FOI #16393

Olivencia, Mildred

From: Michelle_maniccia@nfta.com
Sent: Sunday, October 11, 2015 10:01 PM
To: Olivencia, Mildred
Cc: Torres-Rojas, Genara; Van Duyne, Sheree; Ng, Danny
Subject: Freedom of Information Online Request Form

Information:

First Name: Michelle
Last Name: Maniccia
Company: NFTA
Mailing Address 1: 181 Ellicott St.
Mailing Address 2:
City: Buffalo
State: NY
Zip Code: 14203
Email Address: Michelle_maniccia@nfta.com
Phone: 716-855-7398
Required copies of the records: No

List of specific record(s):
All Lease and Use agreements and any supplements, addendums, amendments or extensions thereof involving Greyhound Bus bus operation at the Port Authority bus terminal in Manhattan.

THE PORT AUTHORITY OF NY & NJ

FOI Administrator

November 25, 2015

Ms. Michelle Maniccia
NFTA
181 Ellicott St
Buffalo, NY 14203

Re: Freedom of Information Reference No. 16393

Dear Ms. Maniccia:

This is in response to your October 11, 2015 request, which has been processed under the Port Authority's Freedom of Information Code (the "Code", copy enclosed) for copies of all Lease and Use Agreements and any supplements, addendums, amendments or extensions thereof involving Greyhound Bus operation at the Port Authority Bus Terminal in Manhattan.

Material responsive to your request and available under the Code can be found on the Port Authority's website at http://www.panynj.gov/corporate-information/foi/16393-LPA.pdf. Paper copies of the available records are available upon request.

Pursuant to the Code, certain portions of the material responsive to your request are exempt from disclosure as, among other classifications, privacy and security.

Please refer to the above FOI reference number in any future correspondence relating to your request.

Very truly yours,

Danny Ng
FOI Administrator

Enclosure

4 World Trade Center, 18th Floor
150 Greenwich Street
New York, NY 10007
T: 212 435 3642 F: 212 435 7555

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Agreement No. BT-G-1
Lease No. BT-G-2
Lease No. BT-G-3
Lease No. BT-G-4
(Ancillary Agreement)

ANCILLARY AGREEMENT

THIS AGREEMENT, made as of April 1, 1966, by and among THE PORT OF NEW YORK AUTHORITY (hereinafter called "the Port Authority"), a body corporate and politic created by Compact between the States of New York and New Jersey with the consent of the Congress of the United States of America, THE GREYHOUND CORPORATION (hereinafter called "the Guarantor") a corporation organized and existing under the laws of the State of Delaware and having an office and place of business at 140 South Dearborn Street, Chicago, Illinois, and GREYHOUND LINES, INC. (hereinafter called "the Carrier"), a corporation organized and existing under the laws of the State of California and having an office and place of business at 1400 West Third Street, Cleveland, Ohio;

WITNESSETH, That:

WHEREAS, heretofore and as of March 14, 1962, the Port Authority entered into an agreement with the Guarantor licensing the Guarantor to use space and services at the Port Authority Bus Terminal in the Borough of Manhattan, in the City, County and State of New York and hereinafter, as the same has been heretofore amended, modified, supplemented and assigned, called "the License Agreement", and further as of March 15, March 16 and March 17, 1962 respectively, entered into three agreements leasing to the Guarantor space at the Port Authority Bus Terminal for various purposes as therein set forth, the said three agreements of lease, as each of the same has been heretofore amended, modified, supplemented and assigned, being hereinafter collectively called "the Leases"; and

WHEREAS, by agreement made among the Port Authority, the Guarantor and the Carrier, the License Agreement and the Leases were assigned by The Greyhound Corporation to Greyhound Lines, Inc., The Greyhound Corporation remaining fully liable on all of the said agreements assigned; and

WHEREAS, the Port Authority and the Carrier contemplate further amendments of the License Agreement and of the Leases from time to time and the Guarantor desires to permit the Port Authority and the Carrier to modify, amend or supplement the License Agreement and the Leases or any of them from time to time and at any time to any extent without obtaining the express consent or approval of The Greyhound Corporation in connection therewith, and without thereby

BT-G-

relieving The Greyhound Corporation in any way of any of the liabilities and obligations it has had, now has or shall or may have under the License Agreement or under any of the Leases as the same have been heretofore or may hereafter be amended, modified and supplemented;

NOW, THEREFORE, in order to induce the Port Authority to agree to modifying, amending and supplementing the License Agreement and the Leases or any of them, whether or not such modification or amendment shall increase or diminish the liabilities or obligations of the Guarantor under the said agreements or Leases or any of them, and to accomplish such amendments in a more expeditious manner, as may hereafter be agreed upon between the Port Authority and the Carrier from time to time, without then securing the express consent or approval of The Greyhound Corporation, the Guarantor hereby agrees with the Port Authority and the Carrier as follows:

1. The Guarantor hereby absolutely and unconditionally guarantees, promises and agrees that Greyhound Lines, Inc. will duly and punctually pay all fees, rentals and other monetary obligations which it has or shall have under the License Agreement and under each of the Leases, and that Greyhound Lines, Inc. will faithfully and fully perform, fulfill and observe all the other terms, covenants and conditions of the License Agreement and of each of the Leases on its part to be performed, fulfilled and observed.

2. The Guarantor waives and dispenses with any and all notices of non-payment, non-performance or non-observance, or proof of notice or demand whereby to charge it therefor, and agrees that the validity of this Contract of Guaranty and the obligations of the Guarantor hereunder shall in no wise be terminated, affected or impaired by reason of any failure on the part of the Port Authority to insist upon strict performance under the License Agreement or under any one or more of the Leases, or by the assertion by the Port Authority of any of the rights or remedies reserved to the Port Authority under the provisions of the License Agreement or of any one or more of the Leases, or by the prosecution, withdrawal, discontinuance or settlement of any judicial or other proceeding by the Port Authority against Greyhound Lines, Inc.

3. This Contract of Guaranty shall remain and continue in full force and effect as to any and every renewal, modification or extension of the License Agreement or of any one or more of the Leases whether in accordance with the terms thereof or by a

separate or additional document, and notwithstanding any such renewal, modification or extension. The Greyhound Corporation agrees that the Port Authority and the Carrier may from time to time by written agreement or otherwise modify, amend, supplement or change any one or more of the Leases or the License Agreement without then or thereafter procuring the express consent, approval, agreement or waiver of The Greyhound Corporation and The Greyhound Corporation hereby consents in advance to all such changes and covenants and agrees that in order to induce the Port Authority to execute each and every such agreement, modification, supplement or amendment, it will guarantee the performance of all obligations thereunder without regard to the fact that the obligations and liabilities of the Carrier under the Agreement or agreements heretofore assigned may thereby be amended, modified, supplemented, enlarged, diminished or otherwise changed. Neither the fact that amendments have heretofore been made with the express consent of The Greyhound Corporation nor the fact that they may have been heretofore and may hereafter be made without any notice, knowledge or express consent whatsoever in The Greyhound Corporation, shall alter, amend or diminish the absolute obligation of The Greyhound Corporation to guarantee the liabilities and obligations of the Carrier under each and every one of the Leases and under the License Agreement as each and every one of the same may have been or may hereafter be amended, modified or supplemented.

4. Acceptance of this Contract of Guaranty and reliance thereon by the Port Authority shall be evidenced by the execution of any amendment of the License Agreement or any of the Leases by the Port Authority and the Carrier, without further act or notice. If, for any reason, any part of the obligations of the Guarantor hereunder shall be held invalid or unenforceable, the balance of the said obligations shall nevertheless remain in full force and effect. Failure physically to attach a copy of the License Agreement or of any one or more of the Leases to this Contract of Guaranty shall not void, alter or affect this Contract of Guaranty, or alter or amend the obligations of the Guarantor hereunder.

5. The Guarantor represents and warrants that it has full power and authority to agree in the matter hereinabove set forth and so to guarantee the liabilities and obligations

of the Carrier as the same may be hereafter modified or enlarged.

IN WITNESS WHEREOF, the Guarantor has caused these presents to be executed this 21st day of JUNE, 1966.

ATTEST:

SECRETARY

THE PORT OF NEW YORK AUTHORITY

By

(Title) DIRECTOR, TERMINALS DEPARTMENT

(seal)

ATTEST:

Secretary

THE GREYHOUND CORPORATION

RFS By

(Title) Ex. Vice-President

(corporate seal)

ATTEST:

Secretary

GREYHOUND LINES, INC.

HVG By

(Title) President

(corporate seal)

APPROVED FOR TRANSMITTAL

FORM	TERMS
J BS by MBO	Chy

HAROLD J. DRESCHER
COUNSELOR AT LAW
19 WEST 44TH STREET
NEW YORK, N.Y. 10036
AREA 212-986 {0161 0162

June 23, 1966

The Port of New York Authority
111 Eighth Avenue
New York, New York 10011

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Re: Port Authority Bus Terminal -
The Greyhound Corporation -
Greyhound Lines, Inc. -
License Agreement BT-G-1 -
Leases BT-G-2, BT-G-3, BT-G-4

Gentlemen:

In connection with the execution by The Greyhound Corporation of an instrument made as of April 1, 1966, reaffirming the guaranty by The Greyhound Corporation of the obligations of Greyhound Lines, Inc. under the agreements listed above, which were originally made by The Port of New York Authority and The Greyhound Corporation and have been heretofore assigned by The Greyhound Corporation to Greyhound Lines, Inc., The Greyhound Corporation has requested my opinion as its counsel to be transmitted to you, and on which you are to rely, which I hereby give to the following effect:

The Greyhound Corporation is a corporation organized and existing under the laws of the State of Delaware, and Greyhound Lines, Inc., a corporation organized and existing under the laws of the State of California, is wholly owned by The Greyhound Corporation. The laws governing The Greyhound Corporation, and in particular the laws of the State of Delaware governing the powers of corporations organized thereunder are such that in my opinion The Greyhound Corporation may validly obligate itself to guarantee any and every obligation, contractual or otherwise of its subsidiary Greyhound Lines, Inc., and may undertake by an enforceable agreement that such guaranty may validly continue and include such obligations under whatever amendment, change or supplementation Greyhound Lines, Inc. may agree upon or make, without regard to whether such amendment, change or aupplementation enlarges or diminishes the obligations of Greyhound Lines, Inc. to the Port Authority or to others, or makes no material change therein. The continuing guaranty obligation of The Greyhound Corporation will be valid and enforceable against The Greyhound Corporation whether or not

The Greyhound Corporation has notice or knowledge of the change and whether or not it expressly consents to any one or more of such changes, and without regard to any past practice of giving express consent to such changes. The making of such agreement, in the terms of the proposed agreement to be made as of April 1, 1966 which is intended to cover all four of the agreements mentioned above, and the undertaking of such an obligation, constitute appropriate and valid exercise by The Greyhound Corporation of the corporate powers conferred upon it by law, in no way beyond the corporate powers of that corporation.

The corporate officer who has signed the agreement on behalf of The Greyhound Corporation is empowered under the by-laws and resolutions of the said corporation to sign such a document with the effect of binding The Greyhound Corporation. It is not required under any applicable law that there be a special meeting of stockholders to authorize or ratify such action.

Very truly yours,

Harold J. Drescher

HJD:is

Agreement No. BT-G-1
Supplement No. 17

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SUPPLEMENTAL AGREEMENT

THIS AGREEMENT, made as of April 1, 1966, by and between THE PORT OF NEW YORK AUTHORITY (hereinafter called "the Port Authority") and GREYHOUND LINES, INC. (hereinafter called "the Carrier");

WITNESSETH, That:

WHEREAS, heretofore and as of March 14, 1962, the Port Authority entered into an agreement with THE GREYHOUND CORPORATION (hereinafter called "the Assignor") which agreement, as the same has been heretofore amended, modified, supplemented and assigned, is hereinafter called "the License Agreement" licensing the use of space and services at the Port Authority Bus Terminal, in the Borough of Manhattan, in the City, County and State of New York; and

WHEREAS, by agreement among the Port Authority, the Assignor and the Carrier, the License Agreement was assigned by The Greyhound Corporation to Greyhound Lines, Inc., The Greyhound Corporation remaining liable thereon; and

WHEREAS, the Port Authority and the Carrier desire further to amend the License Agreement;

NOW, THEREFORE, for and in consideration of the foregoing, and of the covenants and agreements herein contained, the Port Authority and the Carrier hereby agree as follows:

1. Pursuant to the terms of an Alteration Application made or to be made by the Carrier and to be subject to the approval of the Port Authority, the Port Authority will permit the Carrier to construct an additional bus berth on the lower bus level of the Port Authority Bus Terminal substantially as shown in color on a sketch hereto attached, hereby made a part hereof and marked "Exhibit A-10". The Carrier shall perform the construction as hereinbefore broadly outlined and indicated subject to and in accordance with all the provisions of the said Alteration Application and at the sole cost and expense of the Carrier.

2. Upon certification by the Chief Engineer of the Port Authority that all the work of construction has been completed, the area shown in color on Exhibit A-10 and the construction work thereon shall thereupon become and thereafter be a part of the berth space under the License Agreement, usable by the Carrier in accordance with the terms, provisions, covenants and conditions of the License Agreement, as a part of the berth space as described in Section 2(a)(1) of the License Agreement, for the period commencing with the said certification by the Chief Engineer and ending with the expiration or earlier termination of the effective period of the license under the License Agreement, as set forth in Section 4 of the License Agreement.

3. As hereby amended, all the terms, provisions, covenants and conditions of the License Agreement shall continue in full force and effect.

4. The Carrier represents and warrants that no broker has been concerned in the negotiation of this Supplemental Agreement and that there is no broker who is or may be entitled to be paid a commission in connection therewith. The Carrier shall indemnify and save harmless the Port Authority of and from all claims for commission or brokerage made by any and all persons, firms or corporations whatsoever for services in connection with the negotiation and execution of this Supplemental Agreement.

5. Neither the Commissioners of the Port Authority nor any of them, nor any officer, agent or employee thereof, shall be charged personally by the Carrier with any liability, or held liable to the Carrier under any term or provision of this Supplemental Agreement, or because of its execution or attempted execution, or because of any breach, or attempted or alleged breach thereof.

6. This Supplemental Agreement, together with the License Agreement (to which it is supplementary) constitutes the entire agreement between the Port Authority and the Carrier on the subject matter, and may not be changed, modified, discharged or extended except by instrument in writing duly executed on behalf of both the

Port Authority and the Carrier. The Carrier agrees that no representations or warranties shall be binding upon the Port Authority unless expressed in writing in the License Agreement or in this Supplemental Agreement.

IN WITNESS WHEREOF, the Port Authority and the Carrier have executed these presents as of the date first above written.

ATTEST:

ASSISTANT SECRETARY

THE PORT OF NEW YORK AUTHORITY

By

(Title) DIRECTOR, TERMINALS DEPARTMENT

(seal)

ATTEST:

GREYHOUND LINES, INC.

By

(Title) President

(corporate seal)

Approved and consented

this 27 day of May, 1966

THE GREYHOUND CORPORATION

By:

(Title) Executive Vice President

(Corporate Seal)

APPROVED FOR TRANSMITTAL

FORM	TERMS

BT-G 62462
Ack.

STATE OF NEW YORK }
COUNTY OF NEW YORK } ss.

On the 3rd day of June, 1966, before me personally came Jack Rosen to me known, who, being by me duly sworn, did depose and say that he resides at

that he is the Director, Terminals Department of The Port of New York Authority, one of the corporations described in and which executed the foregoing instrument; that he knows the seal of the said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed by order of the Board of Commissioners of the said corporation; and that he signed his name thereto by like order.

Catherine A. Zaffarano
(notarial seal and stamp)
CATHERINE A. ZAFFARANO
Notary Public, State of New York
No. 41-4376392
Qualified in Queens County
Commission Expires March 30, 1967

STATE OF ILLINOIS }
COUNTY OF COOK } ss.

On the 27th day of May, 1966, before me personally came H. Vance Greenslit to me known, who, being by me duly sworn, did depose and say that he resides at

that he is the President ~~of Eastern Greyhound Lines Divisi~~ of Greyhound Lines, Inc.; that Greyhound Lines, Inc. is one of the corporations described in and which executed the foregoing instrument; that he knows the seal of the said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of the said corporation; and that he signed his name thereto by like order.

Florence L. Funk
(notarial seal and stamp)
My commission expires Sept. 28, 1967

Agreement No. BT-G-1
Supplement No. 14

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SUPPLEMENTAL AGREEMENT

THIS AGREEMENT, made as of February 5, 1965, by and between THE PORT OF NEW YORK AUTHORITY (hereinafter called "the Port Authority") and GREYHOUND LINES, INC. (hereinafter called "the Carrier");

WITNESSETH, That:

WHEREAS, heretofore and as of March 14, 1962, the Port Authority entered into an agreement with THE GREYHOUND CORPORATION, (hereinafter called "the Assignor") which agreement, as the same has been heretofore amended, modified, supplemented and assigned, is hereinafter called "the License Agreement"; licensing the use of space and services at the Port Authority Bus Terminal in the Borough of Manhattan, in the City, County and State of New York; and

WHEREAS, by agreement among the Port Authority, the Assignor and the Carrier, the License Agreement was assigned by The Greyhound Corporation to Greyhound Lines, Inc.; and

WHEREAS, the Port Authority and the Carrier desire further to amend the License Agreement;

NOW, THEREFORE, for and in consideration of the covenants and agreements herein contained, the Port Authority and the Carrier hereby agree as follows:

1. Notwithstanding the provisions of paragraph 2 of Supplement No. 13 to the License Agreement, the Manager shall have the power to assign or designate a different or additional space for the use of the Carrier at the Port Authority Bus Terminal in accordance with the provisions of paragraph 1 of the said Supplement No. 13, in the period commencing February 19, 1965 and ending February 23, 1965, both inclusive.

2. As hereby amended, all the terms, provisions, covenants and conditions of the License Agreement shall continue in full force and effect.

N-BTG-1

3. The Carrier represents and warrants that no broker has been concerned in the negotiation of this Supplemental Agreement and that there is no broker who is or may be entitled to be paid a commission in connection therewith. The Carrier shall indemnify and save harmless the Port Authority of and from all claims for commission or brokerage made by any and all persons, firms or corporations whatsoever for services in connection with the negotiation and execution of this Supplemental Agreement.

4. Neither the Commissioners of the Port Authority nor any of them, nor any officer, agent or employee thereof, shall be charged personally by the Carrier with any liability, or held liable to the Carrier under any term or provision of this Supplemental Agreement, or because of its execution or attempted execution, or because of any breach, or attempted or alleged breach thereof.

5. This Supplemental Agreement, together with the License Agreement (to which it is supplementary) constitutes the entire agreement between the Port Authority and the Carrier on the subject matter, and may not be changed, modified, discharged or extended except by instrument in writing duly executed on behalf of both the Port Authority and the Carrier. The Carrier agrees that no representations or warranties shall be binding upon the Port Authority unless expressed in writing in the License Agreement or in this Supplemental Agreement.

IN WITNESS WHEREOF, the Port Authority and the Carrier have executed these presents as of the date first above written.

ATTEST:

Mildred C. Pitts
ASSISTANT SECRETARY

THE PORT OF NEW YORK AUTHORITY

By Jack Coren

(Title) DIRECTOR, TERMINALS DEPARTMENT

(seal)

ATTEST:

R. V. Rossow
Asst. Secretary

GREYHOUND LINES, INC.,

By W. H. Eggers

(Title) President - Eastern Division

(seal)

Approved and consented to
this 19 day of February, 1965;

THE GREYHOUND CORPORATION, Assignor

By R. F. Shaffer

(Title) Ex. V-Pres.

(Corporate Seal)

BT-G62462

STATE OF NEW YORK
COUNTY OF NEW YORK } ss.

On the 5th day of ~~February~~ March, 1965, before me personally came Jack Rosen to me known, who, being by me duly sworn, did depose and say that he resides at

that he is the Director, Terminals Department of The Port of New York Authority, one of the corporations described in and which executed the foregoing instrument; that he knows the seal of the said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed by order of the Board of Commissioners of the said corporation; and that he signed his name thereto by like order.

Catherine A. Zaffarano
(notarial seal and stamp)

CATHERINE A. ZAFFARANO
NOTARY PUBLIC, State of New York
No. 41-4376392
Qualified in Queens County
Commission expires March 30, 1965

STATE OF OHIO
COUNTY OF CUYAHOGA } ss.

On the 19th day of February, 1965, before me personally came W. H. Egger, to me known, who, being by me duly sworn, did depose and say that he resides at

that he is the President of the Eastern Greyhound Lines Division of Greyhound Lines, Inc.; that Greyhound Lines, Inc. is one of the corporations described in and which executed the foregoing instrument; that he knows the seal of the said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of the said corporation; and that he signed his name thereto by like order.

Thomas B. Little
(notarial seal and stamp)

THOMAS B. LITTLE, Notary Public
My Commission Expires Feb. 18, 1969

BTLW

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Agreement No. BT-G-1
Supplement No. 15

SUPPLEMENTAL AGREEMENT

THIS AGREEMENT, made as of May 1, 1965 by and between THE PORT OF NEW YORK AUTHORITY (hereinafter called "the Port Authority") and GREYHOUND LINES, INC. (hereinafter called "the Carrier"),

WITNESSETH, That:

WHEREAS, heretofore and as of March 14, 1962, the Port Authority entered into an agreement with The Greyhound Corporation (hereinafter called "the Assignor") licensing the use of space and services at the Port Authority Bus Terminal in the Borough of Manhattan, New York, New York, (which said agreement, as the same has been heretofore amended, modified, supplemented and assigned, is hereinafter called "the License Agreement"); and

WHEREAS, by agreement among the Port Authority, the Assignor and the Carrier the License Agreement was assigned by The Greyhound Corporation to Greyhound Lines, Inc.; and

WHEREAS, the Port Authority and the Carrier desire further to amend the License Agreement;

NOW, THEREFORE, for and in consideration of the covenants and agreements herein contained, the Port Authority and the Carrier hereby agree as follows:

Sup 15 - BT-G

1. Notwithstanding the provisions of Sections 2 and 3 of the License Agreement and in particular the provisions of paragraph (a)(1) of the said Section 2, if at any time or times a condition exists at the Terminal or elsewhere (including without limitation thereto special and seasonal traffic conditions, strikes, labor troubles, construction work, or damage to the Terminal) which in the opinion of the Manager of the Terminal may affect the safe or efficient handling of passengers or buses at the particular space specified in Sections 2 and 3 for each particular use, the Manager may assign or designate for any use described in Section 3 including without limitation thereto the loading of buses and the unloading of buses, in addition to the space described in the said Section 2, any space elsewhere at the Terminal which in the opinion of the Manager is useful for such purpose, and the Carrier shall use such space for such purpose for the duration of the condition as determined by the Manager. In addition, the Carrier may make use of such other space but only with the prior approval and permission of the Manager. While such assignment, designation or permission is in effect, the space so assigned, designated or permitted to be used shall be deemed to be, for the purposes of the License Agreement, loading berth space, unloading berth space or charter coach berth space as the case may be, depending upon the use for which the assignment or designation was made or the permission was granted.

2. The power of the Manager to assign or designate such different space, or to permit such use, shall be effective only during the ~~following periods:~~ period commencing with the effective date of this Agreement and ending with December 31, 1965.

3. As hereby amended, all the terms, provisions, covenants and conditions of the License Agreement shall continue in full force and effect.

4. The Carrier represents and warrants that no broker has been concerned in the negotiation of this Supplemental Agreement and that there is no broker who is or may be entitled to be paid a commission in connection therewith. The Carrier shall indemnify and save harmless the Port Authority of and from all claims for commission or brokerage made by any and all persons, firms or corporations whatsoever for services in connection with the negotiation and execution of this Supplemental Agreement.

5. Neither the Commissioners of the Port Authority nor any of them, nor any officer, agent or employee thereof, shall be charged personally by the Carrier with any liability, or held liable to the Carrier under any term or provision of this Supplemental Agreement, or because of its execution or attempted execution, or because of any breach, or attempted or alleged breach thereof.

6. This Supplemental Agreement, together with the License Agreement (to which it is supplementary) constitutes the entire agreement between the Port Authority and the Carrier on the subject matter, and may not be changed, modified, discharged or extended except by instrument in writing duly executed on behalf of both the Port Authority and the Carrier. The Carrier agrees that no representations or warranties shall be binding upon the Port Authority unless expressed in writing in the License Agreement or in this Supplemental Agreement.

IN WITNESS WHEREOF, the Port Authority and the Carrier have executed these presents as of the date first above written.

ATTEST:

Mildred C. Potts

ASSISTANT SECRETARY

THE PORT OF NEW YORK AUTHORITY

By Jack Coren

(Title) Director, Terminals Dept.

ATTEST:

R. A. Anthony

Assistant Secretary

GREYHOUND LINES, INC.

WHEY By W. H. Eggers

(Title) President, Eastern Greyhound Lines Division.

(Corporate Seal)

CONSENTED TO THIS 10th DAY

OF May, 1965;

THE GREYHOUND CORPORATION, Assignor

By R. F. Shaffer

(Title) Executive Vice President

(seal)

APPROVED FOR TRANSMITTAL	
FORM	TERMS
	PM

AMD

BT-G62462

STATE OF NEW YORK }
COUNTY OF NEW YORK } ss.

On the 21st day of May, 1965, before me personally came Jack Cadle, to me known, who, being by me duly sworn, did depose and say that he resides at

that he is the DIRECTOR, TERMINALS DEPARTMENT of The Port of New York Authority, one of the corporations described in and which executed the foregoing instrument; that he knows the seal of the said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed by order of the Board of Commissioners of the said corporation; and that he signed his name thereto by like order.

Catherine A. Zaffarano
(notarial seal and stamp)

CATHERINE A. ZAFFARANO
Notary Public, State of New York
No. 41-4376392
Qualified in Queens County
Commission Expires March 30, 1967

STATE OF OHIO }
COUNTY OF CUYAHOGA } ss.

On the 10th day of May, 1965, before me personally came W. H. Egger, to me known, who, being by me duly sworn, did depose and say that he resides at

that he is the President of Eastern Greyhound Lines Division of Greyhound Lines, Inc.; that Greyhound Lines, Inc. is one of the corporations described in and which executed the foregoing instrument; that he knows the seal of the said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of the said corporation; and that he signed his name thereto by like order.

Thomas B. Little
(notarial seal and stamp)
THOMAS B. LITTLE, Notary Public
My Commission Expires Feb. 18, 1969

Agreement No. BT-G-1
Supplement No. 13

54

SUPPLEMENTAL AGREEMENT

THIS AGREEMENT, made as of November 19, 1964, by and between THE PORT OF NEW YORK AUTHORITY (hereinafter called "the Port Authority") and GREYHOUND LINES, INC. (hereinafter called "the Carrier");

WITNESSETH, That:

WHEREAS, heretofore and as of March 14, 1962, the Port Authority entered into an agreement with The Greyhound Corporation (hereinafter called "the Assignor") which agreement, as the same has been heretofore amended, modified, supplemented and assigned, is hereinafter called "the License Agreement", licensing the use of space and services at the Port Authority Bus Terminal in the Borough of Manhattan, in the City, County and State of New York; and

WHEREAS, by agreement among the Port Authority, the Assignor and the Carrier, the license agreement was assigned by The Greyhound Corporation to Greyhound Lines, Inc.,; and

WHEREAS, the Port Authority and the Carrier desire further to amend the License Agreement;

NOW, THEREFORE, for and in consideration of the covenants and agreements herein contained, the Port Authority and the Carrier hereby agree as follows:

1. Notwithstanding the provisions of Sections 2 and 3 of the License Agreement and in particular the provisions of paragraph (a)(1) of the said Section 2, if at any time or times a condition exists at the Terminal or elsewhere (including without limitation thereto special and seasonal traffic conditions, strikes, labor troubles, construction work, or damage to the Terminal), which in the opinion of the Manager of the Terminal may affect the safe or efficient handling of passengers or of buses at the particular space specified in the said Sections 2 and 3 for each particular use, the Manager may assign or designate for any use described in the said Section 3 (including without limitation thereto the loading of buses and the unloading of buses) as an addition to the space described in the said Section 2, any space elsewhere at the Terminal which in the opinion of the Manager is useful for such purposes, whether or not such space has been theretofore used as berth space, and the Carrier shall use such space for the duration of the condition as determined by the Manager.

All use of such space by the Carrier shall be in common with other carriers licensed to operate at the Terminal and shall not be exclusive to the Carrier. While such assignment or designation is in effect, and the Carrier is using the space, the space so assigned or designated shall be deemed, for the purpose of the License Agreement, loading berth space, unloading berth space, or charter coach berth space, as the case may be, depending upon the use for which the assignment or designation was made.

2. The power of the Manager to assign or designate such different and additional space shall be effective only so long as the License Agreement is in effect and only in the period commencing November 25, 1964 and ending January 11, 1965, both inclusive.

3. As hereby amended, all the terms, provisions, covenants and conditions of the License Agreement shall continue in full force and effect.

4. The Carrier represents and warrants that no broker has been concerned in the negotiation of this Supplemental Agreement and that there is no broker who is or may be entitled to be paid a commission in connection therewith. The Carrier shall indemnify and save harmless the Port Authority of and from all claims for commission or brokerage made by any and all persons, firms or corporations whatsoever for services in connection with the negotiation and execution of this Supplemental Agreement.

5. Neither the Commissioners of the Port Authority nor any of them, nor any officer, agent or employee thereof, shall be charged personally by the Carrier with any liability, or held liable to the Carrier under any term or provision of this Supplemental Agreement, or because of its execution or attempted execution, or because of any breach, or attempted or alleged breach thereof.

6. This Supplemental Agreement, together with the License Agreement, (to which it is supplementary) constitutes the entire agreement between the Port Authority and the Carrier on the subject matter, and may not be changed, modified, discharged or extended except by instrument in writing duly executed on behalf of both the Port Authority and the Carrier. The Carrier agrees

that no representations or warranties shall be binding upon the Port Authority unless expressed in writing in the License Agreement or in this Supplemental Agreement.

IN WITNESS WHEREOF, the Port Authority and the Carrier have executed these presents as of the date first above written.

ATTEST:

Mildred C. Porth

ASSISTANT SECRETARY

THE PORT OF NEW YORK AUTHORITY

By Jack Coren

(Title) DIRECTOR, TERMINALS DEPARTMENT

(seal)

ATTEST:

R. L. Rossow

Asst. Secretary

GREYHOUND LINES, INC.

By W. H. Eggen

(Title) President, EASTERN GREYHOUND LINES DIV.

(corporate seal)

Approved and Consented to
this 8th day of ~~November~~ December, 1964;

THE GREYHOUND CORPORATION

By R. F. Shaffer

(Title) Executive Vice President

(corporate seal)

APPROVED FOR TRANSMITTAL

FORM	TERMS

BT-G62462

STATE OF NEW YORK }
COUNTY OF NEW YORK } ss.

On the 18th day of Dec., 1964, before me personally came Jack Carlin to me known, who, being by me duly sworn, did depose and say that he resides at

that he is the DIRECTOR, TERMINALS DEPARTMENT of The Port of New York Authority, one of the corporations described in and which executed the foregoing instrument; that he knows the seal of the said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed by order of the Board of Commissioners of the said corporation; and that he signed his name thereto by like order.

Catherine A. Zaffarano
(notarial seal and stamp)

CATHERINE A. ZAFFARANO
NOTARY PUBLIC, State of New York
No. 41-4376392
Qualified in Queens County
Commission expires March 30, 1965

STATE OF OHIO }
COUNTY OF CUYAHOGA } ss.

On the 9th day of ~~November~~ December, 1964, before me personally came W. H. Cogger to me known, who, being by me duly sworn, did depose and say that he resides at

that he is the President of the Eastern Greyhound Lines Division of Greyhound Lines, Inc.; that Greyhound Lines, Inc. is one of the corporations described in and which executed the foregoing instrument; that he knows the seal of the said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of the said corporation; and that he signed his name thereto by like order.

Thomas B. Little
(notarial seal and stamp)
THOMAS B. LITTLE, Notary Public
My Commission Expires Feb. 18 1969

Agreement No. BT-G-1
Supplement No. 12

54

SUPPLEMENTAL AGREEMENT

THIS AGREEMENT, made as of November 18, 1964, by and between THE PORT OF NEW YORK AUTHORITY (hereinafter called "the Port Authority") and GREYHOUND LINES, INC., (hereinafter called "the Carrier") a corporation organized and existing under the laws of the State of California;

WITNESSETH, That:

WHEREAS, heretofore and as of March 14, 1962, the Port Authority entered into an agreement with The Greyhound Corporation (hereinafter called "the Assignor") a Delaware corporation, which agreement, as the same has been heretofore amended, modified, supplemented and assigned, is hereinafter called "the License Agreement", licensing the use of space and services at the Port Authority Bus Terminal in the Borough of Manhattan, in the City, County and State of New York; and

WHEREAS, by agreement among the Port Authority, the Assignor and the Carrier, the License Agreement was assigned by The Greyhound Corporation to Greyhound Lines, Inc.; and

WHEREAS, the Port Authority and the Carrier desire further to amend the License Agreement;

NOW, THEREFORE, for and in consideration of the covenants and agreements herein contained, the Port Authority and the Carrier hereby agree as follows:

1. At any time and from time to time during the period commencing December 10, 1964 and expiring January 11, 1965, the Manager, when in his opinion the operation of the Terminal or the operations of the Carrier thereat will be improved thereby, may assign for use by the Carrier as baggage space, any portion or portions of the area shown in diagonal hatching on a sketch attached to the License Agreement as Exhibit A-5 by means of Supplement No. 3 to the License Agreement. The area designated shall be described in writing or shown on a plan and the period for the Carrier's use thereof stated in writing. The area as designated by the Manager for the period stated by him shall be a part of the baggage space under the License Agreement for all purposes, usable by the Carrier as such, and the Carrier shall have as to the stated area all the rights, duties, obligations and liabilities set forth in the License Agreement with relation to baggage space.

2. The Manager shall have the right at any time to terminate the use of the area so designated by him by not less than four (4) days' notice to the Carrier's Terminal Manager in New York. In any event, the License to use all space so designated shall expire, unless sooner terminated by the Manager or otherwise, at 11:59 o'clock P.M. on January 11, 1965.

3. As hereby amended, all the terms, provisions, covenants and conditions of the License Agreement shall continue in full force and effect.

4. The Carrier represents and warrants that no broker has been concerned in the negotiation of this Supplemental Agreement and that there is no broker who is or may be entitled to be paid a commission in connection therewith. The Carrier shall indemnify and save harmless the Port Authority of and from all claims for commission or brokerage made by any and all persons, firms or corporations whatsoever for services in connection with the negotiation and execution of this Supplemental Agreement.

5. Neither the Commissioners of the Port Authority nor any of them, nor any officer, agent or employee thereof, shall be charged personally by the Carrier with any liability, or held liable to the Carrier under any term or provision of this Supplemental Agreement, or because of its execution or attempted execution, or because of any breach, or attempted or alleged breach thereof.

6. This Supplemental Agreement, together with the License Agreement, (to which it is supplementary) constitutes the entire agreement between the Port Authority and the Carrier on the subject matter, and may not be changed, modified, discharged or extended except by instrument in writing duly executed on behalf of both the Port Authority and the Carrier. The Carrier agrees that no representations or warranties shall be binding upon the Port Authority unless expressed in writing in the License Agreement or in this Supplemental Agreement.

IN WITNESS WHEREOF, the Port Authority and the Carrier have executed these presents as of the date first above written.

THE PORT OF NEW YORK AUTHORITY

By Jack Coren

(Title) DIRECTOR, TERMINALS DEPARTMENT

(Seal)

ATTEST:

Mildred C. Ford

ASSISTANT SECRETARY

GREYHOUND LINES, INC.

By W. H. Eggar

(Title) PRESIDENT, EASTERN GREYHOUND LINES, DIVISION

(Seal)

ATTEST:

R. L. Rossow

Asst. Secretary

Approved and consented to this 8th day of ~~November~~ December, 1964;

THE GREYHOUND CORPORATION

By R. E. Shaffer

(Title) Executive Vice President

(Seal)

APPROVED FOR TRANSMITTAL	
FORM	TERMS

BT-G62462

STATE OF NEW YORK }
COUNTY OF NEW YORK } ss.

On the 18th day of Dec., 1964, before me personally came Frank Lewis to me known, who, being by me duly sworn, did depose and say that he resides at

that he is the DIRECTOR, TERMINALS DEPARTMENT of The Port of New York Authority, one of the corporations described in and which executed the foregoing instrument; that he knows the seal of the said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed by order of the Board of Commissioners of the said corporation; and that he signed his name thereto by like order.

Catherine A. Zaffarano
(notarial seal and stamp)

CATHERINE A. ZAFFARANO
NOTARY PUBLIC, State of New York
No. 41-4376392
Qualified in Queens County
Commission expires March 30, 1965

STATE OF OHIO }
COUNTY OF CUYAHOGA } ss.

On the 9th day of December, 1964, before me personally came W. H. Egger to me known, who, being by me duly sworn, did depose and say that he resides at

that he is the President of Eastern Greyhound Lines Division of Greyhound Lines, Inc.; that Greyhound Lines, Inc. is one of the corporations described in and which executed the foregoing instrument; that he knows the seal of the said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of the said corporation; and that he signed his name thereto by like order.

Thomas B. Little
(notarial seal and stamp)
THOMAS B. LITTLE, Notary Public
My Commission Expires Feb. 18, 1969

Agreement No. BT-G-1
Supplement No. 11

54

SUPPLEMENTAL AGREEMENT

THIS AGREEMENT, made as of August 29, 1964, by and between THE PORT OF NEW YORK AUTHORITY (hereinafter called "the Port Authority") and GREYHOUND LINES, INC., (hereinafter called "the Carrier") a corporation organized and existing under the laws of the State of California;

WITNESSETH, That:

WHEREAS, heretofore and as of March 14, 1962, the Port Authority entered into an agreement with The Greyhound Corporation (hereinafter called "the Assignor") a Deleware corporation, which agreement, as the same has been heretofore amended, modified, supplemented and assigned, is hereinafter called "the License Agreement", licensing the use of space and services at the Port Authority Bus Terminal in the Borough of Manhattan, in the City, County and State of New York; and

WHEREAS, by agreement among the Port Authority, the Assignor and the Carrier, the License Agreement was assigned by The Greyhound Corporation to Greyhound Lines, Inc.; and

WHEREAS, the Port Authority and the Carrier desire further to amend the License Agreement;

NOW, THEREFORE, for and in consideration of the covenants and agreements herein contained, the Port Authority and the Carrier hereby agree as follows:

1. At any time and from time to time during the period commencing August 30, 1964 and expiring September 30, 1964, the Manager, when in his opinion the operation of the Terminal or the operations of the Carrier thereat will be improved thereby, may assign for use by the Carrier as baggage space, any portion or portions of the area shown in diagonal hatching on a sketch attached to the License Agreement as Exhibit A-5 by means of Supplement No. 3 to the License Agreement. The area designated shall be described in writing or shown on a plan and the period for the Carrier's use thereof stated in writing. The area as designated by the Manager for the period stated by him shall be a part of the baggage space under the License Agreement for all purposes, usable by the Carrier as such, and the Carrier shall have as to the stated area all the rights, duties, obligations and liabilities set forth in the License Agreement with relation to baggage space.

2. The Manager shall have the right at any time to terminate the use of the area so designated by him by not less than four (4) days' notice to the Carrier's Terminal Manager in New York. In any event, the License to use all space so designated shall expire, unless sooner terminated by the Manager or otherwise, at 11:59 o'clock P.M. on September 30, 1964.

3. As hereby amended, all the terms, provisions, covenants and conditions of the License Agreement shall continue in full force and effect.

4. The Carrier represents and warrants that no broker has been concerned in the negotiation of this Supplemental Agreement and that there is no broker who is or may be entitled to be paid a commission in connection therewith. The Carrier shall indemnify and save harmless the Port Authority of and from all claims for commission or brokerage made by any and all persons, firm or corporations whatsoever for services in connection with the negotiation and execution of this Supplemental Agreement.

5. Neither the Commissioners of the Port Authority nor any of them, nor any officer, agent or employee thereof, shall be charged personally by the Carrier with any liability, or held liable to the Carrier under any term or provision of this Supplemental Agreement, or because of its execution or attempted execution, or because of any breach, or attempted or alleged breach thereof.

6. This Supplemental Agreement, together with the License Agreement, (to which it is supplementary) constitutes the entire agreement between the Port Authority and the Carrier on the subject matter, and may not be changed, modified, discharged or extended except by instrument in writing duly executed on behalf of both the Port Authority and the Carrier. The Carrier agrees that no representations or warranties shall be binding upon the Port Authority unless expressed in writing in the License Agreement or in this Supplemental Agreement.

IN WITNESS WHEREOF, the Port Authority and the Carrier have executed these presents as of the date first above written.

THE PORT OF NEW YORK AUTHORITY

By: _____

(Title) DIRECTOR, TERMINALS DEPARTMENT

(Seal)

ATTEST:

_____

ASSISTANT SECRETARY

GREYHOUND LINES, INC.

By: _____

(Title) President, Eastern Greyhound Lines Division

(Seal)

ATTEST:

_____

Assistant Secretary

Approved and consented to this 30th day of September, 1964:

THE GREYHOUND CORPORATION

By: _____

(Title) Vice President

(Seal)

APPROVED FOR TRANSMITTAL

FORM	TERMS

BT-G62462

STATE OF NEW YORK }
COUNTY OF NEW YORK } ss.

On the 19th day of October, 1964, before me personally came Jack Freer to me known, who, being by me duly sworn, did depose and say that he resides at

that he is the DIRECTOR, TERMINALS DEPARTMENT of The Port of New York Authority, one of the corporations described in and which executed the foregoing instrument; that he knows the seal of the said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed by order of the Board of Commissioners of the said corporation; and that he signed his name thereto by like order.

Catherine A. Zaffarano
(notarial seal and stamp)
CATHERINE A. ZAFFARANO
NOTARY PUBLIC, State of New York
No. 41-4376392
Qualified in Queens County
Commission expires March 30, 1965

STATE OF Ohio }
COUNTY OF ~~Cuyahoga~~ Cuyahoga } ss.

On the 24th day of September, 1964, before me personally came W. H. Egger to me known, who, being by me duly sworn, did depose and say that he resides at

that he is the President of Eastern Greyhound Lines Division of Greyhound Lines, Inc.; that Greyhound Lines, Inc. is one of the corporations described in and which executed the foregoing instrument; that he knows the seal of the said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of the said corporation; and that he signed his name thereto by like order.

Thomas B. Little
(notarial seal and stamp)
THOMAS B. LITTLE, Notary Public
My Commission Expires Feb. 18, 1969

Agreement No. BT-G-1
Supplement No. 10

54

SUPPLEMENTAL AGREEMENT

THIS AGREEMENT, made as of June 15, 1964, by and between THE PORT OF NEW YORK AUTHORITY (hereinafter called "the Port Authority") and GREYHOUND LINES, INC. (hereinafter called "the Carrier") a corporation organized and existing under the laws of the State of California,

WITNESSETH, That:

WHEREAS, heretofore and as of March 14, 1962, the Port Authority entered into an agreement with The Greyhound Corporation (hereinafter called "the Assignor") a Delaware corporation, which agreement, as the same has been heretofore amended, modified, supplemented and assigned, is hereinafter called "the License Agreement", licensing the use of space and services at the Port Authority Bus Terminal in the Borough of Manhattan, in the City, County and State of New York; and

WHEREAS, by agreement among the Port Authority, the Assignor and the Carrier, the License Agreement was assigned by The Greyhound Corporation to Greyhound Lines, Inc.; and

WHEREAS, the Port Authority and the Carrier desire further to amend the License Agreement;

NOW, THEREFORE, for and in consideration of the covenants and agreements herein contained, the Port Authority and the Carrier hereby agree as follows:

1. At any time and from time to time during the period commencing June 22, 1964 and expiring November 30, 1964, the Manager, when in his opinion the operations of the Terminal or the Carrier's operations thereat will be improved thereby, may assign or designate for use by the Carrier, any area or areas within the berth space on the lower bus level shown in color on the sketch hereto attached, hereby made a part hereof and marked "Exhibit A-8". Such space so assigned or designated may be as shown, the berth space reached by Gate No. 2 or any part or parts (not necessarily contiguous) of the area along the south platform as shown in color or any combination of the same as in the judgment of the Manager shall seem most satisfactory. The Carrier shall use such space, for the period or periods and for the use designated by the Manager, and the space so assigned, designated or used shall be deemed, for

the purposes of the License Agreement, loading berth space, unloading berth space or charter coach berth space, as the case may be, depending upon the use for which the assignment or designation shall be made, while actually in use by the Carrier. All space assigned or designated hereunder shall be space in addition to the space described in Section 2 of the License Agreement and the Carrier shall use the space so assigned or designated subject to and in accordance with all the terms, provisions, covenants and conditions of the License Agreement, including without limitation thereto Section 3 thereof, provided, however, that all use of the space so assigned or designated by the Manager shall be in common with similar use by other Carriers licensed to operate at the Terminal and shall not be exclusive to the Carrier.

2. The Port Authority shall not be obligated hereby to supply electricity in the area from which the Manager may assign or designate space, except for illumination, to the extent supplied by existing wires, conduits, fixtures and equipment.

3. As hereby amended, all the terms, provisions, covenants and conditions of the License Agreement shall continue in full force and effect.

4. The Carrier represents and warrants that no broker has been concerned in the negotiation of this Supplemental Agreement and that there is no broker who is or may be entitled to be paid a commission in connection therewith. The Carrier shall indemnify and save harmless the Port Authority of and from all claims for commission or brokerage made by any and all persons, firms or corporations whatsoever for services in connection with the negotiation and execution of this Supplemental Agreement.

5. Neither the Commissioners of the Port Authority nor any of them, nor any officer, agent or employee thereof, shall be charged personally by the Carrier with any liability, or held liable to the Carrier under any term or provision of this Supplemental Agreement, or because of its execution or attempted execution, or because of any breach, or attempted or alleged breach thereof.

This Supplemental Agreement, together with the License Agreement, (to which it is supplementary) constitutes the entire agreement between the Port Authority and the Carrier on the subject matter, and may not be changed, modified, discharged or extended except by instrument in writing duly executed on behalf of both the Port Authority and the Carrier. The Carrier agrees that no representations or warranties shall be binding upon the Port Authority unless expressed in writing in the License Agreement or in this Supplemental Agreement.

IN WITNESS WHEREOF, the Port Authority and the Carrier have executed these presents as of the date first above written.

ATTEST:

Mildred C. Porth
ASSISTANT SECRETARY

THE PORT OF NEW YORK AUTHORITY

By Jack Coren

(Title) DIRECTOR, TERMINALS DEPARTMENT

(seal)

ATTEST:

D. A. Anthony
ASSISTANT SECRETARY

GREYHOUND LINES, INC.
(~~EASTERN GREYHOUND LINES~~ DIVISION)

By W. H. Egger

(Title) PRESIDENT

(corporate seal)

Eastern Greyhound Lines Div.

Approved and consented this

11th day of June, 1964

THE GREYHOUND CORPORATION

By

(Title) Vice President

(corporate seal)

APPROVED FOR TRANSMITTAL	
FORM	TERMS
JAS	
by AVSD	GM

BT-G62462

STATE OF NEW YORK }
COUNTY OF NEW YORK } ss.

On the 16th day of July, 1964, before me personally came Jack Robert to me known, who, being by me duly sworn, did depose and say that he resides at

that he is the DIRECTOR, TERMINALS DEPARTMENT of The Port of New York Authority, one of the corporations described in and which executed the foregoing instrument; that he knows the seal of the said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed by order of the Board of Commissioners of the said corporation; and that he signed his name thereto by like order.

Catherine A. Zaffarano
(notarial seal and stamp)
CATHERINE A. ZAFFARANO
NOTARY PUBLIC, State of New York
No. 41-4376392
Qualified in Queens County
Commission expires March 30, 1965

STATE OF OHIO }
COUNTY OF CUYAHOGA } ss.

On the 23rd day of June, 1964, before me personally came W. H. Egger to me known, who, being by me duly sworn, did depose and say that he resides at

that he is the President of the Eastern Greyhound Lines Division of Greyhound Lines, Inc.

one of the corporations described in and which executed the foregoing instrument; that he knows the seal of the said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of the said corporation; and that he signed his name thereto by like order.

Thomas B. Little
(notarial seal and stamp)
THOMAS B. LITTLE, Notary Public
My Commission Expires Feb. 18, 1969

Agreement No. BT-G-1
Supplement No. 9

54

SUPPLEMENTAL AGREEMENT

THIS AGREEMENT, made as of March 20, 1964, by and between THE PORT OF NEW YORK AUTHORITY, (hereinafter called "the Port Authority") and GREYHOUND LINES, INC., (hereinafter called "the Carrier"), a corporation organized and existing under the laws of the State of California,

WITNESSETH, That:

WHEREAS, heretofore and as of March 14, 1962, the Port Authority entered into an agreement with The Greyhound Corporation (hereinafter called "the Assignor") a Delaware corporation, which agreement, as the same has been heretofore amended, modified and assigned, is hereinafter called "the License Agreement", licensing the use of space and services at the Port Authority Bus Terminal, in the Borough of Manhattan, in the City, County and State of New York; and

WHEREAS, by agreement among the Port Authority, the Assignor and the Carrier, the License Agreement was assigned by The Greyhound Corporation to Greyhound Lines, Inc.; and

WHEREAS, the Port Authority and the Carrier desire further to amend the License Agreement;

NOW, THEREFORE, for and in consideration of the covenants and agreements herein contained, the Port Authority and the Carrier hereby agree as follows:

1. Pursuant to the terms of an Alteration Application to be made by the Carrier, as and when the same may be granted by the Port Authority, the telephone installations heretofore made pursuant to the provisions of an agreement made as of August 1, 1963 between the Assignor and the Port Authority and labeled as Supplement No. 4 to Agreement No. BT-G-1, shall be physically removed, and other telephone stations installed, all features thereof including the precise locations to be as designated and approved by the Port Authority. When the work is finished, the procedure to be utilized by the Port Authority and the Carrier in the use and maintenance of the telephone stations, and in the provision of information to patrons of the Carrier and to the general public in connection with such use, shall continue precisely as set forth in the said Supplement No. 4.

2. Such work in connection with the installation of the telephone station and accessory equipment, as set forth in the Alteration Application and drawings and specifications attached thereto as New York Telephone Company does not require to be performed by its forces will be performed by the Port Authority. It is understood that the Carrier has requested the Port Authority to perform such work and that the details thereof shall be set forth on the plans and specifications attached to the Alteration Application which shall specify the portion to be done by the Port Authority and the portion to be done by New York Telephone Company. The Carrier shall make all payments required by New York Telephone Company, and hereby agrees to pay for all the work done by the Port Authority in accordance with the provisions of paragraph 6 of a certain letter agreement made under date of April 10, 1962 between the Port Authority and the Assignor.

3. As hereby amended, all the terms, provisions, covenants and conditions of the License Agreement shall continue in full force and effect.

4. The Carrier represents and warrants that no broker has been concerned in the negotiation of this Supplemental Agreement and that there is no broker who is or may be entitled to be paid a commission in connection therewith. The Carrier shall indemnify and save harmless the Port Authority of and from all claims for commission or brokerage made by any and all persons, firms or corporations whatsoever for services in connection with the negotiation and execution of this Supplemental Agreement.

5. Neither the Commissioners of the Port Authority nor any of them, nor any officer, agent or employee thereof, shall be charged personally by the Carrier with any liability, or held liable to the Carrier under any term or provision of this Supplemental Agreement, or because of its execution or attempted execution, or because of any breach, or attempted or alleged breach thereof.

6. This Supplemental Agreement, together with the License Agreement, (to which it is supplementary) constitutes the entire agreement between the Port Authority and the Carrier on the subject matter, and may not be changed, modified,

discharged or extended except by instrument in writing duly executed on behalf of both the Port Authority and the Carrier. The Carrier agrees that no representations or warranties shall be binding upon the Port Authority unless expressed in writing in the License Agreement or in this Supplemental Agreement.

IN WITNESS WHEREOF, the Port Authority and the Carrier have executed these presents as of the date first above written.

ATTEST:

ASSISTANT SECRETARY

THE PORT OF NEW YORK AUTHORITY

By

(Title) DIRECTOR, TERMINALS DEPARTMENT

(Seal)

ATTEST:

Asst. Secretary

GREYHOUND LINES, INC.

By

(Title) PRESIDENT

(corporate seal)

(Eastern Greyhound Lines Division)

Approved and consented to
this 22nd of April ,1964

THE GREYHOUND CORPORATION

By

(Title) Vice President

(seal)

APPROVED FOR TRANSMITTAL

FORM	TERMS

By STC

BT-G62462

STATE OF NEW YORK }
COUNTY OF NEW YORK } ss.

On the 1st day of June, 1964, before me personally came Jack Rasen to me known, who, being by me duly sworn, did depose and say that he resides at

that he is the DIRECTOR, TERMINALS DEPARTMENT of The Port of New York Authority, one of the corporations described in and which executed the foregoing instrument; that he knows the seal of the said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed by order of the Board of Commissioners of the said corporation; and that he signed his name thereto by like order.

Catherine A. Zaffarano
(notarial seal and stamp)

CATHERINE A. ZAFFARANO
NOTARY PUBLIC, State of New York
No. 41-4376392
Qualified in Queens County
Commission expires March 30, 1965

STATE OF OHIO }
COUNTY OF CUYAHOGA } ss.

On the 22nd day of April, 1964, before me personally came W. H. Egger to me known, who, being by me duly sworn, did depose and say that he resides at

that he is the President of Eastern Greyhound Lines, Div. Greyhound Lines, Inc.,

one of the corporations described in and which executed the foregoing instrument; that he knows the seal of the said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of the said corporation; and that he signed his name thereto by like order.

Thomas B. Little
(notarial seal and stamp)

THOMAS B. LITTLE, Notary Public
My Commission Expires Feb. 18, 1969

54

Agreement No. BT-G-1
Supplement No. 8

SUPPLEMENTAL AGREEMENT

THIS AGREEMENT, made as of March 9, 1964, by and between THE PORT OF NEW YORK AUTHORITY (hereinafter called "the Port Authority") and GREYHOUND LINES, INC. (hereinafter called "the Carrier") a corporation organized and existing under the laws of the State of California,

WITNESSETH, That:

WHEREAS, heretofore and as of March 14, 1962 the Port Authority entered into an agreement with The Greyhound Corporation (hereinafter called "the Assignor") a Delaware corporation, which agreement, as the same has been heretofore amended, modified and assigned, is hereinafter called "the License Agreement") licensing the use of space and services at the Port Authority Bus Terminal in the Borough of Manhattan, in the City, County and State of New York; and

WHEREAS, by agreement among the Port Authority, the Assignor and the Carrier, the License Agreement was assigned by The Greyhound Corporation to Greyhound Lines, Inc; and

WHEREAS, the Port Authority and the Carrier desire to amend the License Agreement;

NOW, THEREFORE, for and in consideration of the covenants and agreements herein contained, the Port Authority and the Carrier hereby agree as follows:

1. For the period commencing at 12:01 o'clock A.M. on March 16, 1964 and ending with the expiration or earlier termination of the effective period of the license under the License Agreement, the baggage space under the License Agreement as defined and described in subparagraph (3) of paragraph (a) of Section 2 of the License Agreement as amended by paragraph 1 of Supplement No. 1 to the License agreement, and by paragraph 1 of Supplement No. 6 to the License Agreement, shall include, in addition to the area heretofore described, the area on the basement level of the Terminal shown in diagonal hatching on the sketch hereto attached, hereby made a part hereof and marked "Exhibit A-7". The area so shown on Exhibit A-7 shall be a part of the baggage space under the License Agreement for all purposes, usable by the Carrier as such, and the Carrier shall have as to the said area all the rights, duties, obligations and liabilities set forth in the License Agreement with relation to baggage space.

BT-G-1

BT-G62462

STATE OF NEW YORK }
COUNTY OF NEW YORK } ss.

On the 11th day of June, 1964, before me personally came Jack Raisen to me known, who, being by me duly sworn, did depose and say that he resides at

that he is the DIRECTOR, TERMINALS DEPARTMENT of The Port of New York Authority, one of the corporations described in and which executed the foregoing instrument; that he knows the seal of the said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed by order of the Board of Commissioners of the said corporation; and that he signed his name thereto by like order.

Catherine A. Zaffarano
(notarial seal and stamp)

CATHERINE A. ZAFFARANO
NOTARY PUBLIC, State of New York
No. 41-4376392
Qualified in Queens County
Commission expires March 30, 1965

STATE OF OHIO }
COUNTY OF Cuyahoga } ss.

On the 12th day of May, 1964, before me personally came W. H. Egger to me known, who, being by me duly sworn, did depose and say that he resides at

that he is the President of .....
.....Greyhound Lines, Inc. (Eastern Greyhound Lines Division)

one of the corporations described in and which executed the foregoing instrument; that he knows the seal of the said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of the said corporation; and that he signed his name thereto by like order.

Thomas B. Little
(notarial seal and stamp)

THOMAS B. LITTLE, Notary Public
My Commission Expires Feb. 18, 1969

PA 659
2-50

CROSS REFERENCE SHEET

71

Date 12-31-63

Greyhound Lines Inc. T Bus
Lease BT-6-2, BT-6-3, BT-6-4
BBSL-7

Re: Consent to Assignment by the Greyhound Corporation to Greyhound Lines Inc. of the five agreements presently in effect with the Port of N Y Authority

See

Greyhound Lines Inc T Bus
Lease BT-6-1

71

THE GREYHOUND CORPORATION

TO

GREYHOUND LINES, INC.

CONSENT TO ASSIGNMENT

By the terms of a general Indenture of Transfer, to be executed in substantially the form attached hereto as Exhibit A to Exhibit I and hereby made a part hereof, and by the terms of a Plan of Reorganization between The Greyhound Corporation and California Parlor Car Tours Company, now named Greyhound Lines, Inc., dated August 21, 1963, attached hereto as Exhibit I and hereby made a part hereof, all the carrier properties of The Greyhound Corporation are to be transferred to Greyhound Lines, Inc. At and after said transfer The Greyhound Corporation will continue to be liable for all debts, liabilities, and obligations, absolute or contingent, known or unknown, made or incurred by it prior to or after the transfer, but Greyhound Lines, Inc., will assume, agree to pay, discharge or perform all debts, liabilities, and obligations of The Greyhound Corporation, absolute or contingent, known or unknown, made or incurred by The Greyhound Corporation prior to or after the transfer. Nothing herein contained shall relieve The Greyhound Corporation of or from any liabilities or obligations whatsoever under any of the agreements hereinafter listed.

This form of Consent to Assignment is prepared by The Greyhound Corporation and Greyhound Lines, Inc.

Relying on the above representations, the undersigned hereby consents to the assignment of:

Agreement No. BT-G-1, made as of March 14, 1962, as amended;
Lease No. BT-G-2, made as of March 15, 1962, as amended;
Lease No. BT-G-3, made as of March 16, 1962, as amended;
Lease No. BT-G-4, made as of March 17, 1962, as amended; and
Agreement No. BBSL-7, made as of April 8, 1963, as amended;

all by The Greyhound Corporation to Greyhound Lines, Inc., by said general Indenture of Transfer, pursuant to said Plan of Reorganization between The Greyhound Corporation and

California Parlor Car Tours Company dated August 21, 1963, the assignment in each case to be deemed effective at 11:59 o'clock P.M., December 31, 1963.

THE PORT OF NEW YORK AUTHORITY

By Jack Coren

(Title) DIRECTOR, TERMINALS DEPARTMENT

(seal)

Mildred C. Forth

ASSISTANT SECRETARY

Approved and agreed to this 16th day of March 1964:

THE GREYHOUND CORPORATION

By

Vice President, ~~Eastern Greyhound Lines Division~~

(seal)

GREYHOUND LINES, INC.

By

~~Vice~~ President

(seal)

APPROVED FOR TRANSMITTAL	
FORM	TERMS
JBS	

EXHIBIT I

71

PLAN OF REORGANIZATION

of

THE GREYHOUND CORPORATION

and

CALIFORNIA PARLOR CAR TOURS COMPANY

WHEREAS:

1. THE GREYHOUND CORPORATION, a Delaware corporation ("Corporation" herein), is primarily engaged in the business of operating as a common carrier by motor vehicle in and among 48 states, the District of Columbia and three Canadian Provinces.

2. The Corporation owns 100% of the issued and outstanding capital stock of CALIFORNIA PARLOR CAR TOURS COMPANY, a California corporation ("Subsidiary" herein), which is engaged in the business of operating as a common carrier by motor vehicle in and between the States of California and Nevada.

3. In 1962, with a view to diversification of its business, the Corporation acquired virtually 100% of the issued and outstanding capital stock of an equipment leasing company, namely, BOOTHE LEASING CORPORATION, a California corporation, ("Boothe" herein) and it is deemed to be in the best interest of the Corporation and its stockholders that further diversification of the business of the Corporation be accomplished as and when favorable opportunities are presented.

4. In order to facilitate further diversification of the business of the Corporation, it is desirable that the Corporation effect a reorganization which will result in converting the Corporation into a holding company by having it transfer its carrier properties and franchises to the Subsidiary as a contribution to capital.

NOW, THEREFORE, the Corporation and the Subsidiary do hereby adopt the following PLAN OF REORGANIZATION ("Plan" herein):

1. *Definitions.* As used herein, the following terms shall have the following meanings:

1.1 *Carrier Properties.* The term "Carrier Properties" shall mean all of the properties and assets of the Corporation of every kind and description, tangible or intangible, real, personal or mixed, except the "Non-Carrier Properties" as said term is defined in Section 1.2 hereof.

1.2 *Non-Carrier Properties.* The term "Non-Carrier Properties" shall mean:

(a) the Corporation's franchise to be a corporation;

(b) the capital stocks of:

(i) the Subsidiary;

(ii) Boothe;

(iii) Greyhound Post Houses, Inc., a Delaware corporation;

(iv) Motor Coach Industries, Inc., a Delaware corporation;

(c) the 1957 Incentive Stock Option Plan for Officers and Employees;

(d) claims for refund of, and any other rights in respect of, taxes on or measured by the income of the Corporation;

(e) any item of property which the Reorganization Manager determines will be neither necessary nor useful to the Subsidiary in conducting the carrier operations presently being conducted by the Corporation, such determination to be made by a certificate signed by the Reorganization Manager describing such item of property and stating the reason or reasons why such item of property will be neither so necessary nor so useful to the Subsidiary.

(f) any item of property the attempted transfer of which, or the attempted transfer of which without the consent of a third party, would constitute a breach of any agreement to which the Corporation is a party or would in any manner nullify, limit or impair the rights, privileges or benefits at the time enjoyed by the Corporation with respect to said item of property;

(g) such sum (not exceeding $1 million) in cash as the Reorganization Manager shall specify.

1.3. *Reorganization Manager.* The term "Reorganization Manager" shall include the Chairman of the Board of Directors of the Corporation and such other officer or officers of the Corporation as the Chairman of the Board of Directors or the Board of Directors may designate.

2. *Order of the Interstate Commerce Commission.* The Corporation and the Subsidiary have applied, or shall forthwith apply, to the Interstate Commerce Commission for:

(a) an order under Section 5(2) of the Interstate Commerce Act ("Commission Order" herein) for approval and authorization of the consolidation or merger of the Carrier Properties of the Corporation with the properties

and franchises of the Subsidiary by transfer of the Carrier Properties by the Corporation to the Subsidiary as contemplated by this Plan; and

(b) an order ("Finance Order" herein) under Sections 20a and 214 of the Interstate Commerce Act for approval and authorization for Subsidiary to assume the Corporation's outstanding Promissory Notes.

If the Interstate Commerce Commission shall deny the application for the Commission Order, this Plan shall be abandoned.

3. *Rulings of the Internal Revenue Service.* The Corporation and the Subsidiary have filed, or shall forthwith file, with the Internal Revenue Service a request or requests for:

(a) a ruling ("Income Tax Ruling" herein) to the effect that consummation of this Plan will not result in any recognized gain or loss for Federal income tax purposes to the Corporation, the stockholders of the Corporation or the Subsidiary; and

(b) a ruling ("Stamp Tax Ruling" herein) to the effect that the transfer of the Carrier Properties by the Corporation to the Subsidiary as contemplated by Section 5 hereof will not involve or be deemed to involve (i) an original issue of stock by the Corporation or the Subsidiary taxable under Section 4301 of the Internal Revenue Code, (ii) a transfer of stock of the Corporation or the Subsidiary taxable under Section 4321 of the Internal Revenue Code, or (iii) a conveyance or conveyances of real property taxable under Section 4361 of the Internal Revenue Code.

If the Income Tax Ruling is unfavorable, this Plan shall be abandoned.

4. *Stockholder Action.* A special meeting of the stockholders of the Corporation shall be called for the purpose of considering and acting upon approval of the reorganization contemplated by this Plan ("Stockholder Approval" herein). Said special meeting of stockholders shall not be called unless and until a favorable Income Tax Ruling shall have been obtained, but it may be called and/or held either before or after the Interstate Commerce Commission shall have acted on the applications referred to in Section 2 hereof. If this Plan is not approved at said special meeting by the affirmative vote of the holders of a majority of stock of the Corporation issued and outstanding (which vote shall include the affirmative vote of the holders of at least two-thirds (⅔rds) of the Convertible Preference Stock at the time outstanding voting separately as a class) this Plan shall be abandoned.

5. *Transfer of Carrier Properties to Subsidiary as Contribution to Capital; Liabilities.* If and when a favorable Commission Order, a favorable Income Tax

Ruling and Stockholder Approval shall have been obtained, the Corporation shall transfer the Carrier Properties to the Subsidiary as a contribution to the capital of the Subsidiary. The Subsidiary shall not issue any additional shares of its capital stock to the Corporation. Said transfer shall be expressly subject to all debts, liabilities and obligations of the Corporation, absolute or contingent, known or unknown, and the Subsidiary shall expressly assume and agree to pay, discharge or perform all of the debts, liabilities and obligations of the Corporation, including but without limiting the generality of the foregoing, to the extent authorized by the Finance Order, the obligations of the Corporation under its 4¾% Series A Notes due January 15, 1974, its 4¾% Series B Notes due July 15, 1975 and any other Promissory Notes outstanding. Said transfer shall be accomplished by execution and delivery by the Corporation and the Subsidiary of an Indenture of Transfer in, or substantially in, the form annexed hereto as Exhibit A, and such instruments of further assurance as may be necessary, convenient or proper in order to effectuate transfer of the Carrier Properties by the Corporation to the Subsidiary subject to the debts and liabilities of the Corporation.

6. *Matters to be Accomplished Prior to or Concurrently With Transfer of Carrier Properties.* Prior to or concurrently with the transfer of the Carrier Properties by the Corporation to the Subsidiary as contemplated by Section 5 hereof:

(a) the officers and directors of the Subsidiary shall be replaced as such by the persons who are then the officers and directors of the Corporation, the number of directors and the roster of officers of the Subsidiary being adjusted as necessary;

(b) the Subsidiary's name shall be changed to "Greyhound, Inc." or such other name containing the name "Greyhound" as the Reorganization Manager shall specify;

(c) the Subsidiary shall (to the extent it has not previously done so) qualify to do intra-state business in each of the 48 states and three Canadian provinces in which the Corporation is so qualified and in the District of Columbia.

7. *Matters to be Accomplished Concurrently With or After Transfer of Carrier Properties.* Concurrently with or as soon as possible after the transfer of the Carrier Properties by the Corporation to the Subsidiary, as contemplated by Section 5 hereof:

(a) the Corporation's principal office for the transaction of the business of the Corporation shall be established in whichever of the following cities,

namely, San Francisco, California, Chicago, Illinois, or New York, New York, the Reorganization Manager shall specify;

(b) the Corporation shall withdraw from each jurisdiction in which it is qualified as a foreign corporation to do local business other than the state in which its principal offices shall have been established pursuant to paragraph (a) above.

8. *Closing Date.* Unless circumstances shall make it impossible or the Reorganization Manager shall otherwise determine, the closing date for consummation of this Plan by transfer of the Carrier Properties by the Corporation to the Subsidiary shall be midnight, December 31, 1963.

IN WITNESS WHEREOF, the parties hereto have executed these presents this 21st day of August, 1963.

ATTEST:

MERRILL BUFFINGTON
Secretary

THE GREYHOUND CORPORATION

By M. C. FRAILEY
President

(Corporate Seal)

ATTEST:

W. T. MEINHOLD
Secretary

CALIFORNIA PARLOR CAR TOURS COMPANY

By R. E. THOMAS
President

(Corporate Seal)

Exhibit A

INDENTURE OF TRANSFER

THIS INDENTURE, made and entered into this _____ day of _____, 1963, by and between THE GREYHOUND CORPORATION, a Delaware corporation ("Corporation" herein), and GREYHOUND LINES, INC., a California corporation ("Subsidiary" herein),

W I T N E S S E T H:

WHEREAS, the Corporation is the owner and holder of record of 100% of the issued and outstanding shares of the capital stock of the Subsidiary; and

WHEREAS, on the terms and conditions herein set forth, the Corporation desires to make, and the Subsidiary desires to accept, a contribution to the capital of the Subsidiary;

NOW, THEREFORE:

1. The Corporation does hereby grant, bargain, sell, remise, release, convey, confirm, assign, transfer and set-over unto the Subsidiary, its successors and assigns, all of the properties and assets of the Corporation of every kind and description, tangible or intangible, real, personal or mixed;

EXCEPTING AND RESERVING, HOWEVER, unto the Corporation, its successors and assigns, the following:

(a) the Corporation's franchise to be a corporation;

(b) the capital stocks of:

(i) the Subsidiary;

(ii) Boothe Leasing Corporation, a California corporation;

(iii) Greyhound Post Houses, Inc., a Delaware corporation; and

(iv) Motor Coach Industries, Inc., a Delaware corporation;

(c) the 1957 Incentive Stock Option Plan for Officers and Employees;

(d) claims for refund of, and any other rights in respect of, taxes on or measured by the income of the Corporation;

(Here will be inserted descriptions of additional properties, if any, to be retained pursuant to Section 1.2(e) of the Plan of Reorganization)

(z) the sum of $1,000,000 in cash.

SUBJECT, HOWEVER, TO all debts, liabilities and obligations of the Corporation, absolute or contingent, known or unknown,

TO HAVE AND TO HOLD the same unto the Subsidiary, its successors and assigns, forever,

PROVIDED, HOWEVER, THAT, notwithstanding anything herein contained, this Indenture shall not operate to transfer to the Subsidiary any interest in any item of property of the Corporation if the attempted transfer of such property, or the attempted transfer of such property without the consent of a third party, would constitute a breach of any agreement to which the Corporation is a party, or would in any manner nullify, limit or impair the rights, benefits or privileges presently enjoyed by the Corporation with respect to said item of property, but, in any such case, such item of property shall remain the property of the Corporation, and the Corporation and the Subsidiary shall cooperate in making such arrangements by way of lease, contract or otherwise as may be necessary to provide the Subsidiary with rights, benefits and privileges with respect to such item of property equivalent as nearly as may be to the rights, benefits and privileges presently enjoyed by the Corporation with respect to such item of property.

2. From time to time after this Indenture shall become effective, the Corporation shall execute and deliver to the Subsidiary such instruments of further assurance with respect to the assets and properties of the Corporation hereby transferred as may be necessary, convenient or proper to vest title thereto in the Subsidiary.

3. The Subsidiary hereby assumes and agrees to pay, discharge or perform all debts, liabilities and obligations of the Corporation, absolute or contingent, known or unknown. Without limiting the generality of the foregoing, the Subsidiary hereby expressly assumes the obligations of the Corporation under its 4-3/4% Series A Notes due January 15, 1974, and its 4-3/4% Series B Notes due July 15, 1975, issued pursuant to Loan Agreement dated December 21, 1953, between the Corporation and Metropolitan Life Insurance Company and other lenders therein named and hereby expressly agrees and provides that all covenants and conditions in said Notes applicable to the Corporation

shall hereupon and hereafter be applicable to the Subsidiary and its subsidiaries.

4. This Indenture shall become effective at midnight, December 31, 1963.

IN WITNESS WHEREOF, the parties hereto have executed these presents this _____ day of _____, 1963.

ATTEST: THE GREYHOUND CORPORATION

_____ Secretary By _____ President

(Corporate Seal)

ATTEST: GREYHOUND LINES, INC.

_____ Secretary By _____ President

(Corporate Seal)

(Forms of Acknowledgment to be added)

GREYHOUND LINES INC.
PRO FORMA BALANCE SHEET GIVING EFFECT
TO THE PROPOSED PLAN OF REORGANIZATION
AS OF SEPTEMBER 30, 1963

ASSETS	GREYHOUND LINES, INC.	THE GREYHOUND CORPORATION	TRANSFER ADJUSTMENTS	GIVING EFFECT TO THE TRANSACTION GREYHOUND LINES, INC.	GIVING EFFECT TO THE TRANSACTION-THE GREYHOUND CORP.
Cash	$ 128,236	$ 16,284,598	$ 15,284,598	$ 15,412,834	$ 1,000,000
Temporary cash investments		39,846,521	39,846,521	39,846,521	
Accounts receivable	117,598	15,571,237	15,571,237	15,688,835	
Material and supplies		2,481,834	2,481,834	2,481,834	
Total current assets	$ 245,834	$ 74,184,190	$ 73,184,190	$ 73,430,024	$ 1,000,000
Tangible property, less depreciation	1,949	154,854,437	154,854,437	154,856.386	
Intangible property	3,841			3,841	
Investments and advances	75,565	30,378,911	15,061,394	15,136,959	158,629,214(1)
Special funds		200,000	200,000	200,000	
Deferred debits	15,099	2,979,693	2,979,693	2,994,792	
Total assets	$ 342,288	$262,597,231	$246,279,714	$246,622,002	$159,629,214
LIABILITIES					
Accounts payable	$ 144,563	$ 31,531,122	$ 31,531,122	$ 31,675,685	
Taxes accrued	3,774	20,991,308	20,991,308	20,995,082	
Reserve for injuries and damages-Current		5,498,541	5,498,541	5,498,541	
Other current liabilities	6,256	4,874,055	4,874,055	4,880,311	
Total current liabilities	$ 154,593	$ 62,895,026	$ 62,895,026	$ 63,049,619	
Advances payable		516,037	516,037	516,037	
Long-term obligations:					
Due within one year		2,603,851	2,603,851	2,603,851	
Due after one year		30,758,932	30,758,932	30,758,932	
Deferred credits		377,264	377,264	377,264	
Reserve for injuries and damages	42,443	5,816,907	5,816,907	5,859,350	
Capital stock: Preferred		5,666,500			5,666,500
Common	50,000	44,027,415		50,000	44,027,415
Premium on capital stock		78,378,284			78,378,284
Surplus: Unearned (contribution of capital)			143,311,697	143,311,697	
Earned	95,252	31,557,015		95,252	31,557,015
Total Liabilities	$ 342,288	$262,597,231	$246,279,714	$246,622,002	$159,629,214

(1) Includes $143,311,697 contribution of capital to Greyhound Lines, Inc.

BT-G62462

STATE OF NEW YORK)
COUNTY OF NEW YORK) ss.

On the 16th day of April, 196 4, before me personally came Jack Cohen to me known, who, being by me duly sworn, did depose and say that he resides at

that he is the DIRECTOR, TERMINALS DEPARTMENT of The Port of New York Authority, one of the corporations described in and which executed the foregoing instrument; that he knows the seal of the said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed by order of the Board of Commissioners of the said corporation; and that he signed his name thereto by like order.

Catherine A. Zaffarano
(notarial seal and stamp)

CATHERINE A. ZAFFARANO
NOTARY PUBLIC, State of New York
No. 41-4376392
Qualified in Queens County
Commission expires March 30, 1965

STATE OF ILLINOIS)
COUNTY OF COOK) ss.

On the 16th day of March, 196 4, before me personally came M. C. Frailey to me known, who, being by me duly sworn, did depose and say that he resides at

that he is ~~the~~ a Vice President of ~~the Eastern Greyhound Lines Division of~~ The Greyhound Corporation,

one of the corporations described in and which executed the foregoing instrument; that he knows the seal of the said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of the said corporation; and that he signed his name thereto by like order.

Rena H. Johnston
(notarial seal and stamp)

My Commission Expires
November 26, 1965

BT-G62462

~~STATE OF NEW YORK~~)
) ss.
COUNTY OF NEW YORK)

On the day of , 196 , before me personally came
to me known, who, being by me duly sworn, did depose and say that he resides at

that he is the
of The Port of New York Authority, one of the corporations described in and which executed the foregoing instrument; that he knows the seal of the said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed by order of the Board of Commissioners of the said corporation; and that he signed his name thereto by like order.

~~(notarial seal and stamp)~~

STATE OF ILLINOIS)
) ss.
COUNTY OF COOK)

On the 16th day of March , 196 4 , before me personally came M. C. Frailey
to me known, who. being by me duly sworn, did depose and say that he resides at

that he is ~~the a Vice~~ President of
Greyhound Lines, Inc.,

one of the corporations described in and which executed the foregoing instrument; that he knows the seal of the said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of the said corporation; and that he signed his name thereto by like order.

Rena N. Johnston
(notarial seal and stamp)

My Commission Expires
November 26, 1965

BTLW 12963

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Agreement No. ~~XXXXXX~~ BT-G-1
Supplement No. ~~6~~ 7

SUPPLEMENTAL AGREEMENT

THIS AGREEMENT, made as of December 16, 1963 by and between THE PORT OF NEW YORK AUTHORITY (hereinafter called "the Port Authority") and

THE GREYHOUND CORPORATION

(hereinafter called "the Carrier"),

WITNESSETH, That:

WHEREAS, heretofore and as of March 14, 1962 the Port Authority and the Carrier entered into an agreement licensing the use of space and services at the Port Authority Bus Terminal in the Borough of Manhattan, New York, New York, (which said agreement, as the same has been heretofore amended, modified and supplemented, is hereinafter called "the License Agreement"); and

WHEREAS, the Port Authority and the Carrier desire further to amend the License Agreement;

NOW, THEREFORE, for and in consideration of the covenants and agreements herein contained, the Port Authority and the Carrier hereby agree as follows:

BT G-1

BTLW

1. Notwithstanding the provisions of Section 2 and 3 of the License Agreement and in particular the provisions of paragraph (a) (1) of the said Section 2, if at any time or times a condition exists at the Terminal or elsewhere (including without limitation thereto special and seasonal traffic conditions, strikes, labor troubles, construction work, or damage to the Terminal which in the opinion of the Manager of the Terminal may affect the safe or efficient handling of passengers or buses at the particular space specified in Sections 2 and 3 for each particular use), the Manager may assign or designate for any use described in Section 3 including without limitation thereto the loading of buses and the unloading of buses, as an addition to the space described in the said Section 2, any space elsewhere at the Terminal which in the opinion of the Manager is useful for such purpose, and the Carrier shall use such space for such purpose for the duration of the condition as determined by the Manager. While such assignment or designation is in effect the space so assigned or designated shall be deemed, for the purpose of the License Agreement, loading berth space, unloading berth space or charter coach berth space as the case may be depending upon the use for which the assignment or designation was made.

2. The power of the Manager to assign or designate such different space shall be effective only on December 20, 1963 and on January 5, 1964.

3. As hereby amended, all the terms, provisions covenants and conditions of the License Agreement shall continue in full force and effect.

4. The Carrier represents and warrants that no broker has been concerned in the negotiation of this Supplemental Agreement and that there is no broker who is or may be entitled to be paid a commission in connection therewith. The Carrier shall indemnify and save harmless the Port Authority of and from all claims for commission or brokerage made by any and all persons, firms or corporations whatsoever for services in connection with the negotiation and execution of this Supplemental Agreement.

5. Neither the Commissioners of the Port Authority nor any of them, nor any officer, agent or employee thereof, shall be charged personally by the Carrier with any liability, or held liable to the Carrier under any term or provision of this Supplemental Agreement, or because of its execution or attempted execution, or because of any breach, or attempted or alleged breach thereof.

6. This Supplemental Agreement, together with the License Agreement (to which it is supplementary) constitutes the entire agreement between the Port Authority and the Carrier on the subject matter, and may not be changed, modified, discharged or extended except by instrument in writing duly executed on behalf of both the Port Authority and the Carrier. The Carrier agrees that no representations or warranties shall be binding upon the Port Authority unless expressed in writing in the License Agreement or in this Supplemental Agreement.

IN WITNESS WHEREOF, the Port Authority and the Carrier have executed these presents as of the date first above written.

ATTEST:

ASSISTANT SECRETARY

THE PORT OF NEW YORK AUTHORITY

By

(Title) Director, Terminals Dept.

ATTEST:

Executive Vice President

THE GREYHOUND CORPORATION

By R. F. Shaffer

(Title) President

(Corporate Seal)

Eastern Greyhound Lines
Division

APPROVED FOR TRANSMITTAL

FORM	TERMS
JBS by ASLD	

BT-G62462

STATE OF NEW YORK }
COUNTY OF NEW YORK } ss.

On the 20th day of Dec., 1963, before me personally came Jack Cohen to me known, who, being by me duly sworn, did depose and say that he resides at

that he is the Director, Financial Dept. of The Port of New York Authority, one of the corporations described in and which executed the foregoing instrument; that he knows the seal of the said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed by order of the Board of Commissioners of the said corporation; and that he signed his name thereto by like order.

Catherine A. Zaffarano
(notarial seal and stamp)

CATHERINE A. ZAFFARANO
NOTARY PUBLIC, State of New York
No. 41-4376392
Qualified in Queens County
Commission expires March 30, 1965

STATE OF New York }
COUNTY OF New York } ss.

On the 19th day of December, 1963, before me personally came R. F. Shaffer to me known, who, being by me duly sworn, did depose and say that he resides at

that he is the President of the Eastern Greyhound Lines Division of The Greyhound Corporation; that The Greyhound Corporation is one of the corporations described in and which executed the foregoing instrument; that he knows the seal of the said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of the said corporation; and that he signed his name thereto by like order.

[illegible]
(notarial seal and stamp)

Notary Public, State of New York
No 31-6095585
Qualified in New York County
Commission Expires March 30, 1966

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Agreement No. BT-G-1
Supplement No. 6

SUPPLEMENTAL AGREEMENT

THIS AGREEMENT made as of October 17, 1963 by and between THE PORT OF NEW YORK AUTHORITY (hereinafter called "the Port Authority") and THE GREYHOUND CORPORATION (hereinafter called "the Carrier"),

WITNESSETH, That:

WHEREAS, heretofore and as of March 14, 1962, the Port Authority and the Carrier entered into an agreement licensing the use of space and services at the Port Authority Bus Terminal in Manhattan, and hereinafter, as the same has been heretofore amended, modified and supplemented, called "the License Agreement"; and

WHEREAS, the Port Authority and the Carrier desire further to amend the License Agreement;

NOW, THEREFORE, for and in consideration of the covenants and agreements herein contained, the Port Authority and the Carrier hereby agree as follows:

1. For the period commencing at 12:01 A.M. on October 17, 1963, and ending with the expiration or earlier termination of the effective period of the license under the License Agreement, the baggage space under the License Agreement, as defined and described in subparagraph (3) of paragraph (a) of Section 2 of the License Agreement as amended by paragraph 1 of Supplement No. 1 to the License Agreement, shall include, in addition to the area heretofore described, the areas on the basement level of the Terminal shown in crosshatching on a sketch hereto attached, hereby made a part hereof and marked "Exhibit A-6". The areas so shown on Exhibit A-6 shall be a part of the baggage space under the License Agreement for all purposes, usable by the Carrier as such, and the Carrier shall have as to the said areas all the rights, duties, obligations and liabilities set forth in the License Agreement with reference to the baggage space.

2. Heretofore by an agreement made as of June 5, 1963 between the Port Authority and the Carrier and referred to as Supplement No. 3 to the License Agreement, an area as shown and described in the said Supplement No. 3 has been a part of the baggage space under the License Agreement. The period during which the area shown and described in Supplement No. 3 shall be a part of the baggage space under the License Agreement shall end at 11:59 o'clock P.M. on October 28, 1963, and the Carrier shall perform all the liabilities and obligations in connection with the area shown and described in Supplement No. 3 on that date that it has in connection with the expiration of the effective period of the License Agreement as to baggage space under the License Agreement.

BT-G-1

3. As hereby amended, all the terms, provisions, covenants and conditions of the License Agreement shall continue in full force and effect.

4. The Carrier represents and warrants that no broker has been concerned in the negotiation of this Supplemental Agreement and that there is no broker who is or may be entitled to be paid a commission in connection therewith. The Carrier shall indemnify and save harmless the Port Authority of and from all claims for commission or brokerage made by any and all persons, firms or corporations whatsoever for services in connection with the negotiation and execution of this Supplemental Agreement.

5. Neither the Commissioners of the Port Authority nor any of them, nor any officer, agent or employee thereof, shall be charged personally by the Carrier with any liability, or held liable to the Carrier under any term or provision of this Supplemental Agreement, or because of its execution or attempted execution, or because of any breach, or attempted or alleged breach thereof.

6. This Supplemental Agreement, together with the License Agreement, (to which it is supplementary) constitutes the entire agreement between the Port Authority and the Carrier on the subject matter, and may not be changed, modified, discharged or extended except by instrument in writing duly executed on behalf of both the Port Authority and the Carrier. The Carrier agrees that no representations or warranties shall be binding upon the Port Authority unless expressed in writing in the License Agreement or in this Supplemental Agreement.

IN WITNESS WHEREOF, the Port Authority and the Carrier have executed these presents as of the date first above written.

ATTEST:

Mildred E. Todd
Assistant Secretary

THE PORT OF NEW YORK AUTHORITY

By Jack Cohen

(Title) Director of Terminals
(seal)

ATTEST:

R. L. Anthony
Asst. Secretary

THE GREYHOUND CORPORATION

By R. F. Shaffer

(Title) President, Eastern Greyhound Lines Division
(corporate seal)

APPROVED FOR TRANSMITTAL FORM
TERMS

ST-G 62462
Ack.

STATE OF NEW YORK }
COUNTY OF NEW YORK } ss.

On the 12th day of December, 1963, before me personally came Jack Rasen to me known, who, being by me duly sworn, did depose and say that he resides at

that he is the DIRECTOR, TERMINALS DEPARTMENT of The Port of New York Authority, one of the corporations described in and which executed the foregoing instrument; that he knows the seal of the said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed by order of the Board of Commissioners of the said corporation; and that he signed his name thereto by like order.

Catherine A. Zaffarano
(notarial seal and stamp)
CATHERINE A. ZAFFARANO
NOTARY PUBLIC, State of New York
No. 41-4376392
Qualified in Queens County
Commission expires March 30, 1965

STATE OF OHIO }
COUNTY OF CUYAHOGA } ss.

On the 2ND day of DECEMBER, 1963, before me personally came R. F. Shaffer to me known, who, being by me duly sworn, did depose and say that he resides at

that he is the President of the Eastern Greyhound Lines Division of The Greyhound Corporation; that The Greyhound Corporation is one of the corporations described in and which executed the foregoing instrument; that he knows the seal of the said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of the said corporation; and that he signed his name thereto by like order.

Wayne A. Johnson
(notarial seal and stamp)
WAYNE A. JOHNSON, Notary Public
My Commission Expires June 23, 1968

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Agreement No. BT-G-1
Supplement No. 4

SUPPLEMENTAL AGREEMENT

THIS AGREEMENT, made as of August 1, 1963 by and between THE PORT OF NEW YORK AUTHORITY (hereinafter called "the Port Authority") and THE GREYHOUND CORPORATION (hereinafter called "the Carrier"),

WITNESSETH, That:

WHEREAS, heretofore and as of March 14, 1962 the Port Authority and the Carrier entered into an agreement licensing the use of space and services at the Port Authority Bus Terminal (hereinafter, as the same has been heretofore amended, modified and supplemented, called "the License Agreement"); and

WHEREAS, the Port Authority and the Carrier desire further to amend the License Agreement,

NOW, THEREFORE, for and in consideration of the covenants and agreements herein contained, the Port Authority and the Carrier hereby agree as follows:

1. The following shall be the procedure to be utilized by the Port Authority and the Carrier, at the request of the Carrier in connection with furnishing of information at the public information booth in the Terminal as required under the Agreement. Performance by the Port Authority of its obligations as herein stated shall constitute full performance of the Port Authority's obligation to supply information at the said booth as set forth in the License Agreement:

(a) Pursuant to the terms of an alteration application to be made by the Carrier and granted by the Port Authority, the Port Authority will permit the Carrier to install telephones for public use on the Main Concourse of the Port Authority Bus Terminal in the vicinity of the Information Booth as presently erected, all features of the telephone installation including the precise location or locations thereof to be as designated and approved by the Port Authority.

(b) The Carrier shall cause these telephones to be connected directly with an information service office operated by the Carrier and service from every phone shall be offered at all times. The telephone installation, including all such structures, supports and accessories as the Port Authority may approve in connection therewith, shall be installed, maintained, operated, cleaned, repaired and replaced by and at the expense of the Carrier. The Carrier shall have the same obligations in connection therewith as it has with respect to Space under the License Agreement.

(c) The Port Authority, consistent with its obligations to other carriers and with its obligations to the public generally, will handle all inquiries made at the Port Authority Information Booth for information as to Greyhound operations by referring the inquirers to the telephones described above. The Carrier shall give all inquirers using the said telephones the same types of information, as to its operations and those of its connecting carriers, which are normally furnished by the Port Authority to inquirers at the Information Booth, including services, schedules, and fares of the Carrier's and its connecting carriers' lines. In the event any inquirer using the telephones at any time requests information involving service from or to New York City by another than the Carrier, such inquirer shall be immediately requested to ask for such information at the Port Authority Information Booth.

(d) This procedure shall become effective immediately upon the installation of the telephone equipment hereinabove described and shall continue so long as information concerning the Carrier's operations is not dispensed by the Port Authority at the Port Authority Information Booth.

(e) Without limiting the provisions of paragraph (a) the Carrier agrees that the initial installation shall be of four telephone instruments, labelled and signed as specified by the Port Authority. If the Port Authority shall determine in its opinion, upon the basis of its surveys of actual usage of the telephones, that additional or fewer telephones are required, the Port Authority may, as the case may be, entertain application from the Carrier for such additional telephones, or require the Carrier to remove telepones that are not required.

2. As hereby amended, all the terms, provisions, covenants and conditions of the License Agreement shall continue in full force and effect. Without altering or amending the foregoing, the Carrier agrees that nothing herein contained shall alter, amend or affect the rates, charges and fees payable to the Port Authority under the License Agreement.

3. The Carrier represents and warrants that no broker has been concerned in the negotiation of this Supplemental Agreement and that there is no broker who is or may be entitled to be paid a commission in connection therewith. The Carrier shall indemnify and save harmless the Port Authority of and from all claims for commission or brokerage made by any and all persons, firms or corporations whatsoever for services in connection with the negotiation and execution of this Supplemental Agreement.

4. Neither the Commissioners of the Port Authority nor any of them, nor any officer, agent or employee thereof, shall be charged personally by the Carrier with any liability, or held liable to the Carrier under any term or provision of this Supplemental Agreement, or because of its execution or attempted execution, or because of any breach, or attempted or alleged breach thereof.

5. This Supplemental Agreement, together with the License Agreement (to which it is supplementary) constitutes the entire agreement between the Port Authority and the Carrier on the subject matter, and may not be changed, modified, discharged or extended except by instrument in writing duly executed on behalf of both the Port Authority and the Carrier. The Carrier agrees that no representations or warranties shall be binding upon the Port Authority unless expressed in writing in the License Agreement or in this Supplemental Agreement.

IN WITNESS WHEREOF, the Port Authority and the Carrier have executed these presents as of the date first above written.

ATTEST:

ASSISTANT SECRETARY

THE PORT OF NEW YORK AUTHORITY

By

(Title) DIRECTOR, TERMINALS DEPARTMENT

(seal)

APPROVED FOR TRANSMITTAL FORM | TERMS

ATTEST:

ASSISTANT SECRETARY

THE GREYHOUND CORPORATION

By R. Z. Shaffer

(Title) President Eastern Greyhound Lines Division

(corporate seal)

BT-G 62462
Ack.

STATE OF NEW YORK }
COUNTY OF NEW YORK } ss.

On the 11th day of September, 196 3 , before me personally came Jack Raven
to me known, who, being by me duly sworn, did depose and say that he resides at

that he is the DIRECTOR, TERMINALS DEPARTMENT
of The Port of New York Authority, one of the corporations described in and which executed the foregoing instrument; that he knows the seal of the said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed by order of the Board of Commissioners of the said corporation; and that he signed his name thereto by like order.

Albert F. Moncure
(notarial seal and stamp)

ALBERT F. MONCURE
NOTARY PUBLIC, STATE OF NEW YORK
No. 60-2746300
Qualified in Westchester County
Commission Expires March 30, 1965

STATE OF OHIO }
COUNTY OF CUYAHOGA } ss.

On the 19TH day of August , 196 3 , before me personally came R.F. Shaffer,
to me known, who, being by me duly sworn, did depose and say that he resides at

that he is the President of Eastern Greyhound Lines Division
of The Greyhound Corporation, that The Greyhound Corporation is

one of the corporations described in and which executed the foregoing instrument; that he knows the seal of the said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of the said corporation; and that he signed his name thereto by like order.

Wayne A. Johnson
(notarial seal and stamp)

WAYNE A. JOHNSON, Notary Public
My Commission Expires June 23, 1968

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Agreement No. BTG-1
Supplement No. 3

SUPPLEMENTAL AGREEMENT

THIS AGREEMENT, made as of June 5, 1963, by and between THE PORT OF NEW YORK AUTHORITY (hereinafter called "the Port Authority") and THE GREYHOUND CORPORATION (hereinafter called "the Carrier"),

WITNESSETH, THAT:

WHEREAS, heretofore and as of March 14, 1962, the Port Authority and the Carrier entered into an agreement licensing the use of space and services by the Carrier at the Port Authority Bus Terminal in Manhattan, the said agreement, as the same has been heretofore amended, modified and supplemented, being hereinafter called "the Agreement"; and

WHEREAS the Port Authority and the Carrier desire further to amend the Agreement;

NOW, THEREFORE, for and in consideration of the foregoing, and of the covenants and agreements herein contained, the Port Authority and the Carrier hereby agree as follows:

1. For the period commencing with the effective date of this Supplemental Agreement and ending on a date to be determined as hereinafter set forth, the baggage space under the Agreement, as defined and described in subparagraph (3) of paragraph (a) of Section 2 of the Agreement as amended by paragraph 1 of Supplement No. 1 to the Agreement shall include in addition to the area heretofore described, an area on the basement level of the Terminal as shown in diagonal hatching on a sketch hereto attached, hereby made a part hereof, and marked "Exhibit A-5".

2. During the period commencing and ending as hereinabove stated, the area so shown on Exhibit A-5 shall be a part of the baggage space under the Agreement for all purposes, useable by the Carrier as such, and the Carrier shall have as to the area so shown on Exhibit A-5 all the rights, duties, obligations and liabilities set forth in the Agreement as heretofore amended with reference to the baggage space.

3. The period during which the area so shown on Exhibit A-5 shall be a part of the baggage space shall end at 11:59 o'clock P.M. on a day to be determined in the sole discretion of the Port

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Authority and to be notified to the Carrier by no less than four (4) days' written notice in advance.

4. As hereby amended, all the terms, provisions, covenants and conditions of the Agreement shall continue in full force and effect.

5. The Carrier represents and warrants that no broker has been concerned in the negotiation of this Supplemental Agreement and that there is no broker who is or may be entitled to be paid a commission in connection therewith. The Carrier shall indemnify and save harmless the Port Authority of and from all claims for commission or brokerage made by and all persons, firms or corporations whatsoever for services in connection with the negotiation and execution of this Supplemental Agreement.

6. Neither the Commissioners of the Port Authority nor any of them, nor any officer, agent or employee thereof, shall be charged personally by the Carrier with any liability, or held liable to the Carrier under any term or provision of this Supplemental Agreement, or because of its execution or attempted execution, or because of any breach, or attempted or alleged breach thereof.

7. This Supplemental Agreement, together with the Agreement (to which it is supplementary) constitutes the entire Agreement between the Port Authority and the Carrier on the subject matter, and may not be changed, modified, discharged or extended except by instrument in writing duly executed on behalf of both the Port Authority and the Carrier. The Carrier agrees that no representations or warranties shall be binding upon the Port Authority unless expressed in writing in the Agreement or in this Supplemental Agreement.

IN WIHNESS WHEREOF, the Port Authority and the Carrier have executed these presents as of the date first above written.

ATTEST:

THE PORT OF NEW YORK AUTHORITY

By

(Title) DIRECTOR, TERMINALS DEPARTMENT

(seal)

ATTEST:

ASSISTANT SECRETARY

THE GREYHOUND CORPORATION

By

President, Eastern Greyhound Lines Division

Approved as to Form

Date: 6/10/63

SIGNATURE

APPROVED FOR TRANSMITTAL

FORM	TERMS
JAS by RAD	

BT-G 62462
Ack.

STATE OF NEW YORK)
) ss.
COUNTY OF NEW YORK)

On the 15th day of ~~June~~ July, 1963, before me personally came Jack Cusen to me known, who, being by me duly sworn, did depose and say that he resides at

that he is the DIRECTOR, TERMINALS DEPARTMENT of The Port of New York Authority, one of the corporations described in and which executed the foregoing instrument; that he knows the seal of the said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed by order of the Board of Commissioners of the said corporation; and that he signed his name thereto by like order.

Albert F. Moncure
(notarial seal and stamp)

ALBERT F. MONCURE
NOTARY PUBLIC, STATE OF NEW YORK
No. 60-2746300
Qualified in Westchester County
Commission Expires March 30, 1965

STATE OF OHIO)
) ss.
COUNTY OF CUYAHOGA)

On the 11th day of June, 1963, before me personally came R. F. Shaffer to me known, who, being by me duly sworn, did depose and say that he resides at

that he is the President of Eastern Greyhound Lines Division of The Greyhound Corporation, one of the corporations described in and which executed the foregoing instrument; that he knows the seal of the said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of the said corporation; and that he signed his name thereto by like order.

Wayne A. Johnson
(notarial seal and stamp)

WAYNE A. JOHNSON, Notary Public
My Commission Expires June 23, 1963

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Agreement No. BT-G-1
Supplement No. 2

SUPPLEMENTAL AGREEMENT

THIS AGREEMENT, made as of July 26, 1962 by and between THE PORT OF NEW YORK AUTHORITY (hereinafter called "the Port Authority") and THE GREYHOUND CORPORATION (hereinafter called "the Carrier"),

WITNESSETH, THAT:

WHEREAS, heretofore and as of March 14, 1962, the Port Authority and the Carrier entered into an agreement licensing the use of space and services by the Carrier at the Port Authority Bus Terminal in Manhattan, the said agreement, as the same has been heretofore amended, modified and supplemented, being hereinafter called "the Agreement"); and

WHEREAS, the Port Authority and the Carrier desire to amend the Agreement,

NOW, THEREFORE, the Port Authority and the Carrier hereby agree as follows:

1. (a) The Port Authority shall provide air-conditioning as hereinafter set forth, for that portion only of the Space as defined under the Agreement, which is shown on Exhibit A-4 to the Agreement. Air-conditioning to a comfortable temperature shall be supplied in the said portion of the Space from May 1 through September 30 in each year during such days and hours as the Carrier conducts its business and shall be paid for by the Carrier at the annual rate of One Thousand Seven Hundred Fifty Dollars and No Cents ($1,750.00), such rate being subject to adjustment as provided in the Agreement. The air-conditioning charge shall be payable by the Carrier in advance in equal monthly installments, subject to adjustment as referred to above. The Port Authority may at its option, furnish the air-conditioning by installing a complete air-conditioning unit in the said portion of the Space, and no such installation shall be or shall be construed to be a denial of the use of the Space, or shall be grounds for any diminution or abatement of the fees payable under the Agreement.

5. No Commissioner, director, officer, agent or employee of either the Port Authority or the Carrier shall be charged personally or held contractually liable by or to the other party under any term or provision of this Supplemental Agreement, or because of its execution or attempted execution, or because of any breach, or attempted or alleged breach thereof.

6. This Supplemental Agreement, together with the Agreement (to which it is supplementary) constitutes the entire agreement between the Port Authority and the Carrier on the subject matter, and may not be changed, modified, discharged or extended except by instrument in writing duly executed on behalf of both the Port Authority and the Carrier. The Carrier agrees that no representations or warranties shall be binding upon the Port Authority unless expressed in writing in the Agreement or in this Supplemental Agreement.

IN WITNESS WHEREOF, the Port Authority and the Carrier have executed these presents as of the date first above written.

ATTEST:

Mildred C. Porth
Assistant Secretary

THE PORT OF NEW YORK AUTHORITY

By H. Davison

(Title) DIRECTOR, TERMINALS DEPARTMENT
(Seal)

ATTEST:

X R. L. Anthony
Assistant Secretary

THE GREYHOUND CORPORATION
(Eastern Greyhound Lines Division)

By R. F. Shaffer

(Title) President
(Corporate Seal)

APPROVED FOR TRANSMITTAL FORM	TERMS
JAB by MSD	

(b) If the Carrier erects any partitions or makes any improvements which stop, hinder, obstruct or interfere with the conditioning of the air then no such action by the Carrier shall impose any obligation on the Port Authority to install facilities, equipment or fixtures for air-conditioning additional to those existing or presently planned, or to increase the capacity of existing or presently planned facilities, equipment or fixtures, and the Carrier shall not in such event be relieved of any of its obligations hereunder, by reason of any failure to maintain a comfortable temperature in the premises. No approval given by the Port Authority under the Agreement shall be or be deemed to be a representation that the work approved thereunder will not stop, hinder, obstruct or interfere with the air conditioning of the said portion of the Space or any part thereof.

(c) The Carrier shall keep closed all doors and windows opening from the said portion of the Space to areas which are not air-conditioned, except that doors may be opened when required for ingress or egress. The Carrier shall not otherwise waste or dissipate the air-conditioning by any act or omission whatsoever. Without otherwise affecting the Port Authority's rights or remedies in the event of any breach by the Carrier of its obligations under this Section, the Port Authority shall have the right to discontinue the said air-conditioning during any period of such waste or dissipation and no failure of the Port Authority to supply any such service under such conditions shall affect the obligations of the Carrier under the Agreement as hereby amended.

2. The Port Authority and the Carrier have heretofore agreed upon certain forms to be used for the making of reports to the Carrier under the provisions of Section 14(c)(6) of the Agreement, identified as the Carrier's Form E-7 (the ticket collection envelope), Form O-11 (drivers' trip report), Form O-14 (charter trip report) and Form TC-12 (Greyhound Terminal Agent's summary). For so long as the Carrier shall, in its conduct of non-charter operations from Central Manhattan, provide transportation only for persons supplied with tickets, and shall collect no cash fares in Central Manhattan, the said Form E-7, the ticket collection envelope, need not be retained by the Carrier for inspection by the Port Authority.

3. As hereby amended, all the terms, provisions, covenants and conditions of the Agreement shall continue in full force and effect.

4. The Lessee represents and warrants that no broker has been concerned in the negotiation of this Supplemental Agreement and that there is no broker who is or may be entitled to be paid a commission in connection therewith. The Carrier shall indemnify and save harmless the Port Authority of and from all claims for commission or brokerage made by any and all persons, firms or corporations whatsoever for services in connection with the negotiation and execution of this Supplemental Agreement.

BT-G 62462
Ack.

STATE OF NEW YORK }
COUNTY OF NEW YORK } ss.

On the 25 day of September, 196 2 , before me personally came H. Davison to me known, who, being by me duly sworn, did depose and say that he resides at New Jersey that he is the Director Terminals of The Port of New York Authority, one of the corporations described in and which executed the foregoing instrument; that he knows the seal of the said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed by order of the Board of Commissioners of the said corporation; and that he signed his name thereto by like order.

Bernice Rothberg
(notarial seal and stamp)

BERNICE ROTHBERG
NOTARY PUBLIC, State of New York
No. 41-3374845 QUEENS County
Term expires [illegible] 30, 1963

STATE OF OHIO }
COUNTY OF CAYUHOGA } ss.

On the 11th day of September , 196 2 , before me personally came R. F. Shaffer to me known, who, being by me duly sworn, did depose and say that he resides at

that he is the President of The Greyhound Corporation, Eastern Greyhound Lines Division,

one of the corporations described in and which executed the foregoing instrument; that he knows the seal of the said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of the said corporation; and that he signed his name thereto by like order.

Notary signature → Arthur J. Kuehny
(notarial seal and stamp)

ARTHUR J. KUEHNY, Notary Public
My Commission Expires Mar. 15, 1963

ARTHUR J. KUEHNY, Notary Public
My Commission Expires Mar. 15, 1963

BTGL 4462

April 10, 1962

The Greyhound Corporation
140 South Dearborn Street
Chicago 3, Illinois

Gentlemen:

In connection with the four (4) agreements between you and the Port Authority relating to your use of and operation from the Port Authority Bus Terminal in Manhattan, which are identified by the following numbers, dates and descriptions:

BT-G-1, as of March 14, 1962, (the license agreement);
BT-G-2, as of March 15, 1962, (the travel bureau lease);
BT-G-3, as of March 16, 1962, (the ticket office lease); and
BT-G-4, as of March 17, 1962, (the administrative office lease);

it has not been possible for you to supply all the plans for alterations which you intend to have made in various portions of the premises and space involved prior to the execution of the documents. Under usual circumstances, the construction obligations of the parties would be specifically set forth, either in the agreements themselves, or in alteration permits, issued pursuant to appropriate documents, upon mutual agreement between the parties.

Absence of such plans makes the usual course impossible here. Since both parties are in accord, and wish to execute the basic documents, it appears desirable to express the following principles as those which will control in the construction hereafter done under any of the four documents listed above.

1. Construction and alterations shall in each case, be done on the basis of an alteration permit, the standard form of which shall be that hereto attached as Exhibit A.

2. For as long as the Port Authority employs a general contractor at the Terminal in connection with the present expansion program, all construction to be done by you shall be done by the said general contractor (and its subcontractors); provided, however, that if in the opinion of the Chief Engineer of the Port Authority, no labor trouble will arise from use of a different general contractor (or subcontractor), as selected by you, you may use such different general contractor, subcontractor or subcontractors. You may employ the general contractor employed by the Port Authority (or any of its subcontractors) either directly or through the Port Authority. If through the

Port Authority, the charge of such contractor or subcontractor for his work shall be handled by the Port Authority as it it were to be paid by the Port Authority.

3. You shall do all work of demolition and all relocation of utility lines in connection with the ticket office premises and shall perform all construction including, without limitation thereto, the architectural finishing of the exterior sides of the perimeter walls of the premises to conform with the existing finishes of such walls in the public areas on the main concourse; in the performance of such work you shall use marble heretofore or hereafter removed from walls in the Bus Terminal for finishing the exterior of your premises, and the Port Authority will, to the extent of its stock of such marble, supply the same to you without charge. In the event additional structural work is required to provide wall recesses for coin-lockers the Port Authority shall pay for such additional work, and the Port Authority shall perform and pay for the work necessary for installation of diorama displays.

4. In connection with your construction of the travel bureau, the Port Authority shall perform the following portions of such work at its own expense:

(a) The construction of the perimeter walls and overhead deck (including the front balcony, if any) and the architectural finishing of the exteriors of all of the same, including glass walls and doors;

(b) Furnishing and installation of the interior ceiling (of acoustical tile), the floor (of vinyl asbestos tile) and of the smooth plaster on the interior sides of the perimeter walls.

(c) Supply and installation of flush-mounted standard fluorescent fixtures, sufficient to provide an average lighting intensity of 70 foot-candles.

(d) Installation of electric service terminating in fifteen 110-volt convenience outlets in the perimeter walls.

(e) Installation of a sprinkler system.

(f) Installation of a heating, ventilating and air-conditioning system designed with a capacity which takes into account the above installations.

(g) In the event you require additional installations of any kind, you shall pay the additional cost involved, and if in the opinion of the Port Authority, additions you have made to the work listed above require enlargement or increased capacity of the air-conditioning system, the Port Authority will provide the same as an addition at your expense.

(h) You shall furnish and install any lighting off the premises intended to illuminate the interior of the premises or any part thereof.

5. With respect to the premises under the administrative office lease, the Port Authority will at its own expense supply perimeter walls, acoustical tile ceiling, asphalt or vinyl abestos tile foor, and standard office lighting, air-conditioning and heating, electrical service outlets (at 110 volts) as reasonably required by you, and rough plumbing.

6. All work done by or through the Port Authority which is to be at your expense shall be paid for by you upon completion of the work, in an amount equivalent to 120% of the contract cost thereof.

No Commissioner, director, officer, agent or employee of either the Port Authority or you shall be charged personally or held contractually liable by or to the other party under any term or provision of this letter agreement or of any supplement, modification or amendment to this letter agreement or because of any breach or attempted or alleged breach thereof, or because of its or their execution or attempted execution.

Acceptance of these principles is to be indicated by your execution of the approval form below.

Very truly yours,

THE PORT OF NEW YORK AUTHORITY

By S Moakley

(Title) CHAIRMAN OF THE BOARD

Approved this 17th day of May, 1962;

THE GREYHOUND CORPORATION

By [illegible]

(Title) President

(Seal)

PA 531
1-62

THE PORT OF NEW YORK AUTHORITY
111 Eighth Avenue
New York 11, N.Y.

TENANT ALTERATION APPLICATION

No. of Copies of Application Required:
1. Prepare 4 copies for minor alterations such as electric outlets, partitions, cabinets, etc.
2. Prepare 7 copies for all other alterations.

Note: Refer to your Lease or Permit for information required below.

For Port Authority use onl
FACILITY
APP. NO.
APPLICANT'S NAME
DATE / /

APPLICANT MUST READ THE TERMS AND CONDITIONS PRINTED ON THE REVERSE HEREOF

The Applicant shall not commence performance of any of the said work prior to the receipt by Applicant of a copy of this application duly signed in Part Two hereof on behalf of The Port of New York Authority. Upon receipt thereof, the Applicant agrees to perform said work in accordance with the following "Information to be Furnished by Applicant" and to comply with and be bound by all requirements and conditions set forth below under the remarks, if any, in Part Two hereof and the terms and conditions set forth on the reverse hereof.

Minimum Insurance Limits Unless Specified to be Greater – Bodily Injury $25,000 each person; $50,000 each occurrence; Property Damage $10,000 each accident; $10,000 aggregate.

PART ONE: Information to be furnished by Applicant

Permission is hereby requested to perform the following described work on the space occupied by the Applicant

AT (FACILITY)	PURSUANT TO (LEASE, SPACE PERMIT) NO.	LOCATION (BUILDING # OR AREA) OF SPACE TO BE ALTERED

DESCRIPTION OF WORK AND REASON

ESTIMATED COST OF WORK $	ESTIMATED TIME TO COMPLETE (DAYS)	STARTING DATE / /	COMPLETION DATE / /

Plans: One print of each drawing must be submitted with each copy of application. Include floor plan and show area affected by proposed work (size 8½" x 11" or larger).

TITLE OF DRAWING	DRAWING NO.	DATED

NAME & ADDRESS OF CONTRACTOR (IF NOT KNOWN, SUBMIT LATER)

Professional Engineer or Architect, licensed in state where work is to be done, is required if work involves structural changes or work affects public safety or health.

NAME & ADDRESS OF ENGINEER OR ARCHITECT

TELEPHONE NO.

LICENSE NO.

SEND CORRESPONDENCE TO:
(NAME & ADDRESS OF EMPLOYEE IN CHARGE OF WORK)

TELEPHONE NO.

APPLICANT'S NAME (AS IT APPEARS ON LEASE OR PERMIT)

BY (SIGNATURE OF AUTHORIZED REPRESENTATIVE)	TITLE	DATE

PART TWO: Prepared by Port Authority and returned to applicant

The above Alteration Application is ☐ Approved ☐ Disapproved Subject to the following conditions:

☐ Continued on Rider "A" attached

Please advise the undersigned in writing, when this work has been completed.

The Port of New York Authority

BY

INSPECTED BY	DATE / /	TITLE	DATE / /

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THE PORT OF NEW YORK AUTHORITY

111 Eighth Avenue at 15th Street, New York 11, New York

Algonquin 5-1000

TERMINALS DEPARTMENT

Henry Davison

DIRECTOR

January 22, 1963

Port Authority Bus Terminal
Agreement No. BT-G-1

The Greyhound Corporation
1400 West Third Street
Cleveland 13, Ohio

Attention: The President, Eastern Greyhound Lines Division

Gentlemen:

This is to notify you in accordance with paragraph (b) of Section 22 of a certain agreement made between you and The Port of New York Authority as of March 14, 1962, that the Space as defined in the said agreement will not be available on April 1, 1963, the effective date set forth in Section 4 of the said agreement. You are hereby notified that the effective date of the license is postponed and is now May 1, 1963.

Very truly yours,

THE PORT OF NEW YORK AUTHORITY

By Jack Cruz

(Title) Deputy Director
Terminals Departm

REGISTERED MAIL

BTGS 43062

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Agreement No. BT-G-1
Supplement No. 1

SUPPLEMENTAL AGREEMENT

THIS AGREEMENT, made as of April 9, 1962, by and between THE PORT OF NEW YORK AUTHORITY (hereinafter called "the Port Authority") and THE GREYHOUND CORPORATION (hereinafter called "the Carrier"),

WITNESSETH, That:

WHEREAS, heretofore and as of March 14, 1962, the Port Authority and the Carrier have entered into an agreement licensing the use of space and services by the Carrier at the Port Authority Bus Terminal in Manhattan, in the City, County and State of New York, hereinafter called "the License Agreement"; and

WHEREAS, the Port Authority and the Carrier desire to amend the License Agreement;

NOW, THEREFORE, for and in consideration of the foregoing, and of the covenants and agreements herein contained, the Port Authority and the Carrier hereby agree as follows:

1. Subparagraph (3) of paragraph (a) of Section 2 of the License Agreement is hereby deemed to have been deleted therefrom and the following subparagraphs are hereby substituted in lieu thereof:

"(3) Space (allocated only if the Port Authority has notified the Carrier it is to handle its own baggage and express, in accordance with Section 33 (g) of this Agreement), consisting of an area on the basement story of the Terminal as shown in diagonal hatching on a sketch hereto attached, hereby made a part hereof, and marked 'Exhibit A-2'; an area on the lower bus level of the Terminal as shown in diagonal hatching on a sketch hereto attached, hereby made a part hereof, and marked 'Exhibit A-3'; and an area on the Main Concourse of the Terminal as shown in diagonal hatching on a sketch hereto attached, hereby made a part hereof, and marked 'Exhibit A-4'; all the space described in this subparagraph (3) is hereinafter referred to collectively as 'the baggage space'.

"(4) All space the use of which is licensed under subparagraphs (1), (2) and (3) of this paragraph (a) is hereinafter referred to collectively as 'the Space'. The use thereof shall be exclusive to the Carrier, subject to all the terms and provisions of this

Agreement. The Port Authority for the benefit of itself and of its Commissioners, officers, employees, agents, contractors, subcontractors, tenants, permittees, licensees, invitees, guests and persons doing business with it at the Terminal, and of all officers, employees, passengers, invitees and guests of, and other persons doing business at the Terminal with, any of the foregoing, shall have at all times a free right of access and passage over the portion of the Space shown in diagonal hatching (over color) on Exhibit A to the License Agreement, for passage between portions of the Terminal separated by the said portion of the Space."

2. The following paragraph is hereby added to Section 3 of the License Agreement:

> "(d) The Carrier shall use the baggage space for the reception, delivering, handling and storage of manifest and other baggage and of express carried or to be carried in the operations of the Carrier or in the operations of another carrier for which, on direction of the Port Authority in accordance with Section 33(c) of this Agreement, the Carrier is performing services at the Terminal with relation to manifest baggage or express or both, and the Carrier may use the baggage space for the handling of mail or newspapers or both, carried or to be carried in the operations of the Carrier or of such other carrier, and for an administrative and clerical office in connection with the baggage space operation."

3. The parenthetical phrase, "(not including the baggage space)" is hereby deemed to have been inserted in paragraph (b) of Section 5 of the License Agreement, to follow the word "Space".

4. Paragraph (c) is hereby deemed to have been deleted from Section 5 of the License Agreement, and the following paragraph is hereby substituted therefor:

> "(c) The Port Authority shall supply in the berth space and in the dispatcher's booth space only, the following: (i) electricity in reasonable quantities for the operation of teletype machines and for illumination purposes, by which is meant only the energizing of incandescent and fluorescent fixtures; (ii) light bulbs and tubes; and (iii) eight (8) electric outlets for use in connection with the cleaning and maintenance defined in Section 29 hereof."

5. In addition to its obligations set forth in Section 12 of the License Agreement, the Carrier shall keep the baggage space at all times clean and in an orderly condition and appearance, together with all the fixtures therein and all the equipment and personal property (including without limitation thereto,

the tractor and all other rolling stock assigned to the Carrier under Section 33 (g) of the License Agreement) whether belonging to the Port Authority or to the Carrier, located within the baggage space or used by the Carrier in connection therewith. With respect to all parts of the baggage space, and all the equipment located therein or used by the Carrier in connection therewith, including without limitation thereto, all the equipment originally furnished by the Port Authority, and with respect to the conveyor system (if any) in its entirety, and with respect to all those portions of the plumbing, electrical, mechanical, heating, ventilation and air-conditioning systems, if any, which are located in the baggage space, the Carrier shall take the same good care thereof that would be taken by a reasonably prudent owner who desires to keep and maintain the same so that at the expiration or termination of the effective period of the license under the License Agreement and at all times during the said effective period, the same or a reconstruction or replacement thereof or of any part thereof will be in as good condition as at the commencement of the said effective period, except for reasonable wear which does not affect the efficient or proper utilization of any part thereof. To that end, the Carrier shall perform all necessary preventive maintenance, including but not limited to painting of the interior of the baggage space, and except as hereinafter set forth, shall make all necessary repairs and replacements and do all necessary rebuilding, with respect to all parts of the baggage space, the conveyor system in its entirety and all of the equipment, and with respect to the portions of the various above-enumerated systems which are located in the baggage space. All fixtures, equipment and other personal property originally assigned to the Carrier, and all replacements thereof, shall be and remain the property of the Port Authority. Notwithstanding the foregoing, the Port Authority shall perform all necessary maintenance and repair of the structural framework of the baggage space. The Carrier shall have no claim or remedy against the Port Authority for breach of such obligation, unless reasonable notice of the necessity for repair shall have been given to the Port Authority.

6. (a) The Port Authority shall fulfill its undertaking in Section 33(g) of the License Agreement to provide equipment for the baggage space as follows:

(1) The Port Authority will deliver to the Carrier at the baggage space, on or before the commencement of the effective period of the license under the License Agreement, the following articles: one used electric water cooler, one used electric baggage tractor with charger, and ten baggage carts each approximately thirty inches by sixty inches in dimension.

(2) The Port Authority will pay to the Carrier the sum of Twenty-seven Thousand Dollars and No Cents ($27,000.00 to be used by the Carrier in the purchase of equipment assigned to use at the baggage space. Further, if the Carrier shall install in the baggage space the power-operated revolving mechanica

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THE PORT OF NEW YORK AUTHORITY

111 Eighth Avenue at 15th Street New York 11 NY

LAW DEPARTMENT

Sidney Goldstein
GENERAL COUNSEL

Daniel B. Goldberg
GENERAL SOLICITOR

Rosaleen C. Skehan
GENERAL ATTORNEY

October 2, 1962

Harold J. Drescher, Esq.
29 Broadway
New York 4, New York

Re: Port Authority Bus Terminal
The Greyhound Corporation
Agreement No. BT-G-1

Dear Mr. Drescher:

I enclose the signed and acknowledged duplicate original of Supplement No. 2 to Agreement No. BT-G-1, made as of July 26, 1962 between the Port Authority and The Greyhound Corporation.

Also enclosed are some conformed copies of the agreement.

Very truly yours,

Albert B. Dearden
Attorney

Encs.

J. G. Carty (1300)

baggage-sorting device known as the baggage carousel, then the Port Authority shall pay the Carrier an additional sum of Seven Thousand Dollars and No Cents ($7,000.00). The payments shall be made upon completion by the Carrier of the work of equipping the baggage space.

(b) All equipment purchased by the Carrier and assigned to use at the baggage space as set forth above shall be maintained and as necessary replaced by the Carrier, as set forth in Section 5 of this Supplemental Agreement; on the expiration or earlier termination of the effective period of the license under the License Agreement all of the same shall without execution of any further instrument, become the property of the Port Authority. The Carrier shall fulfill its obligations hereunder by delivering equipment which is in first-class operating condition and appearance, whether or not then new.

7. The Carrier represents and warrants that no broker has been concerned in the negotiation of this Supplemental Agreement and that there is no broker who is or may be entitled to be paid a commission in connection therewith. The Carrier shall indemnify and save harmless the Port Authority of and from all claims for commission or brokerage made by any and all persons, firms or corporations whatsoever for services in connection with the negotiation and execution of this Supplemental Agreement.

8. No Commissioner, director, officer, agent or employee of either the Port Authority or the Carrier shall be charged personally or held contractually liable by or to the other party under any term or provision of this Supplemental Agreement, or because of its execution or attempted execution, or because of any breach, or attempted or alleged breach thereof.

9. This Supplemental Agreement, together with the License Agreement, (to which it is supplementary) constitutes the entire agreement between the Port Authority and the Carrier on the subject matter, and may not be changed, modified, discharged or extended except by instrument in writing duly executed on behalf of both the Port Authority and the Carrier. The Carrier agrees that no representations or warranties shall be binding upon the Port Authority unless expressed in writing in the License Agreement or in this Supplemental Agreement.

IN WITNESS WHEREOF, the Port Authority and the Carrier have executed these presents this 17th day of May, 1962.

ATTEST: Joseph Sloan

THE PORT OF NEW YORK AUTHORITY

By S Bonham

(Title) CHAIRMAN

(Seal)

ATTEST: Merrill Buffington

THE GREYHOUND CORPORATION

By W C Bailey

(Title) PRESIDENT

(Corporate Seal)

BTG

STATE OF NEW YORK }
COUNTY OF NEW YORK } ss.

On the 17th day of May, 1962, before me personally came S. Sloan Colt to me known, who, being by me duly sworn, did depose and say that he resides

that he is the Chairman of the Board of The Port of New York Authority, one of the corporations described in and which executed the foregoing instrument; that he knows the seal of the said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed by order of the Board of Commissioners of the said corporation; and that he signed his name thereto by like order.

Mildred B. Bruno
(notarial seal and stamp)
MILDRED B. BRUNO
NOTARY PUBLIC, State of New York
No. 30-5497625
Qualified in Nassau County
Cert. filed in New York County
Commission Expires March 30, 1964

STATE OF New York }
COUNTY OF New York } ss.

On the 17th day of May, 1962, before me personally came M. C. Fraile to me known, who, being by me duly sworn, did depose and say that he resides at

that he is the President of The Greyhound Corporation, one of the corporations described in and which executed the foregoing instrument; that he knows the seal of the said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of the said corporation; and that he signed his name thereto by like order.

Mildred B. Bruno
(notarial seal and stamp)
MILDRED B. BRUNO
NOTARY PUBLIC, State of New York
No. 30-5497625
Qualified in Nassau County
Cert. filed in New York County
Commission Expires March 30, 1964

See agreement
march 1962
on Top

MAY 3 1962

3. Port Authority Bus Terminal - Agreements with The Greyhound Corporation

It was reported to the Committee that the latest series of negotiations with The Greyhound Corporation had reached tentative agreement subject to approval by the Board of Commissioners of the Port Authority and the Board of Directors of The Greyhou Corporation. It is anticipated that the Executive Committee of The Greyhound Corporat will approve the agreements prior to May 10, 1962.

Under the proposed agreements, Greyhound will utilize operating space, ticke office space, travel bureau space and administrative and dispatch office space in the Terminal commencing in April, 1963 and continuing for a term of twenty years. The and charges payable by Greyhound, all of which are subject to escalation, will b follows:

90¢ per departure;

9% of ticket sales;

$24.00 per square foot, per year for ticket office space;

$30.00 per square foot, per year for travel bureau space (against 5% of non-transportation gross receipts);

$ 5.25 per square foot, per year for administrative office space;

$ 1.00 per square foot for air conditioning.

The escalation formula provides that all fixed rentals shall be increased at five-year intervals according to an index of Port Authority labor costs and the percentage fees shall be increased by the excess, if any, of the Port Authority's labor costs over the Greyhound fare increase index. The rates cannot be reduced below the original levels during the term of the lease.

Greyhound will be allocated on a permanent basis, fifteen berths on the long haul level constituting 23% of all long haul berth space in the expanded Terminal. The prospective rentals compare favorably with the average income return for all such berths.

The reduction of one per cent in the ticket sales percentage represents compensation to The Greyhound Corporation for its undertaking to handle its own baggage. The Port Authority has undertaken to furnish baggage rooms without additional charge and to equip the same. The equipment obligation has been liquidated to the sum of $34,000, payable to Greyhound when the equipment has been purchased, plus some used Port Authority equipment.

It is anticipated that the existing agreement with the Trailways System will be superseded by an agreement similar to the one recommended here. Both Greyhound and Trailways will agree to handle the baggage and express of all other carriers in the Terminal so that the Port Authority will be in a position to withdraw from this operation. The uniform rate provision in existing licenses will require amendments with all other long haul carriers which will have the option either to pay one per cent of their ticket sales to Greyhound or Trailways for baggage and express services or to retain this money and perform coach-side baggage handling with their own forces.

Space on the main concourse now utilized in part for baggage handling facilities will be allocated to Greyhound for ticket offices. Greyhound will construct such offices at its own expense with the Port Authority responsible for bringing utilities to the site and furnishing air conditioning. The space between the new main banks of motorstairs will be leased to Greyhound for travel bureau purposes. The construction of this facility will be at Port Authority

(Operations)

expense. The office space will be furnished either by utilizing presently constructed office space or by new space to be constructed at the mezzanine level at the Ninth Avenue end of the Terminal. The baggage rooms will be located in space at the Ninth Avenue end of the Terminal. It is estimated that the improvements and alterations to the Terminal will have a contract cost of approximately one and a quarter million dollars, for which project authorization will be sought separately.

Under the policy of equal treatment to all carriers similarly situated, the Port Authority has represented to the other carriers in the Terminal that agreements similar to those recommended here will be offered to those carriers who desire them. Some or all of the members of the Trailways System are likely to avail themselves of this offer but until the companies have had an opportunity to review the agreement and its financial implications, it is impossible to forecast the number or identity of those carriers which will accept. In the opinion of the staff, the agreements and the built-in financial safeguards are such that the Port Authority would be at least as well-off under these long term agreements as it would be in a series of negotiations at short term intervals.

Recommendation was made that the Committee recommend to the Board that the Board authorize the Executive Director to enter into various agreements with The Greyhound Corporation for use of the Port Authority Bus Terminal and its facilities on the terms described above.

The power of the Committee to take such action is contained in Article XI, Section D-1 of the By-laws.

Approved and recommended to the Board.

(Operations)

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Recommendation was made that the Committee recommend to the Board that the Board authorize the Executive Director to enter into various agreements with The Greyhound Corporation for use of the Port Authority Bus Terminal and its facilities on the terms described above.

The power of the Committee to take such action is contained in Article XI, Section D-1 of the By-laws.

Approved and recommended to the Board.

MAY 3 196

Operations Committee Minutes

3. Port Authority Bus Terminal - Agreements with The Greyhound Corporation

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Under the proposed agreements, Greyhound will utilize operating space, ticket office space, travel bureau space and administrative and dispatch office space in the Terminal commencing in April, 1963 and continuing for a term of twenty years. The fees and charges payable by Greyhound, all of which are subject to escalation, will be as follows:

GREYHOUND- BT-G-1: F.A. BOARD MINUTES

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Agreements for Use of Port Authority Bus Terminal, New York City

WHEREAS, the negotiations between the company and the Port of New York Authority, herein called "Port Authority", with respect to the use and occupancy by the company of the Port Authority Bus Terminal in the Borough of Manhattan, City of New York, herein called "Terminal", have been completed and the results thereof have been embodied in the following proposed agreements, all of which are collectively called herein "Agreements", a copy of each of which has been submitted to this meeting and marked for identification by the Secretary:

1. (a) License Agreement, dated March 14, 1962, designated by the Port Authority as Agreement No. BT-G-1 and herein called "License Agreement", (b) Supplemental Agreement, dated March 20, 1962, designated by the Port Authority as Agreement No. BT-G-1, Supplement No. 1 and called herein "License Agreement, Supplement No. 1", and (c) Port Authority letter to the company, designated by the Port Authority as "License Agreement No.BT-G-1, Notice of Election and Designation Regarding Baggage Handling" and called herein "Baggage, etc., Election and Designation", whereby, among other things, the Port Authority grants to the company, subject to the terms, conditions and provisions thereof, the exclusive license to use in the Terminal (a) certain berth space for the arrival, departure and parking of the company's buses, (b) certain dispatcher's booth space for the dispatching of the company's buses and (c) certain space for the reception, delivering, handling and storage by the company of baggage and express carried or to be carried in the company's operations or in the operations of another carrier, the latter only if the Port Authority so directs;

2. Agreement of Lease, dated March 15, 1962, designated by the Port Authority as Lease No. BT-G-2 and called herein "Travel Bureau Lease", whereby the Port Authority lets to the company, subject to the terms, conditions and provisions thereof, certain space on the Main Concourse of the Terminal to be used by the company for a travel bureau;

3. Agreement of Lease, dated March 16, 1962, designated by the Port Authority as Lease No. BT-G-3 and called herein "Ticket Office Lease", whereby the Port Authority lets to the Company, subject to the terms, conditions and provisions thereof, certain space on the Main Concourse of the Terminal to be used by the company for a ticket office;

4. Agreement of Lease, dated March 17, 1962, designated by the Port Authority as Lease No. BT-G-4 and called herein "Administrative Office Lease", whereby the Port Authority lets to the company, subject to the terms, conditions and provisions thereof, certain space in the Terminal to be used by the company for a business, administration and operation office; and

5. Letter Agreement, dated April 10, 1962, and called herein "Construction Letter Agreement", which will govern the relationship of the company and the Port Authority as to the construction work to be done under the Agreements and the allocation of the expense of such construction between the company and the Port Authority.

NOW, THEREFORE, BE IT RESOLVED, That the form, terms, conditions and provisions of the Agreements, a copy of each of which has been submitted to this meeting, be, and they hereby are, in all respects, approved and that the company ente: into the Agreements in substantially the form submitted to this meeting;

FURTHER RESOLVED, That any one of the following officers, to wit: the Chairman of the Board of Directors, the President and the President of Eastern Division, be, and he hereby is, authorized to execute and deliver, on behalf of the company, the Agreements in substantially the form submitted to this meeting and to execute and deliver such other and further instruments, documents or agreements amending or supplementing the Agreements as the President may approve and to do such things and take such action as may be necessary in furtherance of or to effectuate the Agreements;

FURTHER RESOLVED, That the President of Eastern Division or any Vice President of Eastern Division be, and he hereby is, authorized on behalf of the company to enter into such contracts and take such other action as may be necessary or advisable to carry out the improvements in the Terminal which the company is required to make for itself under the terms, conditions and provisions of the Agreements, the estimated cost of which is approximately $160,000, including architec fees.

BTGL 4462

April 10, 1962

The Greyhound Corporation
140 South Dearborn Street
Chicago 3, Illinois

Gentlemen:

In connection with the four (4) agreements between you and the Port Authority relating to your use of and operation from the Port Authority Bus Terminal in Manhattan, which are identified by the following numbers, dates and descriptions:

BT-G-1, as of March 14, 1962, (the license agreement);
BT-G-2, as of March 15, 1962, (the travel bureau lease);
BT-G-3, as of March 16, 1962, (the ticket office lease); and
BT-G-4, as of March 17, 1962, (the administrative office lease);

it has not been possible for you to supply all the plans for alterations which you intend to have made in various portions of the premises and space involved prior to the execution of the documents. Under usual circumstances, the construction obligations of the parties would be specifically set forth, either in the agreements themselves, or in alteration permits, issued pursuant to appropriate documents, upon mutual agreement between the parties.

Absence of such plans makes the usual course impossible here. Since both parties are in accord, and wish to execute the basic documents, it appears desirable to express the following principles as those which will control in the construction hereafter done under any of the four documents listed above.

1. Construction and alterations shall in each case, be done on the basis of an alteration permit, the standard form of which shall be that hereto attached as Exhibit A.

2. For as long as the Port Authority employs a general contractor at the Terminal in connection with the present expansion program, all construction to be done by you shall be done by the said general contractor (and its subcontractors); provided, however, that if in the opinion of the Chief Engineer of the Port Authority, no labor trouble will arise from use of a different general contractor (or subcontractor), as selected by you, you may use such different general contractor, subcontractor or subcontractors. You may employ the general contractor employed by the Port Authority (or any of its subcontractors) either directly or through the Port Authority. If through the

Port Authority, the charge of such contractor or subcontractor for his work shall be handled by the Port Authority as it it were to be paid by the Port Authority.

3. You shall do all work of demolition and all relocation of utility lines in connection with the ticket office premises and shall perform all construction including, without limitation thereto, the architectural finishing of the exterior sides of the perimeter walls of the premises to conform with the existing finishes of such walls in the public areas on the main concourse; in the performance of such work you shall use marble heretofore or hereafter removed from walls in the Bus Terminal for finishing the exterior of your premises, and the Port Authority will, to the extent of its stock of such marble, supply the same to you without charge. In the event additional structural work is required to provide wall recesses for coin-lockers the Port Authority shall pay for such additional work, and the Port Authority shall perform and pay for the work necessary for installation of diorama displays.

4. In connection with your construction of the travel bureau, the Port Authority shall perform the following portions of such work at its own expense:

(a) The construction of the perimeter walls and overhead deck (including the front balcony, if any) and the architectural finishing of the exteriors of all of the same, including glass walls and doors;

(b) Furnishing and installation of the interior ceiling (of acoustical tile), the floor (of vinyl asbestos tile) and of the smooth plaster on the interior sides of the perimeter walls.

(c) Supply and installation of flush-mounted standard fluorescent fixtures, sufficient to provide an average lighting intensity of 70 foot-candles.

(d) Installation of electric service terminating in fifteen 110-volt convenience outlets in the perimeter walls.

(e) Installation of a sprinkler system.

(f) Installation of a heating, ventilating and air-conditioning system designed with a capacity which takes into account the above installations.

(g) In the event you require additional installations of any kind, you shall pay the additional cost involved, and if in the opinion of the Port Authority, additions you have made to the work listed above require enlargement or increased capacity of the air-conditioning system, the Port Authority will provide the same as an addition at your expense.

(h) You shall furnish and install any lighting off the premises intended to illuminate the interior of the premises or any part thereof.

5. With respect to the premises under the administrative office lease, the Port Authority will at its own expense supply perimeter walls, acoustical tile ceiling, asphalt or vinyl abestos tile foor, and standard office lighting, air-conditioning and heating, electrical service outlets (at 110 volts) as reasonably required by you, and rough plumbing.

6. All work done by or through the Port Authority which is to be at your expense shall be paid for by you upon completion of the work, in an amount equivalent to 120% of the contract cost thereof.

No Commissioner, director, officer, agent or employee of either the Port Authority or you shall be charged personally or held contractually liable by or to the other party under any term or provision of this letter agreement or of any supplement, modification or amendment to this letter agreement or because of any breach or attempted or alleged breach thereof, or because of its or their execution or attempted execution.

Acceptance of these principles is to be indicated by your execution of the approval form below.

Very truly yours,

THE PORT OF NEW YORK AUTHORITY

By _____

(Title) CHAIRMAN OF THE BOARD

Approved this 17th day of May, 1962;

THE GREYHOUND CORPORATION

By _____

(Title) President

(Seal)

PA 531
1.62

THE PORT OF NEW YORK AUTHORITY
111 Eighth Avenue
New York 11, N.Y.

TENANT ALTERATION APPLICATION

No. of Copies of Application Required:
1. Prepare 4 copies for minor alterations such as electric outlets, partitions, cabinets, etc.
2. Prepare 7 copies for all other alterations.

Note: Refer to your Lease or Permit for information required below.

For Port Authority use only
FACILITY
APP. NO.
APPLICANT'S NAME
DATE / /

APPLICANT MUST READ THE TERMS AND CONDITIONS PRINTED ON THE REVERSE HEREOF

The Applicant shall not commence performance of any of the said work prior to the receipt by Applicant of a copy of this application duly signed in Part Two hereof on behalf of The Port of New York Authority. Upon receipt thereof, the Applicant agrees to perform said work in accordance with the following "Information to be Furnished by Applicant" and to comply with and be bound by all requirements and conditions set forth below under the remarks, if any, in Part Two hereof and the terms and conditions set forth on the reverse hereof.

Minimum Insurance Limits Unless Specified to be Greater – Bodily Injury $25,000 each person; $50,000 each occurrence; Property Damage $10,000 each accident; $10,000 aggregate.

PART ONE: Information to be furnished by Applicant

Permission is hereby requested to perform the following described work on the space occupied by the Applicant

AT (FACILITY)	PURSUANT TO (LEASE, SPACE PERMIT) NO.	LOCATION (BUILDING # OR AREA) OF SPACE TO BE ALTERED

DESCRIPTION OF WORK AND REASON

ESTIMATED COST OF WORK $	ESTIMATED TIME TO COMPLETE (DAYS)	STARTING DATE / /	COMPLETION DATE / /

Plans: One print of each drawing must be submitted with each copy of application. Include floor plan and show area affected by proposed work (size 8½" x 11" or larger).

TITLE OF DRAWING	DRAWING NO.	DATED

NAME & ADDRESS OF CONTRACTOR (IF NOT KNOWN, SUBMIT LATER)

Professional Engineer or Architect, licensed in state where work is to be done, is required if work involves structural changes or work affects public safety or health.

NAME & ADDRESS OF ENGINEER OR ARCHITECT

TELEPHONE NO.

LICENSE NO.

SEND CORRESPONDENCE TO:
(NAME & ADDRESS OF EMPLOYEE IN CHARGE OF WORK)

TELEPHONE NO.

APPLICANT'S NAME (AS IT APPEARS ON LEASE OR PERMIT)

BY (SIGNATURE OF AUTHORIZED REPRESENTATIVE) | TITLE | DATE

PART TWO: Prepared by Port Authority and returned to applicant

The above Alteration Application is ☐ Approved ☐ Disapproved Subject to the following conditions:

☐ Continued on Rider "A" attached

Please advise the undersigned in writing, when this work has been completed.

The Port of New York Authority

BY

INSPECTED BY	DATE / /	TITLE	DATE / /

BTGS 43062

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Agreement No. BT-G-1
Supplement No. 1

SUPPLEMENTAL AGREEMENT

THIS AGREEMENT, made as of April 9, 1962, by and between THE PORT OF NEW YORK AUTHORITY (hereinafter called "the Port Authority") and THE GREYHOUND CORPORATION (hereinafter called "the Carrier"),

WITNESSETH, That:

WHEREAS, heretofore and as of March 14, 1962, the Port Authority and the Carrier have entered into an agreement licensing the use of space and services by the Carrier at the Port Authority Bus Terminal in Manhattan, in the City, County and State of New York, hereinafter called "the License Agreement"; and

WHEREAS, the Port Authority and the Carrier desire to amend the License Agreement;

NOW, THEREFORE, for and in consideration of the foregoing, and of the covenants and agreements herein contained, the Port Authority and the Carrier hereby agree as follows:

1. Subparagraph (3) of paragraph (a) of Section 2 of the License Agreement is hereby deemed to have been deleted therefrom and the following subparagraphs are hereby substituted in lieu thereof:

"(3) Space (allocated only if the Port Authority has notified the Carrier it is to handle its own baggage and express, in accordance with Section 33 (g) of this Agreement), consisting of an area on the basement story of the Terminal as shown in diagonal hatching on a sketch hereto attached, hereby made a part hereof, and marked 'Exhibit A-2'; an area on the lower bus level of the Terminal as shown in diagonal hatching on a sketch hereto attached, hereby made a part hereof, and marked 'Exhibit A-3'; and an area on the Main Concourse of the Terminal as shown in diagonal hatching on a sketch hereto attached, hereby made a part hereof, and marked 'Exhibit A-4'; all the space described in this subparagraph (3) is hereinafter referred to collectively as 'the baggage space'.

"(4) All space the use of which is licensed under subparagraphs (1), (2) and (3) of this paragraph (a) is hereinafter referred to collectively as 'the Space'. The use thereof shall be exclusive to the Carrier, subject to all the terms and provisions of this

Agreement. The Port Authority for the benefit of itself and of its Commissioners, officers, employees, agents, contractors, subcontractors, tenants, permittees, licensees, invitees, guests and persons doing business with it at the Terminal, and of all officers, employees, passengers, invitees and guests of, and other persons doing business at the Terminal with, any of the foregoing, shall have at all times a free right of access and passage over the portion of the Space shown in diagonal hatching (over color) on Exhibit A to the License Agreement, for passage between portions of the Terminal separated by the said portion of the Space."

2. The following paragraph is hereby added to Section 3 of the License Agreement:

> "(d) The Carrier shall use the baggage space for the reception, delivering, handling and storage of manifest and other baggage and of express carried or to be carried in the operations of the Carrier or in the operations of another carrier for which, on direction of the Port Authority in accordance with Section 33(c) of this Agreement, the Carrier is performing services at the Terminal with relation to manifest baggage or express or both, and the Carrier may use the baggage space for the handling of mail or newspapers or both, carried or to be carried in the operations of the Carrier or of such other carrier, and for an administrative and clerical office in connection with the baggage space operation."

3. The parenthetical phrase, "(not including the baggage space)" is hereby deemed to have been inserted in paragraph (b) of Section 5 of the License Agreement, to follow the word "Space".

4. Paragraph (c) is hereby deemed to have been deleted from Section 5 of the License Agreement, and the following paragraph is hereby substituted therefor:

> "(c) The Port Authority shall supply in the berth space and in the dispatcher's booth space only, the following: (i) electricity in reasonable quantities for the operation of teletype machines and for illumination purposes, by which is meant only the energizing of incandescent and fluorescent fixtures; (ii) light bulbs and tubes; and (iii) eight (8) electric outlets for use in connection with the cleaning and maintenance defined in Section 29 hereof."

5. In addition to its obligations set forth in Section 12 of the License Agreement, the Carrier shall keep the baggage space at all times clean and in an orderly condition and appearance, together with all the fixtures therein and all the equipment and personal property (including without limitation thereto,

the tractor and all other rolling stock assigned to the Carrier under Section 33 (g) of the License Agreement) whether belonging to the Port Authority or to the Carrier, located within the baggage space or used by the Carrier in connection therewith. With respect to all parts of the baggage space, and all the equipment located therein or used by the Carrier in connection therewith, including without limitation thereto, all the equipment originally furnished by the Port Authority, and with respect to the conveyor system (if any) in its entirety, and with respect to all those portions of the plumbing, electrical, mechanical, heating, ventilation and air-conditioning systems, if any, which are located in the baggage space, the Carrier shall take the same good care thereof that would be taken by a reasonably prudent owner who desires to keep and maintain the same so that at the expiration or termination of the effective period of the license under the License Agreement and at all times during the said effective period, the same or a reconstruction or replacement thereof or of any part thereof will be in as good condition as at the commencement of the said effective period, except for reasonable wear which does not affect the efficient or proper utilization of any part thereof. To that end, the Carrier shall perform all necessary preventive maintenance, including but not limited to painting of the interior of the baggage space, and except as hereinafter set forth, shall make all necessary repairs and replacements and do all necessary rebuilding, with respect to all parts of the baggage space, the conveyor system in its entirety and all of the equipment, and with respect to the portions of the various above-enumerated systems which are located in the baggage space. All fixtures, equipment and other personal property originally assigned to the Carrier, and all replacements thereof, shall be and remain the property of the Port Authority. Notwithstanding the foregoing, the Port Authority shall perform all necessary maintenance and repair of the structural framework of the baggage space. The Carrier shall have no claim or remedy against the Port Authority for breach of such obligation, unless reasonable notice of the necessity for repair shall have been given to the Port Authority.

6. (a) The Port Authority shall fulfill its undertaking in Section 33(g) of the License Agreement to provide equipment for the baggage space as follows:

(1) The Port Authority will deliver to the Carrier at the baggage space, on or before the commencement of the effective period of the license under the License Agreement, the following articles: one used electric water cooler, one used electric baggage tractor with charger, and ten baggage carts each approximately thirty inches by sixty inches in dimension.

(2) The Port Authority will pay to the Carrier the sum of Twenty-seven Thousand Dollars and No Cents ($27,000.00 to be used by the Carrier in the purchase of equipment assigned to use at the baggage space. Further, if the Carrier shall install in the baggage space the power-operated revolving mechanica

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THE PORT OF NEW YORK AUTHORITY

111 Eighth Avenue-at 15th Street New York 11 NY

LAW DEPARTMENT

Sidney Goldstein
GENERAL COUNSEL

Daniel B. Goldberg
GENERAL SOLICITOR

Rosaleen C. Skehan
GENERAL ATTORNEY

October 2, 1962

Harold J. Drescher, Esq.
29 Broadway
New York 4, New York

Re: Port Authority Bus Terminal
The Greyhound Corporation
Agreement No. BT-G-1

Dear Mr. Drescher:

I enclose the signed and acknowledged duplicate original of Supplement No. 2 to Agreement No. BT-G-1, made as of July 26, 1962 between the Port Authority and The Greyhound Corporation.

Also enclosed are some conformed copies of the agreement.

Very truly yours,

Albert B. Dearden
Attorney

Encs.

J. G. Carty (1300)

baggage-sorting device known as the baggage carousel, then the Port Authority shall pay the Carrier an additional sum of Seven Thousand Dollars and No Cents ($7,000.00). The payments shall be made upon completion by the Carrier of the work of equipping the baggage space.

(b) All equipment purchased by the Carrier and assigned to use at the baggage space as set forth above shall be maintained and as necessary replaced by the Carrier, as set forth in Section 5 of this Supplemental Agreement; on the expiration or earlier termination of the effective period of the license under the License Agreement all of the same shall without execution of any further instrument, become the property of the Port Authority. The Carrier shall fulfill its obligations hereunder by delivering equipment which is in first-class operating condition and appearance, whether or not then new.

7. The Carrier represents and warrants that no broker has been concerned in the negotiation of this Supplemental Agreement and that there is no broker who is or may be entitled to be paid a commission in connection therewith. The Carrier shall indemnify and save harmless the Port Authority of and from all claims for commission or brokerage made by any and all persons, firms or corporations whatsoever for services in connection with the negotiation and execution of this Supplemental Agreement.

8. No Commissioner, director, officer, agent or employee of either the Port Authority or the Carrier shall be charged personally or held contractually liable by or to the other party under any term or provision of this Supplemental Agreement, or because of its execution or attempted execution, or because of any breach, or attempted or alleged breach thereof.

9. This Supplemental Agreement, together with the License Agreement, (to which it is supplementary) constitutes the entire agreement between the Port Authority and the Carrier on the subject matter, and may not be changed, modified, discharged or extended except by instrument in writing duly executed on behalf of both the Port Authority and the Carrier. The Carrier agrees that no representations or warranties shall be binding upon the Port Authority unless expressed in writing in the License Agreement or in this Supplemental Agreement.

IN WITNESS WHEREOF, the Port Authority and the Carrier have executed these presents this 17th day of May, 1962.

ATTEST: [signature]

THE PORT OF NEW YORK AUTHORITY

By [signature]

(Title) CHAIRMAN

(Seal)

ATTEST: Merrill Buffington

THE GREYHOUND CORPORATION

By [signature]

(Title) PRESIDENT

(Corporate Seal)

I, Merrill Buffington, do hereby certify that I am the duly elected and qualified Secretary of The Greyhound Corporation and that the foregoing is a true and correct copy of certain resolutions duly adopted by the Board of Directors of said corporation, at a meeting of such board convened and held in accordance with law and the by-laws of said corporation on May 16, 1962, at which a quorum was present, as the same appear in the original minutes of said meeting in my custody, and that said resolutions are now in full force and effect.

WITNESS my hand and the seal of said corporation, this 17th day of May, 1962.

Merrill Buffington
Secretary

BTG

STATE OF NEW YORK }
COUNTY OF NEW YORK } ss.

On the 17th day of May, 1962, before me personally came S. Sloan Colt to me known, who, being by me duly sworn, did depose and say that he resides

that he is the Chairman of the Board of The Port of New York Authority, one of the corporations described in and which executed the foregoing instrument; that he knows the seal of the said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed by order of the Board of Commissioners of the said corporation; and that he signed his name thereto by like order.

Mildred B. Bruno
(notarial seal and stamp)
MILDRED B. BRUNO
NOTARY PUBLIC, State of New York
No. 30-5497625
Qualified in Nassau County
Cert. filed in New York County
Commission Expires March 30, 1964

STATE OF New York }
COUNTY OF New York } ss.

On the 17th day of May, 1962, before me personally came M. C. Frank to me known, who, being by me duly sworn, did depose and say that he resides at

that he is the President of The Greyhound Corporation, one of the corporations described in and which executed the foregoing instrument; that he knows the seal of the said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of the said corporation; and that he signed his name thereto by like order.

Mildred B. Bruno
(notarial seal and stamp)
MILDRED B. BRUNO
NOTARY PUBLIC, State of New York
No. 30-5497625
Qualified in Nassau County
Cert. filed in New York County
Commission Expires March 30, 1964

See agreement March 1962 on top

MAY 3 1962

3. Port Authority Bus Terminal - Agreements with The Greyhound Corporation

It was reported to the Committee that the latest series of negotiations with The Greyhound Corporation had reached tentative agreement subject to approval by the Board of Commissioners of the Port Authority and the Board of Directors of The Greyhou Corporation. It is anticipated that the Executive Committee of The Greyhound Corporat will approve the agreements prior to May 10, 1962.

Under the proposed agreements, Greyhound will utilize operating space, ticke office space, travel bureau space and administrative and dispatch office space in the Terminal commencing in April, 1963 and continuing for a term of twenty years. The and charges payable by Greyhound, all of which are subject to escalation, will b follows:

90¢ per departure;

9% of ticket sales;

$24.00 per square foot, per year for ticket office space;

$30.00 per square foot, per year for travel bureau space (against 5% of non-transportation gross receipts);

$ 5.25 per square foot, per year for administrative office space;

$ 1.00 per square foot for air conditioning.

The escalation formula provides that all fixed rentals shall be increased at five-year intervals according to an index of Port Authority labor costs and the percentage fees shall be increased by the excess, if any, of the Port Authority's labor costs over the Greyhound fare increase index. The rates cannot be reduced below the original levels during the term of the lease.

Greyhound will be allocated on a permanent basis, fifteen berths on the long haul level constituting 23% of all long haul berth space in the expanded Terminal. The prospective rentals compare favorably with the average income return for all such berths.

The reduction of one per cent in the ticket sales percentage represents compensation to The Greyhound Corporation for its undertaking to handle its own baggage. The Port Authority has undertaken to furnish baggage rooms without additional charge and to equip the same. The equipment obligation has been liquidated to the sum of $34,000, payable to Greyhound when the equipment has been purchased, plus some used Port Authority equipment.

It is anticipated that the existing agreement with the Trailways System will be superseded by an agreement similar to the one recommended here. Both Greyhound and Trailways will agree to handle the baggage and express of all other carriers in the Terminal so that the Port Authority will be in a position to withdraw from this operation. The uniform rate provision in existing licenses will require amendments with all other long haul carriers which will have the option either to pay one per cent of their ticket sales to Greyhound or Trailways for baggage and express services or to retain this money and perform coach-side baggage handling with their own forces.

Space on the main concourse now utilized in part for baggage handling facilities will be allocated to Greyhound for ticket offices. Greyhound will construct such offices at its own expense with the Port Authority responsible for bringing utilities to the site and furnishing air conditioning. The space between the new main banks of motorstairs will be leased to Greyhound for travel bureau purposes. The construction of this facility will be at Port Authority

(Operations)

expense. The office space will be furnished either by utilizing presently constructed office space or by new space to be constructed at the mezzanine level at the Ninth Avenue end of the Terminal. The baggage rooms will be located in space at the Ninth Avenue end of the Terminal. It is estimated that the improvements and alterations to the Terminal will have a contract cost of approximately one and a quarter million dollars, for which project authorization will be sought separately.

Under the policy of equal treatment to all carriers similarly situated, the Port Authority has represented to the other carriers in the Terminal that agreements similar to those recommended here will be offered to those carriers who desire them. Some or all of the members of the Trailways System are likely to avail themselves of this offer but until the companies have had an opportunity to review the agreement and its financial implications, it is impossible to forecast the number or identity of those carriers which will accept. In the opinion of the staff, the agreements and the built-in financial safeguards are such that the Port Authority would be at least as well-off under these long term agreements as it would be in a series of negotiations at short term intervals.

Recommendation was made that the Committee recommend to the Board that the Board authorize the Executive Director to enter into various agreements with The Greyhound Corporation for use of the Port Authority Bus Terminal and its facilities on the terms described above.

The power of the Committee to take such action is contained in Article XI, Section D-1 of the By-laws.

Approved and recommended to the Board.

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9% of ticket sales;

$24.00 per square foot, per year for ticket office space;

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Space on the main concourse now utilized in part for baggage handling facilities will be allocated to Greyhound for ticket offices. Greyhound will construct such offices at its own expense with the Port Authority responsible for bringing utilities to the site and furnishing air conditioning. The space between the new main banks of motorstairs will be leased to Greyhound for travel bureau purposes. The construction of this facility will be at Port Authority

expense. The office space will be furnished either by utilizing presently constructed office space or by new space to be constructed at the mezzanine level at the Ninth Avenue end of the Terminal. The baggage rooms will be located in space at the Ninth Avenue end of the Terminal. It is estimated that the improvements and alterations to the Terminal will have a contract cost of approximately one and a quarter million dollars, for which project authorization will be sought separately.

Under the policy of equal treatment to all carriers similarly situated, the Port Authority has represented to the other carriers in the Terminal that agreements similar to those recommended here will be offered to those carriers who desire them. Some or all of the members of the Trailways System are likely to avail themselves of this offer but until the companies have had an opportunity to review the agreement and its financial implications, it is impossible to forecast the number or identity of those carriers which will accept. In the opinion of the staff, the agreements and the built-in financial safeguards are such that the Port Authority would be at least as well-off under these long term agreements as it would be in a series of negotiations at short term intervals.

Recommendation was made that the Committee recommend to the Board that the Board authorize the Executive Director to enter into various agreements with The Greyhound Corporation for use of the Port Authority Bus Terminal and its facilities on the terms described above.

The power of the Committee to take such action is contained in Article XI, Section D-1 of the By-laws.

Approved and recommended to the Board.

MAY 3 196

Operations Committee Minutes

3. Port Authority Bus Terminal - Agreements with The Greyhound Corporation

It was reported to the Committee that the latest series of negotiations with The Greyhound Corporation had reached tentative agreement subject to approval by the Board of Commissioners of the Port Authority and the Board of Directors of The Greyhour Corporation. It is anticipated that the Executive Committee of The Greyhound Corporati will approve the agreements prior to May 10, 1962.

Under the proposed agreements, Greyhound will utilize operating space, ticket office space, travel bureau space and administrative and dispatch office space in the Terminal commencing in April, 1963 and continuing for a term of twenty years. The fees and charges payable by Greyhound, all of which are subject to escalation, will be as follows:

(Operations - 1/3/80)

Port Authority Bus Terminal Extension - Greyhound Lines, Inc. - Amendment to Ticket Plaza Lease

It was recalled that the Board, at its meeting on March 8, 1979, authorized the Executive Director to enter into an agreement with Greyhound Lines, Inc. extending its license agreement, and its ticket plaza, travel bureau and administrative office leases at the Port Authority Bus Terminal for the period from May 1, 1983 through April 30, 1994. At that time negotiations with Greyhound Lines, Inc. for sale facilities in the Bus Terminal Extension were not completed.

Agreement has now been reached, subject to the approval of the Committee, for an agreement with Greyhound Lines, Inc. amending its ticket plaza lease to provide for additional premises, of approximately 3,300 square feet, on the subway mezzanine level of the extension for use as a ticket sale facility, at an additional annual rental of $87,442, which includes $9,312 for chilled water for air conditioning, the additional rental to be subject to escalation in the same manner as is provided in the lease with respect to the ticket plaza premises presently let to Greyhound Lines, Inc.

Under the arrangement for the additional letting as originally negotiated, the Port Authority was to provide finished space to Greyhound Lines, Inc., including storefront, flooring, ceilings and heating, air conditioning, smoke purge, electrical and sprinkler systems. Greyhound, however, planned substantial changes to the Port Authority's standard finishes and wished to have the new ticket facility operational when it moved its bus operations into the extension. In order to facilitate the timely completion of the work without duplication of effort, Greyhound agreed to completely finish the space after approval by the Port Authority of its plans and specifications subject to reimbursement in an amount not to exceed the Port Authority's Engineer's construction cost estimate of $80,000 for providing standard finishes.

It was therefore recommended that the Committee authorize the Executive Director to enter into an agreement amending the ticket plaza lease presently in effect with Greyhound Lines, Inc. at the Port Authority Bus Terminal as outlined above.

The Committee has the power to act in this matter under the By-Laws, Article XI, section D, paragraph 8.

Whereupon, the following resolution was unanimously adopted:

RESOLVED, that the Executive Director be and he hereby is authorized on behalf of the Port Authority to enter into an agreement amending the ticket plaza lease presently in effect with Greyhound Lines, Inc. at the Port Authority Bus Terminal to provide for the letting of additional premises, of approximately 3,300 square feet, on the subway mezzanine level of the extension for use as a ticket sale facility, at an additional annual rental of $87,442, which includes $9,312 for chilled water for air conditioning, the additional rental to be subject to escalation in the same manner as is provided in the lease with respect to the premises presently let to Greyhound Lines, Inc.; the agreement provides that Greyhound Lines, Inc. will completely finish the space after approval by the Port Authority of its plans and specifications, and the Port Authority will reimburse Greyhound for the work in an amount not to exceed $80,000; the form of this agreement to be subject to the approval of General Counsel or his designated representative.

SECRETARY'S OFFICE

Greyhound Lines Inc

(124)

(Board - 3/8/79)

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Port Authority Bus Terminal - Greyhound Lines, Inc. - Extension and Amendment of License Agreement and of Leases for Ticket Plaza, Travel Bureau and Administrative Office; New Snack Bar Lease

It was reported by the Committee on Operations that the Greyhound system operates at the Port Authority Bus Terminal in Manhattan under the provisions of a license agreement covering the bus operation itself and of three leases which cover respectively a ticket-selling plaza, a travel bureau and an administrative office, under which the licensee and lessee is Greyhound Lines, Inc. as assignee of Greyhound Corporation. These have been in effect since 1962 and presently expire April 30, 1983. In 1973 a dispute arose over the application of the monetary escalation formula which was an integral part of these documents and this was settled under the provisions of a resolution adopted by the Board at its meeting on April 10, 1975. The settlement, which involved primarily adjustment of fees and charges and which applied to certain other carriers operating long-distance services out of the Bus Terminal, included an undertaking to negotiate increased fees and charges in the event the Port Authority proceeded with the Bus Terminal Extension project. Greyhound Lines, Inc. entered into formal agreements amending the license agreement and the three leases, all incorporating this provision.

As the Bus Terminal Extension has gone forward, negotiations have been carried on with Greyhound and agreement has been reached, subject to the approval of the Board, covering the relocation of nearly all of Greyhound's bus operations to the lower bus level of the extension and including various amendments of the license agreement and of the three leases. In addition, agreement has been reached for the leasing of space in the extension, to be used for operation of a snack bar by a Greyhound subsidiary.

The license agreement amendment provides for the payment by Greyhound of an additional fee of $1,500,000, payable in the amount of $750,000 ten days after the space in the extension is made available to the carrier, in the amount of $150,000 one year after Greyhound's shift to the extension, and $100,000 annually on the next six anniversaries of that payment date. For each departure in regular-route service Greyhound will pay $1.74, and the percentage fee for Manhattan sales will be 15% of monies paid and payable, which is a continuation of the present charge in each case; however, a formula based upon relative changes in Greyhound's average receipts per departure and increases in the United States Consumer Price Index for inter-city bus fares will be applied to increase the percentage, in May of 1983, 1987 and 1990, subject to establishment of maximum rates of 15½%, 16% and 16½%, respectively at those three times. All the berths on the lower bus level of the extension will assigned to Greyhound and it will have the right to the use of six additional berths in the existing terminal, as assigned from time to time by the facility manager from among twelve designated in the agreement. Space in the extension will be assigned for the carrier's facilities for the handling of baggage and express. Greyhound will pay for the air-conditioning of its new baggage space at an annual rate of $2.80 per square foot of enclosed space, plus an annual sum of $6,020 for air-conditioning service supplied to an unenclosed area; both rates will be subject to increases in 1983 and in 1988, measured by an increase in the United States Consumer Price Index, All Urban Consumers, with maximum increases of 13.6% effective May 1, 1983 and of 31.9%

SECRETARY'S OFFICE

effective May 1, 1988. Further, Greyhound will pay $5.00 per square foot annually for any net increase in the amount of baggage space it occupies following the transfer of its operations to the extension. The Port Authority will have the right to require Greyhound to surrender its baggage space in the original terminal, making substitute space available to the carrier and paying Greyhound its unamortized investment in facilities to be so relinquished which it may have made following the opening of the extension but in an investment amount not to exceed $65,000. The effective period is extended to April 30, 1994.

The amendment of the license agreement includes a provision that if the Port Authority enters into a license agreement similar to the one held by Greyhound with another carrier providing a departure fee or ticket sales percentage fee lower than that charged Greyhound with regard to service operated to the same destination points (except points not more than sixty miles from the Terminal), the Port Authority will offer Greyhound the lower rates in connection with its service to the same points.

The carrier's administrative offices, subject of one of the leases, will be relocated to the subway mezzanine of the extension and for the new premises Greyhound will pay a basic rental at an annual rate increased from $11.60 to $13.00 per square foot; this rate will be subject to two increases based upon increases in the United States Consumer Price Index, All Urban Consumers but not in excess of 13.6% in 1983 and of 31.9% in 1988; the term is extended to April 30, 1994. The leases for the travel bureau and the ticket-selling plaza are also extended to April 30, 1994 and the basic rentals and air-conditioning charges thereunder may be increased, again in accordance with the increase in the same consumer price index, by not more than 35.9% in 1983 and 57.9% in 1988.

The snack bar premises involve approximately 1,664 square feet on the lower bus level of the extension let to The Greyhound Corporation for a term to commence upon completion of the extension and to expire on April 30, 1994, at an annual rental of $20,000 plus 12% of annual gross receipts between $200,000 and $500,000, and 15% of gross receipts in excess of $500,000. Greyhound will have the right to make a one-time assignment of this lease to a wholly-owned subsidiary. The lessee will finish, equip, air-condition and decorate the premises at its own expense and will pay for metered electricity and water used. In addition, it will pay for chilled water for for air-conditioning purposes at the annual rate of $4,160, which will be subject to escalation of not more than 13.6% in 1983 and 31.9% in 1988, based on the United States Consumer Price Index, All Urban Consumers. The Port Authority will have the right to terminate the letting under this lease without cause on thirty (30) days' notice and will then reimburse the lessee's unamortized investment in the premises in an investment amount not to exceed $250,000. The lessee may be permitted to install a limited number of vending machines in areas adjacent to the premises, subject to Port Authority approval as to number, type, appearance and location, and as to the operating and maintenance procedures; there will be an additional fee paid of 17% of the gross receipts from these machines.

The Committee on Operations recommended the making of the four amendatory agreements with Greyhound Lines, Inc. as outlined above and of the snack bar lease with The Greyhound Corporation.

Whereupon, the following resolution was unanimously adopted:

RESOLVED, that the Executive Director be and he hereby is authorized on behalf of the Port Authority to enter into an agreement with Greyhound Lines, Inc., amending the license agreement made in 1962 under which the carrier operates its buses at the Port Authority Bus Terminal, to provide for an extension of the effective period to April 30, 1994, for the assignment to Greyhound on a permanent basis of all bus berths on the lower level of the extension of the terminal from the date of completion as determined by the Port Authority, with the retention by the carrier of the right to use six additional berths in the existing terminal, as directed by the Terminal Manager from time to time from among twelve designated in the agreement; the carrier to pay an additional fee totalling $1,500,000 as follows: $750,000 to be paid ten days after the space in the extension is made available to the carrier, $150,000 one year after the carrier's shift to the extension, and $600,000 in annual amounts of $100,000 paid on the six consecutive subsequent anniversaries of the date for the payment of $150,000; the carrier to continue to pay departure charges as presently in effect and a fee on Manhattan ticket sales (as detailed in the license agreement) of 15% except that the percentage shall be subject to periodic upward adjustment under a formula based on relative changes in Greyhound's receipts per bus departure and changes in the United States Consumer Price Index for inter-city bus fares, such adjustments to be made effective in May of 1983, 1987 and 1990 but not to exceed 15½%, 16% and 16½% respectively at such times; space for the handling of baggage and express to be assigned in the extension, and the carrier to pay $5.00 per square foot annually for any net increase of such space over space presently held in the existing terminal; the carrier to pay for air-conditioning in the baggage space at an annual rate of $2.80 per square foot of enclosed space plus $6,020 for air-conditioning service supplied in an unenclosed area, the charges to be subject to increases based on the United States Consumer Price Index, All Urban Consumers, but not to be more than 13.6% in 1983 and 31.9% in 1988; the Port Authority to have the right to require the carrier to surrender the baggage space in the existing Terminal which it may have retained, making substitute space available and paying the carrier its unamortized investment made for facilities in such relinquished space expended after the opening of the extension, in a maximum investment amount of $65,000; the agreement to provide that if the Port Authority enters into a similar license agreement for space and services at the terminal with another carrier providing a departure fee or a ticket sales percentage fee lower than that charged Greyhound with regard to service to the same destination points (more than sixty miles from the Terminal) the Port Authority will offer Greyhound the same lower rates with respect to service to the same points; the form of the agreement to be subject to the approval of General Counsel or his designated representative; and be it further

RESOLVED, that the Executive Director be and he hereby is authorized on behalf of the Port Authority to enter into an agreement amending the lease of premises at the Port Authority Bus Terminal used by Greyhound as administrative offices to extend the term to April 30, 1994, to relocate the premises to the subway mezzanine of the extension and to increase the basic rental upon such relocation from a rate based on $11.60 per square foot to $13.00 per square foot, such rate to be subject to further increases based on increases in the United States Consumer Price Index, All Urban Consumers, of not more than 13.6% in 1983 and 31.9% in 1988; the form of the agreement to be subject to the approval of General Counsel or his designated representative; and be it further

RESOLVED, that the Executive Director be and he hereby is authorized to enter into agreements amending the leases of premises at the Bus Terminal used by Greyhound for a ticket-selling plaza and for a travel bureau, to extend the term in each case to April 30, 1994, to provide that the basic rental and air-conditioning charges will be subject to increases based upon increases in the United States Consumer Price Index, All Urban Consumers, but not to exceed 35.9% in 1983 and 57.9% in 1988; the form of the agreements to be subject to the approval of General Counsel or his designated representative; and be it further

RESOLVED, that the Executive Director be and he hereby is authorized on behalf of the Port Authority to enter into an agreement with The Greyhound Corporation for the lease of premises on the lower level of the Bus Terminal Extension consisting of about 1,664 square feet for a term to commence upon completion of the extension as determined by the Port Authority and to expire on April 30, 1994, the premises to be used for the operation of a snack bar, at an annual rental rate of $20,000 plus 12% of annual gross receipts between $200,000 and $500,000 plus 15% of annual gross receipts in excess of $500,000; the tenant to pay for electrical energy and water used; and to pay for chilled water for air-conditioning purposes at the annual rate of $4,160, which will be subject to an escalation based on increases in the United States Consumer Price Index, All Urban Consumers, but not to exceed 13.6% in 1983 and 31.9% in 1988; Greyhound to have the right to make a one-time assignment of the lease to a wholly-owned subsidiary; the Port Authority to have the right to terminate the letting under this lease at any time without cause on thirty days' notice and in such case to reimburse the tenant for its then unamortized investment in facilities on the premises in an investment amount not to exceed $250,000; the form of the agreement to be subject to the approval of General Counsel or his designated representative.

(Operations - 2/28/79)

Port Authority Bus Terminal - Greyhound Lines, Inc. Extension of License Agreement and of Ticket Plaza, Travel Bureau and Administrative Office Leases, and Authorization of New Snack Bar Lease

It was reported to the Committee that the Board at its meeting on April 10, 1975, authorized the settlement of a contract dispute for fees for space and services at the Port Authority Bus Terminal with certain of the long-haul carriers, including Greyhound. The settlement provided, among other items, that the carriers agree to undertake to negotiate increased fees and charges in the event the Port Authority proceeded with the Bus Terminal Extension project. Greyhound Lines, Inc. subsequently executed a supplement to its License Agreement covering its bus terminal operation and supplements to its ticket plaza, travel bureau and administrative office leases, which provided for the renegotiation of fees and charges reflecting increased Port Authority investment and other costs connected with the expansion of the Terminal.

Agreement has been reached with Greyhound Lines, Inc. covering the relocation of its operation to the lower bus level of the Extension, the extension of the carrier's license agreement, and various leases for an additional 11 years through April 30, 1994, and a new snack bar lease with the following terms and conditions:

License Agreement

The payment by Greyhound of an additional fee of $1,500,000 payable in an initial amount of $750,000 ten days after the space in the extension is made available to the carrier, $150,000 one year after the completion of the extension and thereafter for six consecutive years at the rate of $100,000 per year.

A $1.74 departure charge and 15% fee on Manhattan ticket sales; however, the ticket sales percentage is to be subject to periodic upward adjustment under a formula based on relative changes in Greyhound's average sales per departure and the U.S. Consumer Price Index for intercity bus fares. Adjustments of the percentage, if indicated by application of the formula, are to be effective in May of 1983, 1987 and 1990, subject to maximum rates of 15½%, 16% and 16½%, respectively.

The assignment to Greyhound of berths on the lower bus level of the Extension, and the right to the use of six non-exclusive berths in the existing Terminal.

The assignment of space in the Extension for the carrier's baggage and express handling facilities. Greyhound will pay for the air-conditioning of its new baggage space at an annual rate of $2.80 per square foot of enclosed space plus $6,020 a year for the air-conditioning of an unenclosed area, both rates to be subject to increases, in accordance with the escalation provision contained in the agreement, in 1983 and 1988, such increases not to exceed 13.6% and 31.9%, respectively. In addition, Greyhound will pay for the use of any net increase in the amount of baggage space it will occupy following

the transfer of its operations to the Extension at an annual rate of $5 per square foot. In the event the Port Authority requires the carrier to surrender its baggage space remaining in the existing Terminal to accommodate other needs and makes equivalent substitute space available to the carrier, the Port Authority may upon 180 days' notice require Greyhound to relocate its operations in the existing Terminal to such substitute space, subject to reimbursement for any unamortized investment Greyhound may have made following the opening of the Extension, up to a maximum of $65,000.

In the event the Port Authority enters into a license agreement similar to Greyhound's with another carrier and such agreement calls for a departure fee or ticket sales percentage lower than that charged Greyhound for service to the same destination points beyond 60 miles from the Terminal, the Port Authority will offer Greyhound the lower rates with respect to its service to these points.

Ticket Plaza, Travel Bureau And Administrative Office Leases

Relocation of the carrier's administrative offices to the Subway Mezzanine of the Extension and upon such relocation, an increase in the annual rental rate from $11.60 to $13.00 per square foot. The rate will be subject to further increases in accordance with the escalation provision contained in the agreement, in 1983 and 1988, such increases not to exceed 13.6% and 31.9%, respectively.

Increases of the current basic rentals and air-conditioning charges for ticket plaza and travel bureau premises in accordance with the escalation provisions contained in the leases, in 1983 and 1988, such increases not to exceed 35.9% and 57.9%, respectively.

Snack Bar Lease

Agreement has been reached with Greyhound to lease premises for the operation of a snack bar consisting of 1,664 square feet on the lower bus level of the Extension where almost all of Greyhound's bus operations will be located. The lease will commence 90 days after the space has been tendered to Greyhound or whenever the Greyhound shift to the Extension is effectuated, whichever date is later and expire April 30, 1994. Greyhound will have the right to make a one-time assignment of its lease to a wholly-owned subsidiary.

The annual rental for the snack bar will be $20,000 plus 12% of gross receipts between $200,000 and $500,000 and 15% over $500,000. The operator will be required to finish, equip, air-condition and decorate the space at its own cost and expense. The tenant will be obligated to pay for chilled water at the rate of $4,160 per year subject to increases, in accordance with the escalation provision contained in the lease, in 1983 and 1988, such increases not to exceed 13.6% and 31.9%, respectively. In addition, the tenant will pay for metered electricity and water consumption.

(Operations - 2/28/79)

The Port Authority will have the right to terminate the agreement without cause upon thirty days' prior written notice. In such event, the Port Authority will be obligated to reimburse the operator's unamortized investment in an amount not to exceed $250,000. The snack bar operator may also be permitted to install a limited number of vending machines adjacent to the snack bar, subject to Port Authority approval as to number, type, decor, location and operating and maintenance procedures. Fees for such vending machines will be at the rate of 17% of gross receipts.

Recommendation was made that the Committee recommend to the Board that the Board authorize the Executive Director to enter into the following agreements with Greyhound Lines, Inc. at the Port Authority Bus Terminal and Extension:

1. an extension of the carrier's license agreement and for its ticket plaza, travel bureau and administrative office leases from May 1, 1983 through April 30, 1994 under terms and conditions described in the report: and,

2. a lease for a snack bar in the lower bus level of the Port Authority Bus Terminal Extension for a term from approximately January 1, 1980 through April 30, 1994, and providing for an annual rental of $20,000 plus 12% of gross receipts between $200,000 and $500,000 and 15% of gross receipts in excess of $500,000.

Approved and recommended to the Board.

BOARD MAR 1 3 1975

Port Authority Bus Terminal - Carrier License Agreements - Amendment of Long-Term Long-Distance Agreements

The Committee on Operations reported that the Board, at its meeting on May 10, 1962, authorized the Executive Director to enter into various agreements with The Greyhound Corporation for its use of space and services at the Port Authority Bus Terminal, and to proffer the same forms of agreements to other long-haul carriers. Subsequently agreements were entered into with eighteen carriers (including Greyhound) each for a term through April 30, 1983. The agreements contain a formula for resetting fees and charges in 1968, 1973 and 1978. Fees and charges established by each application of the formula would continue in effect for the five years next following. The formula was designed to assure that the fees and charges paid for use of the Port Authority Bus Terminal and its facilities would at least keep pace with inflationary trends. The index of inflation was agreed to by Greyhound and the other signatory carriers; it was the increase of the Port Authority's unit cost of labor since 1960, as measured by the starting salary and fringe benefits of eight specific jobs, and offset, in the case of percentage fees on ticket sales, by long-haul fare increases since 1960, as measured by the fares from New York City to seven named destinations. The base year, 1960, was selected because it was the year contract discussions were begun with Greyhound.

The first application of the formula, in 1968, produced a bus departure charge of $1.34 and a percentage fee on ticket sales of 11.8%, replacing a charge of $.90 and a fee of 9%. Rentals for ticket plaza, travel bureau and office space which were also subject to the formula, would have been increased by 48.4% at that time. The carriers involved objected to the magnitude of the increase, and after protracted and complex negotiations, agreements were reached with the carriers for increases to become effective in graduated steps over a four-year period.

The second application of the formula, in 1973, produced a departure charge of $2.13 and a percentage fee on ticket sales of 17.3%. Rates for occupancy of ticket plazas, travel bureaus and office space would increase 58.9% over existing rates. All the increases, in accordance with the basic formula, would be effective January 1, 1973.

The full application of the formula would have produced an annual increase of over $3 million in revenue and an estimated total of almost $16 million over the five-year period. The carriers refused to pay the increased rates, on the ground that the application of the formula did not properly reflect the escalation of operating and maintenance costs of the Port Authority. They

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made a claim also that their consent to the increased rates in 1968 had been granted only after alleged assurances that the Port Authority would proceed with the Bus Terminal extension project.

Nearly all the carriers so situated joined in bringing suit against the Port Authority in the Federal District Court of New Jersey in an attempt to void the agreements.

The carriers are currently paying the rates in effect during 1972, applied from January 1, 1973. After long negotiations, the following tentative agreement has been reached with Greyhound and various carriers operating in the Trailways group. The rates set forth below would take effect from January 1, 1973 and would apply throughout the remaining term of the license agreements and leases, with no further application during the period expiring April 30, 1983 of the formula for increases. The proposed rates are as follows:

1. 15% to be paid on ticket sales in accordance with the agreement;
2. a revenue bus departure charge of $1.74;
3. rental and other charges presently subject to escalation to be increased approximately 30%;
4. interest to be paid on sums due and owing at the annual rate of 9%.

If extended to all carriers holding the same form of agreement the settlement would produce estimated additional revenues over the five-year period ending in 1977 of approximately $9 million. Further elements of the settlement are an undertaking to negotiate increases if the Port Authority engages in the expansion of the Terminal, and the withdrawal of the litigation.

Whereupon, the following resolution was unanimously adopted:

> RESOLVED, that the Executive Director be and he hereby is authorized acting on behalf of the Port Authority to enter into agreements amending the long-term license agreements for operation at the Port Authority Bus Terminal and companion office and ticket facility leases, providing that for the period commencing January 1, 1973 and ending April 30, 1983 the carrier shall pay: (i) a revenue bus

departure charge of $1.74; (ii) a ticket sale percentage fee of 15%; (iii) all other rentals, fees and charges subject to escalation under the original license agreements and leases, of approximately 30% over 1972 levels; (iv) interest on sums due and owing at the annual rate of 9% (v) the escalation incorporated in the agreements and leases not to be again applied during the existing period of the agreement; (vi) the carriers to undertake to negotiate increased rates taking into account additional Port Authority costs in the event the Port Authority proceeds with the Bus Terminal extension project; (vii) the carriers to discontinue litigation; the form of the agreements to be subject to the approval of General Counsel or his designated representative.

2. Port Authority Bus Terminal - Settlement of Contract Dispute for Space and Services with Greyhound and Other Carriers

It was reported to the Committee that the Board, at its meeting on May 10, 1962, authorized the Executive Director to enter into various agreements with The Greyhound Corporation for its use of space and services at the Port Authority Bus Terminal and to proffer the same forms of agreement to other long-haul carriers. Subsequently, agreements were entered into with eighteen carriers, including Greyhound, each for a term ending April 30, 1983. The agreements contained a formula for resetting fees and charges in 1968, 1973, and 1978; for example, fees and charges established by the formula for 1973 would continue in effect for five years through 1977. The formula was designed to assure that fees and charges paid for the use of the Bus Terminal and its facilities would at least keep pace with inflationary trends. The index of inflation, agreed to by Greyhound and similarly accepted by all the other signatory carriers, was the increase of the Port Authority's unit cost of labor since 1960, as measured by the starting salaries and fringe benefits of eight specific jobs at the Bus Terminal, and offset, in the case of percentage fees, by long-haul fare increases since 1960, as measured by the fares from New York City to seven named destinations. The base year for the formula was set at 1960 because it was the year contract discussions were begun with Greyhound.

The first application of the formula in 1968 resulted in a bus departure charge of $1.34 and a percentage fee on Manhattan ticket sales of 11.8 percent, as compared with the initial charge of 90 cents per departure and a fee of 9 percent on ticket sales. The rentals for ticket plazas, travel bureaus and office space which were also subject to the formula would have been increased by 48.4 percent at that time. The long-haul carriers objected to the magnitude of the increases; and after protracted and complex negotiations, agreement was reached with the carriers for the increases to become effective in graduated steps over a four-year period.

The second application of the formula as of January 1, 1973 resulted in a departure charge computed to be $2.13 and a percentage fee on ticket sales of 17.3 percent. Ticket plazas, travel bureaus and office space rates occupied under the terms of the agreement containing Exhibit J would increase 58.9 percent over existing rates.

Full application of the lease formula would have produced an annual increase of over $3 million in revenue and would have produced total increased revenues of almost $16 million over the five-year period. The carriers refused to pay the increased rates on the grounds that the increases did not properly reflect the escalation of operating and maintenance costs of the Port Authority. Further, the carriers claimed that when they consented to the increased rates in 1968, they did so only after receiving alleged assurances that the Port Authority would proceed with the Bus Terminal extension project which would have relieved the severe congestion at the Bus Terminal and would have provided vastly improved operating conditions to the carriers. Nearly all the carriers so situated joined in bringing suit against the Port Authority in the Federal Court for New Jersey to void the agreements. The carriers are currently paying the 1972 rates of 11.8 percent on ticket sales, $1.34

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for each bus departure and the space rental rates which were being paid in 1972.

After protracted negotiations, the following tentative settlement has been reached with Greyhound and the various Trailways carriers who together represent 75% of the long-haul activity at the Bus Terminal, retroactive to January 1, 1973:

1. 15 percent on Manhattan ticket sales;

2. A bus departure charge of $1.74;

3. Space rentals and other charges subject to escalation increased approximately 30 percent over 1972 levels; and,

4. Plus interest on sums due and owing at the rate of 9 percent per year.

These rates will apply through the remaining term of the agreement, which presently extends to April 1983. The proposed settlement covers rates to be paid for use of the existing terminal facilities. In addition the carriers will discontinue their litigation. Should the Port Authority proceed with the Bus Terminal extension project, increased rates would be negotiated to take into account the additional Port Authority investment.

If extended to all carriers holding the same forms of agreement, the proposed settlement would result in additional revenues of approximately $9 million over the five-year period 1973-1977.

Recommendation was made that the Committee recommend to the Board that the Board authorize the Executive Director to enter into agreements with The Greyhound Corporation and the various Trailways carriers, – Safeway Trails, Trailways of New England, American Buslines, Edwards Motor Transit, Frank Martz Coach, Adirondack Transit, and Pine-Hill Kingston, – settling the contract dispute on payments for space and services at the Port Authority Bus Terminal on the terms specified below; and that he be further authorized to settle with other carriers similarly situated on the same terms and conditions.

Approved and recommended to the Board.

Port Authority Bus Terminal - Carrier License Agreements - Amendment of Long Term Long Distance

The Committee on Operations reported that the Board, at its meeting on May 10, 1962, authorized the Executive Director to enter into a license agreement with The Greyhound Corporation for its use of space and services at the Port Authority Bus Terminal and companion leases for office space and ticket facilities. The effective period of these agreements was twenty years and the agreements provided a formula for resetting fees and charges in 1968, and at five-year intervals thereafter. Rentals, fees and charge established by the formula as applied in 1968 would be in effect until the end of 1972.

By later resolution, the same forms of agreement were authorized to be offered to all other long-distance carriers, and a great many of them have made license agreements for operation of their buses at the Terminal on the basis of the "Greyhound" form, while a considerable number have entered into ticket plaza or travel bureau leases with similar terms. The formula was designed to assure that fees and charges paid for the use of Terminal facilities would in general keep pace with inflationary trends. The activity index selected, agreed to by Greyhound, and subsequently accepted by all the other signatories was the increase since 1960 of the Port Authority's unit cost of labor, as measured by increases in the starting salaries of eight selected job categories; in the case of percentage fees this was to be offset by fare increases as measured by the increase of seven selected fares between New York and other points. The base year for the formula was 1960 and the first year of changed rates was 1968, the changes to be effective from January 1 although the information and new figures would be supplied to the carriers on April 30.

Application of the formula for the first time produces a revenue bus departure charge of $1.34 and a percentage to be applied to ticket sales of 11.8%, the previous counterparts being $0.90 and 9%. Rentals in the lease of ticket plazas, travel bureaus and office space were increased by 48.4%. The operators affected objected strongly to

the increase claiming that they had not focused on the formula when entering into the agreements and leases. They argued that their operating costs were already high, that the increases exceeded what their own experience in the increase of labor and material would have provided, and that they had to have time to digest the increases.

Many of these carriers are also engaged in mass commuter transportation to and from nearby New Jersey and New York points. In order to accommodate them and the situation generally, the Port Authority entered into complex negotiations designed to preserve the basic principles of the agreements but to make reasonable accommodation to the carriers' financial positions.

Subject to approval by this Board, as a result of such negotiation agreement has been reached with the 18 companies (involving 28 actual agreements) to change rentals, fees and charges for the 5-year period 1968 through 1972 on a basis which will make the payments for the final year of that period the full payments as provided by the escalation formula, with a gradual approach to that result, starting with the calendar year 1968.

It was recommended that the Board authorize the Executive Director to enter into agreements amending the long-term form of license agreement held by eighteen bus companies operating at the Port Authority Bus Terminal (which has an expiration date in 1983) and ten companion leases of office and ticket facilities, to provide for the new schedule of fees and charges for the 5-year period commencing January 1, 1968; the agreements to install a Schedule of Charges for the various calendar years but providing an overall reduction amounting to an average of approximately $185,000 per annum for five years.

Whereupon, the following resolution was moved for adoption by Commissioner Lowe, the motion being seconded by Commissioner Regan:

RESOLVED, that the Executive Director be and he hereby is authorized acting on behalf of the Port Authority to enter into amendments of existing long-term license agreements for operation at the Port Authority Bus Terminal, and companion office and ticket facility leases providing for reduction in the annual license fees, departure charges, percentage rentals and basic rentals in accordance with schedules to be attached to the agreements, the changes to be in effect for the 5-year period commencing January 1, 1968; the schedules to provide for graduated annual increases throughout the five-year period, and the overall reduction to be an average of approximately $185,000 per annum for 5 years; the form of the agreements to be subject to the approval of General Counsel or his designated representative.

With the following result:

AYES: Kellogg, Cullman, Lowe, Ammidon, Clancy, Regan, Ronan, Sternkopf

NOES: None

Commissioners Engelhard and Stillman not voting

Carried.

3. Port Authority Bus Terminal - Amendment to Existing Agreements - Bus Companies Operating Under Long Term Form of Agreement

It was reported to the Committee that the Board, at its meeting on May 10, 1962, authorized the Executive Director to enter into various agreements with The Greyhound Corporation for its use of space and services at the Bus Terminal. The Board also authorized the Executive Director to proffer this form of agreement to all other long haul carriers similarly situated. Following these authorizations, agreements were entered into with eighteen carriers operating at the Terminal, including Greyhound, for a term ending April 30, 1983. The agreements provided a formula for re-setting fees and charges in 1968 and at five-year intervals thereafter during the term. For example, fees and charges established by the formula in 1968 would be in effect until December 31, 1972. Insofar as the formula itself is concerned, it was designed to assure that fees and charges paid for the use of Terminal facilities would generally keep pace with inflationary trends. The activity index selected, agreed to by Greyhound and subsequently accepted by all the others, was the increase since 1960 in the Port Authority's unit cost of labor (as measured by increases in starting salaries of eight jobs) and offset in the case of percentage fees, by long haul fare increases (as measured by the increases of seven fares from New York City). The base year for the formula was set at 1960 because it was the year when contract discussions with Greyhound began. Under the procedure established in the instrument the results were delivered to the carriers on April 30, 1968, to be effective, however, January 1, 1968.

The first application of the formula resulted in a departure charge of $1.34 and a percentage fee on Manhattan ticket sales of 11-8/10%. This is to be compared with the prior charges of ninety cents per bus departure and 9% on ticket sales. The rentals for ticket plazas, travel bureaus and office space, which were also applied to the formula, were increased by 48-4/10%.

The long haul operators objected to the magnitude of the increase and claimed they had not focused on the effect of the escalation in entering into the agreements. They availed themselves of arguments that their operating costs in New York City were already excessive, that the increase in fees and charges exceeded their own experience in the cost of labor and materials, and they they had to have time to digest these increases.

In order to accommodate the carriers, many of whom are also engaged in the mass transportation of commuters, the Port Authority entered into a series of complex negotiations designed to preserve the basic instrument but also to accommodate to a reasonable degree, the carrier's financial position.

As a result of those negotiations, agreement has been reached, subject to Board approval, on reduction of fees and charges which will result in a reduction in the annual license fees of an average of approximately $1,000 per year, in the percentage of 4/10ths of 1% on average, 5 cents on average on the start charge, and an average reduction of approximately $17,000 per year on rentals of ticket plazas, travel bureaus and office space for the term starting January 1, 1968 and ending December 31, 1972. Thereafter, the formula will be fully applicable. There are eighteen bus companies and some twenty-eight agreements involved.

The relief accorded to the carriers averages approximately $185,000 per year for five years.

Recommendation was made that the Committee recommend to the Board that the Board authorize the Executive Director to enter into agreements amending the long term form of license agreement held by eighteen bus companies operating from the Port Authority Bus Terminal and companion leases of office and ticket facilities, to provide for a new schedule of fees and charges commencing January 1, 1968 and ending December 31, 1972.

Approved and recommended to the Board.

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2. Port Authority Bus Terminal - Renegotiation of Standard Form License Agreements for Short-Haul and Certain Long-Haul Carriers

It was reported that the form of license agreement used at the Port Authority Bus Terminal for all short-haul (suburban) carriers and for six long-distance carriers, which is the form of agreement originally made in 1950, and extended with some amendment in 1961, was scheduled to expire on December 31, 1966. It was further reported that the agreements at the George Washington Bridge Bus Station, which do not expire until December 31, 1967, contain a provision for an increased start charge in 1967, if the start charge at the Port Authority Bus Terminal should be increased. The situation as to these agreements was reported to the Committee on Finance at its meeting on October 26, 1966.

Negotiations were carried on with the carriers for several months toward the close of 1966 and as they continued into 1967, extension agreements were entered into which provided that any fees and charges which were changed would become effective in their changed form on January 1, 1967.

Except for some changes in the terms of the agreement found desirable by the Port Authority through experience over the past sixteen years, most of which were either immediately accepted by the carriers or found acceptable after some modification, negotiations were primarily concerned with the schedule of fees and charges. Under the agreement in effect through 1966, the departure fee was $.90, the annual license fee $800 and the charter coach departure fee $2.50; under the new proposed agreement, the departure charge will be $1.05 during 1967 and $1.20 during the balance of the term, which is scheduled to expire December 31, 1971. The annual license fee will be $1,000, which is the amount presently paid by long-distance carriers holding the form of agreement which expires in 1983, and the charter coach fees are also equated to the ones in the long-distance agreements, being $5 per departure with an additional $5 fee if an assembly area is required. For those long-distance carriers not using the form of agreement which expires in 1983, (used with Greyhound and called "the twenty-year form") the same fees apply, with in addition a percentage fee on ticket sales which moves from 9% in the agreement recently expiring to 11% in the new agreement.

Under the earlier form of agreement, ticket windows and ticket accounting space were for the most part occupied without additional revenue, since the charge for them was credited against ticket percentage fees. Commencing January 1, 1967, both the ticket windows and ticket accounting space will be held under agreement providing charges therefor at the annual rate of $1,000 per ticket window and, for ticket accounting office space, at the annual rate of $6.50 per square foot.

It is contemplated that the twelve short-haul carriers now operating at the Bus Terminal and the six long-distance carriers not using the twenty-year form will operate under the new forms of agreement and that these forms will be made available to any new carriers which may appear during the period ending December 31, 1971

It was therefore recommended that the Committee authorize the Executive Director to execute five-year license agreements as outlined above, for the period commencing January 1, 1967, with all the suburban carriers presently operating at the Terminal, and with those long-distance carriers not utilizing the twenty-year form, and that agreements in the same forms be executed with any new carriers which may meet the requirements, in each case expiring December 31, 1971.

The Committee has power to act in this instance under Section D-8 of Article XI of the By-laws.

Whereupon, the following resolution was unanimously adopted:

RESOLVED, that the Executive Director be and he hereby is authorized acting on behalf of the Port Authority to enter into license agreements with all suburban (short-haul) operators of motor bus transportation now using the Port Authority Bus Terminal, with the six long-distance operators now using the Terminal which do not have license agreements expiring in 1983, and with such additional carriers as may meet the requirements, for an effective period ending December 31, 1971, commencing (in the case of the existing carriers) on January 1, 1967, providing for use of the Terminal for motor bus operations, with the following fees as to all carriers: departure charge for operation other than charter coach, $1.05 during 1967, $1.20 during the balance; charter coach departure fee $5, and $10 if an assembly area is required; plus an annual license fee of $1,000; with an additional fee for long-distance operators which shall be 11% of ticket sales; the form the agreement to be subject to the approval of General Counsel or his designated representative.

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See agreement on top of this page

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Port Authority Bus Terminal - The Greyhound Corporation - Agreements

The Committee on Operations reported that agreement has been reached with The Greyhound Corporation, subject to the approval of this Board and approval by the Board of Directors of The Greyhound Corporation, on use of the Port Authority Bus Terminal by Greyhound.

Four separate agreements are proposed, a license agreement, under which the buses will operate at the Terminal, a lease of ticket office space, a lease of travel bureau space, and a lease of administrative and dispatch office space, all to commence in April, 1963 and to continue for twenty years.

Greyhound will pay the following fees, rentals and charges all of which are subject to escalation: (i) under the license agreement, a $1,000 annual license fee, a charge of $0.90 for each departure of a bus in service, and 9% of ticket sales as defined in the agreement; (ii) under the ticket office lease, an annual rental at the rate of $25 per square foot; (iii) under the travel bureau lease, 5% of the gross receipts of sales other than transportation, with a minimum payment equivalent to an annual rental of $30 per square foot, and a charge of $1 annually per square foot for air-conditioning; and, (iv) under the administrativ office lease, an annual rental of $6.25 per square foot.

The formula for escalation provides increases at five-year intervals in fixed rentals and charges according to the increase (above 1960 levels) of certain Port Authority labor costs, and an increase of the percentage fees by the excess, if any, of such labor costs' increase over the Greyhound fare increase in the same period. The formula does not work a reduction in any rental or fee at any time, below the original amount.

The license agreement provides for permanent allocation of fifteen berths on the Lower Bus Level of the expanded Terminal, which constitutes 23% of

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Port Authority Bus Terminal - The Greyhound Corporation - Agreements

The Committee on Operations reported that agreement has been reached with The Greyhound Corporation, subject to the approval of this Board and approval by the Board of Directors of The Greyhound Corporation, on use of the Port Authority Bus Terminal by Greyhound.

Four separate agreements are proposed, a license agreement, under which the buses will operate at the Terminal, a lease of ticket office space, a lease of travel bureau space, and a lease of administrative and dispatch office space, all to commence in April, 1963 and to continue for twenty years.

Greyhound will pay the following fees, rentals and charges all of which are subject to escalation: (i) under the license agreement, a $1,000 annual license fee, a charge of $0.90 for each departure of a bus in service, and 9% of ticket sales as defined in the agreement; (ii) under the ticket office lease, an annual rental at the rate of $25 per square foot; (iii) under the travel bureau lease, 5% of the gross receipts of sales other than transportation, with a minimum payment equivalent to an annual rental of $30 per square foot, and a charge of $1 annually per square foot for air-conditioning; and, (iv) under the administrativ office lease, an annual rental of $6.25 per square foot.

The formula for escalation provides increases at five-year intervals in fixed rentals and charges according to the increase (above 1960 levels) of certain Port Authority labor costs, and an increase of the percentage fees by the excess, if any, of such labor costs' increase over the Greyhound fare increase in the same period. The formula does not work a reduction in any rental or fee at any time, below the original amount.

The license agreement provides for permanent allocation of fifteen berths on the Lower Bus Level of the expanded Terminal, which constitutes 23% of

all berth space in the Terminal available for long-haul usage. While under other license agreements the percentage applied to ticket sales is 10%, in this instance The Greyhound Corporation undertakes to handle its own baggage and express, with the Port Authority furnishing only baggage space and some equipment. The 1% reduction represents compensation for that undertaking. The Port Authority's equipment obligation has been liquidated to a payment of $34,000, plus supply of some used Port Authority equipment. It is anticipated that the existing license agreements with Trailways System and other carriers may be superseded by agreements similar to the Greyhound agreements, and that with both Greyhound and Trailways handling their own baggage and express and agreeing to handle the baggage and express of other carriers in the Terminal, the Port Authority will be in a position to withdraw from this operation. Existing provisions in licenses with other long-haul carriers will require amendment so that such others may either pay 1% of their ticket sales to Greyhound or Trailways for baggage service, or retain the money and perform such service at the coach side with their own forces.

The agreement with Greyhound, whose local operations now involve 5,800 average monthly departures, contains an obligation to use no other terminal or station in Central Manhattan.

The ticket office lease will utilize space on the Main Concourse now occupied in part by baggage-handling facilities. Greyhound will construct the office at its own expense with the Port Authority bringing utilities to the site. The travel bureau will occupy the space between the new main banks of motorstairs and will be constructed at Port Authority expense. The office space premises will be furnished by utilizing existing space on the Mezzanine Level at the Ninth Avenue end of the Terminal, at which end the baggage rooms will also be located. Separate authorization will be sought for the improvements and alterations to the Terminal needed for Greyhound.

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The Committee recommended that the Board authorize the Chairman, the Vice-Chairman or the Executive Director to enter into agreements on behalf of the Port Authority with The Greyhound Corporation as outlined above.

Whereupon, the following resolutions were moved for adoption by Commissioner Cullman, the motion being seconded by Commissioner Lowe:

RESOLVED, that the Chairman, the Vice-Chairman or the Executive Director be and he hereby is authorized to enter into a license agreement on behalf of the Port Authority with The Greyhound Corporation authorizing the use of space and services at the Port Authority Bus Terminal for the operation of buses by The Greyhound Corporation for a period of twenty years commencing on the completion of alterations to the Terminal, on or about April 1, 1963, pursuant to which the Port Authority will be obligated to provide space at the Port Authority Bus Terminal for loading and unloading of buses, waiting-rooms and passenger accommodations and baggage-handling space and to furnish services as agent of the carrier in operating an information center, with a charge of $1,000 per year and $.90 per bus departure, and an additional charge equal to the total of 9% of the price of all tickets sold in Manhattan for transportation by Greyhound and its connecting carriers from or to Central Manhattan as defined in the agreement; with provision of escalation for all charges based on increased labor costs to the Port Authority; the form of the agreement to be subject to the approval of General Counsel or his designated representative; and be it further

RESOLVED, that the Chairman, the Vice-Chairman or the Executive Director be and he hereby is authorized on behalf of the Port Authority to enter into an agreement of lease with The Greyhound Corporation covering an area on the Main Concourse of the Port Authority Bus Terminal for use as a ticket office at an annual rate of $25 per square foot, subject to escalation as set forth in the resolution above; for a term of twenty years commencing on or about April 1, 1963; the form of the agreement to be subject to the approval of General Counsel or his designated representative; and be it further

RESOLVED, that the Chairman, the Vice-Chairman or the Executive Director be and he hereby is authorized to enter on behalf of the Port Authority into an agreement of lease with The Greyhound Corporation covering premises on the Main Concourse of the Port Authority Bus Terminal to be used for a travel bureau, at an annual rental of $30 per square foot against 5% of gross receipts as defined in the agreement, with an annual square foot charge of $1 for air-conditioning, all subject to escalation as set forth in the resolution above; the term to be twenty years commencing on

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or around April 1, 1963; the form of the agreement to be subject to the approval of General Counsel or his designated representative; and be it further

RESOLVED, that the Chairman, the Vice-Chairman or the Executive Director be authorized on behalf of the Port Authority to enter into an agreement of lease with The Greyhound Corporation covering premises at the Port Authority Bus Terminal to be used as an administrative and operating office, at an annual rental of $6.25 per square foot, subject to escalation as set forth in the resolution above, the term to be twenty years commencing on or about April 1, 1963; the form of the agreement to be subject to the approval of General Counsel.

With the following result:

AYES: Kellogg, Cullman, Lowe, Jackson, Clancy, Halpern, McAlevy, Stillman, Engelhard

NOES: None

Carried.

Agreement No. BT-G-1
Supplement No. 19

54

SUPPLEMENTAL AGREEMENT

THIS AGREEMENT, made as of December 20, 1968, by and between THE PORT OF NEW YORK AUTHORITY (hereinafter called "the Port Authority") and GREYHOUND LINES, INC., (hereinafter called "the Carrier"),

WITNESSETH, That:

WHEREAS, heretofore and as of March 14, 1962, the Port Authority entered into an agreement with the Carrier's assignor, which said agreement, as the same has been heretofore amended, modified, supplemented and assigned, is hereinafter called "the Licsense Agreement", providing for the use of space and services at the Port Authority Bus Terminal, in the Borough of Manhattan, in the City, County and State of New York; and

WHEREAS, the Port Authority and the Carrier desire further to amend the License Agreement;

NOW, THEREFORE, for and in consideration of the foregoing, and of the covenants and agreements herein contained, the Port Authority and the Carrier hereby agree as follows:

1. The Carrier shall pay the fees and charges in accordance with the provisions of Section 14 of the License Agreement except that the following fees and charges shall be paid in lieu of the fees and charges which might be due pursuant to adjustments made under Exhibit J:

(i) the license fee provided for in paragraph (a)(1)

of the said Section 14 shall be payable as follows:

Year	Fee
1968	$1,378
1969	1,400
1970	1,433
1971	1,467
1972	1,484

(ii) the departure charges provided for in paragraphs (a) (2) and (a) (3) of the said Section 14 shall be payable in accordance with the following schedule, for departures during the calendar years shown:

Year	Revenue Departure	Charter Departure
1968	$1.24	$6.89/$13.78
1969	1.26	$7.00/$14.00
1970	1.29	$7.17/$14.33
1971	1.32	$7.34/$14.67
1972	1.34	$7.42/$14.84

(iii) the percentage payable under the provisions of paragraph (a) (4) of the said Section 14 shall be in accordance with the following schedule, without any change by reason of Section 33(b) of the License Agreement:

Year	Percentage
1968	11.0
1969	11.2
1970	11.4
1971	11.6
1972	11.8

2. All fees and charges accruing during the calendar year 1973 and subsequent years, shall be computed and payable in accordance with the provisions of the said paragraph (d) of Section 14 and as adjusted by application of Exhibit J. Nothing in this Agreement, however, shall prevent the use by the Carrier of Administrative Recourse as provided in Section 32 of the License Agreement, or any other provision thereof, in connection with modification of the fees and charges for periods subsequent to December 31, 1972, and in connection with any adjustment thereof by application of Exhibit J.

3. As hereby amended, all the terms, provisions, covenants and conditions of the License Agreement shall continue in full force and effect.

4. Payment of fees and charges for the preceding periods of time, as set forth in this Agreement, within thirty (30) days after delivery of the fully executed document to the Carrier, shall be deemed full performance of its payment obligations under the License Agreement for the corresponding periods of time.

5. Neither the Commissioners of the Port Authority nor any of them, nor any officer, agent or employee thereof, shall be charged personally by the Carrier with any liability, or held liable to the Carrier under any term or provision of this Agreement or because of its execution or attempted execution, or because of any breach, or attempted or alleged breach thereof.

6. This Agreement, together with the License Agreement (to which it is supplementary) constitutes the entire agreement between the Port Authority and the Carrier on the subject matter, and may not be changed, modified, discharged or extended except by instrument in writing duly executed on behalf of both the Port Authority and the Carrier. The Carrier agrees that no representations or warranties shall be binding upon the Port Authority unless expressed in writing in the License Agreement or in this Agreement.

IN WITNESS WHEREOF, the Port Authority and the Carrier have executed these presents as of the date first above written.

ATTEST:

ASSISTANT SECRETARY

THE PORT OF NEW YORK AUTHORITY

By

(Title) DIRECTOR, TERMINALS DEPARTMENT

(seal)

ATTEST:

ASSISTANT SECRETARY

GREYHOUND LINES, INC.

By

(Title) President, Eastern

(corporate seal)

Greyhound Lines Division

APPROVED FOR TRANSMITTAL

FORM	TERMS

THE PORT AUTHORITY OF NY & NJ

One World Trade Center
New York, N Y 10048

Tunnels, Bridges and
Terminals Department

Anthony J Barber
Director
(212) 466-8883
(201) 622-6600 x8883

71

August 8, 1986

Mr. James Nenow
Greyhound Lines, Inc.
625 Eighth Avenue
New York, N.Y. 10018

Re: Port Authority Bus Terminal -
Agreement BTG-1

Gentlemen:

This is to notify you, in accordance with the provisions of paragraph (c) of Section 33 of the license agreement for space and services at the Port Authority Bus Terminal made between you and the Port Authority as of March 14, 1962, that commencing September 1, 1986, you are to handle for Capitol Bus Company, a licensed carrier at the Port Authority Bus Terminal, its manifest baggage, package express, mail and newspapers. You are to provide terminal services for these items in accordance with Section 33.

It is understood that you will perform these services on the date stated. If this is contrary to your understanding with the carrier to be served, please immediately inform this office to that effect.

Sincerely,

The Port Authority of New York & New Jersey

By: A J Barber
Director, Tunnels, Bridges & Terminals
Department

cc: Gerald Smith, Capitol Bus
Robert Langan, Greyhound

CAPITOL BUS COMPANY

1061 SOUTH CAMERON STREET
P. O. BOX 3353
HARRISBURG, PENNSYLVANIA 17105-3353
TELEPHONE (717) 233-7673

November 29, 1985

71

The Port Authority of NY & NJ
One World Trade Center-71W
New York, NY 10048

RE: Agreement No. BT-L-/94/

Attention: Mr. Anthony Banbe, Acting director, Tunnels, Bridges & Terminals

Gentlemen:

The undersigned, acting under the provisions of the captioned license agreement, having been informed that The Port of New York Authority has designated The Greyhound Corporation and Safeway Trails, Inc. as its two present agents to handle manifest baggage, express, mail and newspapers at the Port Authority Bus Terminal, has elected as its agent the contractor whose name is checked on the attached notice and requires such contractor to perform at present only the services checked on the said notice.

Very truly yours,

Capitol Bus Company

By Gerald W. Smith

(Title) Vice President

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B U C K S L I P

71

TO: Anthony J. Barber, Director, TB&T
FROM: James P. McKillop
DATE: August 8, 1986

CC: D. Gallagher

Under the long haul form of agreement, those carriers that do not handle their own manifest baggage, express, mail and newspapers can request to be served by either Greyhound or Trailways, and the selected carrier (in this case Greyhound) upon notice from the Port Authority, is obligated to do so. I think you may recall that when the Port Authority stopped providing this service in 1963, it was stipulated in the Greyhound and Safeway Trails license agreements that they - upon a one time 1% reduction in the ticket sales percentage fee - would have to do this (and of course each got space and equipment from us to do so).

The attached are the notice forms completed by Capitol Bus, and we must now notify Greyhound officially (we have already orally advised Greyhound). Therefore, your signature is needed. After you have signed, please return to us for handling. Thanks.

James P. McKillop
Assistant Manager
Properties Division

MMS/djo

THE PORT AUTHORITY OF NY & NJ

One World Trade Center
New York, N.Y. 10048

(212) 466-7000
(201) 622-6600

58

Mr. J.W. Granville, District Manager
Greyhound Lines, Inc.
525 Eleventh Avenue - Maintenance Center
New York, New York 10018

At a meeting on December 14, 1984, the Port Authority and certain bus carriers that use the Lincoln Tunnel agreed to a 4-month experimental prepaid tolls operation at the Lincoln Tunnel. The purpose of this experimental operation is to determine whether or not the free flow of buses through the toll lanes will materially increase the through put of buses during peak morning commuting hours.

In accordance with this understanding, the Port Authority will permit your company to prepay its round trip toll through the Lincoln Tunnel for east-bound buses which are scheduled to use the Tunnel during the hours of 6:45 am to 9:30 am, Monday through Friday in accordance with the following:

1) The effective period of the test program will commence March 1, 1985 and will expire on June 30, 1985. The Manager of the Lincoln Tunnel may postpone the commencement of the effective period of the program by prior notice to the carriers. If the program has not commenced by March 31, 1985, this letter agreement will expire without further notice to the Port Authority or any carrier.

2) By letter dated January 7, 1985, copy attached, your company provided the Port Authority with the number of east-bound bus operations during the 6:45 am to 9:30 am morning week day hours for the month May through June. In accordance with this information, the tolls payable for the months May through June are:

May	-	$237.60
June	-	$216.00

3) Your company will pay the above amounts listed for each month 5 days prior to the first day of each month. No further billing will be required from the Port Authority under this letter agreement.

4) The manager of the Lincoln Tunnel will administer the program and will provide the carriers concerned with either written or oral procedures covering the manner in which the operation is to be conducted. Such procedures may be changed by the manager at any time with or without prior notice to the carrier.

Writer's direct dial telephone: 212-971-6333

5) Upon acceptance of this agreement and prepayment of the requisite tolls the manager of the Lincoln Tunnel will supply suitable identification marking for each bus involved.

6) The prepaid tolls fees will be subject to audit by the Port Authority. The stated toll shall remain payable and collectible for every bus operation not in fact included in the sum prepaid.

7) The Port Authority and the carrier shall have the right to cancel this agreement on 72 hours prior notice, which may be oral. In the event of such termination occurring after the carrier has paid its monthly toll fees, the carrier will be refunded an amount equal to the amount actually received from the carrier covering full payment for a particular monthly period multiplied by a fraction, the numerator of which shall be the number of full week days remaining in said month from the effective date of the termination and the denominator of which shall be the whole number of week days in said month.

8) In the event that the commencement of the effective period of the program is postponed for any reason, the carrier will be refunded an amount equal to the amount actually received from the carrier covering full payment for March multiplied by a fraction the numerator of which shall be the number of week days from March 1st to the commencement date of the program and the denominator of which shall be the whole number of week days in March.

9) All payments required of the carrier by this agreement shall be made to the Port Authority of New York and New Jersey, Office of Fiscal Administration, Room 67N One World Trade Center, New York, New York 10048. Such payments are to be made in envelopes especially marked "Pre-paid Tolls - Lincoln Tunnel".

10) Neither the Commissioners of the Port Authority, nor any officer, agent, or employee thereof, shall be charged personally by the carrier with any liability, or held liable to the Carrier under any term or provision of this letter agreement, or because of its execution or attempted execution, or because of any breach, or attempted or alleged breach, thereof.

If this letter of agreement is acceptable to you, please indicate your acceptance in the space provided for below and return both copies to me for execution by the Port Authority.

Anthony J. Barber
Tunnels Bridges Department

ACCEPTED J. Nowak
Title Regional Vice President
Date 4/26/85

58

THE PORT OF NEW YORK AUTHORITY
111 Eighth Avenue-at 15th Street, New York 11, New York
Algonquin 5-1000
TERMINALS DEPARTMENT
Henry Davison
DIRECTOR

November 19, 1962

The Greyhound Corporation
140 South Dearborn Street
Chicago 3, Illinois

Re: Agreements Designated BT-G-1, BT-G-2, BT-G-3 and BT-G-4 - Port Authority Bus Terminal

Gentlemen:

OK

The letter agreement dated April 10, 1962 entered into between The Port of New York Authority and your corporation sets forth certain principles controlling construction and alteration work to be done at the Port Authority Bus Terminal under the above described agreements. Paragraph 3 of the letter agreement states that you will perform at your expense all work of demolition and relocation of utility lines in connection with ticket office premises. This will confirm our understanding that all of the provisions of paragraph 2 and paragraph 6 of the said letter agreement will apply to demolition and relocation work as well as to construction work.

Pursuant to the foregoing understanding, you have requested the Port Authority, through its contractors, to perform certain demolition and other work in connection with the ticket office premises. Such work shall include but not be limited to the demolition of existing walls and hung ceilings; removal of marble panels and materials, debris, existing fixtures, signs, mechanical and electrical equipment and controls, the relocation of all utility, power and communication lines, which the Port Authority in its discretion deems to be required by the work; patching of masonry walls and floors; and the installation of dust proof partitions and certain masonry walls and a structural slab over an existing elevator shaft. All salvageable materials shall remain the property of the Port Authority. You agree to pay for all the foregoing work in accordance with the provisions of paragraph 6 of the said letter agreement dated April 10, 1962.

Nothing herein, including the listing of specific items of work in the preceding paragraph, shall be deemed to alter or amend the provisions of the said letter agreement dated April 10, 1962 or to limit the effect thereof, the purpose of this agreement being merely to clarify that demolition and relocation work shall be at your expense and shall be governed by the same provisions as "construction" as used in the said letter agreement.

No Commissioner, director, officer, agent or employee of either the Port Authority or you shall be charged personally or held contractually liable by or to the other party under any term or provision of this agreement or because of any breach or attempted or alleged breach thereof or because of its execution or attempted execution.

Acceptance of the foregoing is to be indicated by your execution of the approval form below.

Very truly yours,

THE PORT OF NEW YORK AUTHORITY

By Jack Cohen

Title Deputy Director, Terminals Departme

(Seal)

Approved this 21st day of November, 1962.

THE GREYHOUND CORPORATION

By R. F. Shaffer

Title PRESIDENT

(Seal)

BT-G 4462

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LICENSE AGREEMENT NO. BT-G-1

NOTICE OF ELECTION AND DESIGNATION REGARDING BAGGAGE HANDLING

May 17, 1962

The Greyhound Corporation
1400 West Third Street
Cleveland 13, Ohio

Att: President of Eastern Greyhound Lines Division

Gentlemen:

The Port of New York Authority, in accordance with the provisions of Section 33(a) of the agreement for space and services at the Port Authority Bus Terminal in Manhattan, made between you and the Port Authority as of March 14, 1962, and bearing the Port Authority No. BT-G-1, hereby notifies you that it has elected to have you perform the services set forth in the said agreement during the effective period thereof, relating to the handling at the Terminal of manifest baggage and other baggage, express, mail and newspapers carried or to be carried on buses operated by you.

The Port Authority hereby designates you, in accordance with the provisions of Section 33(c) of the said agreement, effective on the date of commencement of the license thereunder, a contractor to perform such services for other carriers licensed to use the Terminal.

Very truly yours,

THE PORT OF NEW YORK AUTHORITY

By /s/ AUSTIN J. TOBIN

(Title) Executive Director

May 17, 1962

The following are Greyhound forms C-25, O-11(1-59), O-14(1-59), E-7(1-60) and TC-12, which are attached hereto and marked for identification on behalf of the Port Authority and the Carrier in accordance with the provisions of Section 14(c)(6) of the License Agreement made as of March 14, 1962 (BT-G-1).

..UULE REGISTER

LOCATION	DIRECTION	DAY	DATE	PAGE NO.
		MON TUE WED THUR FRI SAT SUN	19	

INBOUND								IN AND OUT					OUTBOUND								
DRIVER'S NAME	ARRIVING FROM	ARRIVING TIME		NO. OF PASSENGERS				POOL NO.	CHEDULE NUMBER	SEC.	BUS NUMBER		DRIVER'S NAME	DESTINED TO	LEAVING TIME		NO. OF PASSENGERS				REMARKS AND CAUSE OF DELAY
		SCHED. A OR P	ACTUAL A OR P	ON EN. ROUTE	OFF EN ROUTE	ON ARRIVAL	BY								SCHED. A OR P	ACTUAL A OR P	LEAVING	BY CONTROL POINT 1ST	2ND	3RD	
1	2	3	4	5	6	7	8	8A	9	10	11	12	13	14	15	16	17	18	19	20	21

FORWARD ORIGINAL TO HEADQUARTERS, DUPLICATE TO REGIONAL MANAGER, RETAIN TRIPLICATE

Form TC-12
Printed in U.S.A.

GREYHOUND TERMINAL - AGENT'S SUMMARY (MONTHLY)

Company _____ Period From _____ 19 _____ To _____ 19 _____

Agent _____ City _____ State _____

DEBITS				Office Use Only	CREDITS				Office Use or Deposits
Balance Due Company			1		Balance Due Agent			43	
Interline Sales			2		Commission: Regular Sales			44	
Printed Destination Sales			3		Commutation Sales			45	
Open Form Sales			4		Total			46	
Reissue Collections			5		Deduct Commission On Fares Refunded			47	
Total Regular Sales			6		Ticket Commission			48	
Commutation Sales			7		Commission: Express			49	
Total Ticket Sales			8		Baggage			50	
Drivers' Cash Fare Sales			9		Exp. & Bag'e Comm			51	
Passenger Tax:	Federal 1	State 2	10		Total Commission on Sales			52	
Interline			11		Fares Refunded			53	
Printed Destination			12		Federal Tax on Fares Refunded			54	
Open Form			13		State Tax on Fares Refunded			55	
Reissues			14		Transportation Requests Honored — Description	Amount		56	
Commutation			15					57	
Drivers' Cash			16					58	
Total Federal Passenger Tax (Col. 1)			17					59	
Total State Passenger Tax (Col. 2)			18					60	
Total Express Collections			19					61	
C. O. D. for Shipper			20					62	
Excess Baggage Collections			21					63	
Property Tax:	Federal 1	State 2	22					64	
Express			23					65	
Baggage			24					66	
Total Federal Property Tax (Col. 1)			25					67	
Total State Property Tax (Col. 2)			26		Total Transportation Requests Honored			68	
Remittance Due Other Lines			27		Miscellaneous Credits			69	
Commission from other lines Ticket Sales			28					70	
Commission from other lines Express & Baggage			29					71	
Parcel & Bag'e Storage			30					72	
Amer. Locker Co.			31					73	
Travelers Insurance			32					74	
Nik-O-Lok			33					75	
Vending Machines			34					76	
Accounts Receivable			35					77	
			36		Total Miscellaneous Credits			78	
			37		Papers Remitted For Credit			79	
Total Miscellaneous Collections			38		Credit Corr. No.'s			80	
Debit Corr. No.'s			39					81	
			40		Total Remittance			82	
Balance Due Agent (Detail Attached)			41		Balance Due Company (Detail Attached)			83	
Total Debits			42		Total Credits			84	

Station No. _____

TUNNELS, BRIDGES, & TERMINALS DEPARTMENT

Bus Carriers

Delinquency Report as of March 20, 2000

Tenant Name	Facility	Agreement	Months Delinquent	Estimated Revenue	Remarks
ACADEMY BUS LINES, INC.	PABT	BTL044	11-12/99,1/00	222,300	C,D
ADIRONDACK TRANSIT	PABT	BTL042	9-12/98,7-12/99,1/00	0	B
CAPITOL BUS CO.	PABT	BTL094	12/99,1/00	8,505	
EC CORPORATION	PABT	BTS049	6-7/99	7,800	D
GREYHOUND LINES, INC.	PABT	BTG001	5-12/99,1/00	0	A
LAKELAND BUS LINES	PABT	BTL078	12/99,1/00	5,700	
MINORITY BUS LINE CORP.	GWBBS	BSS010	1,3-4,7-12/99,1/00	3,200	C
NEW YORK TRAILWAYS	PABT	BTL122	1-12/99,1/00	0	B
PETER PAN BUS LINES	PABT	BTL096	5-12/99,1/00	0	A
PINEHILL KINGSTON	PABT	BTL055	9-12/98,7-12/99,1/00	0	B
ROCKLAND COACHES	GWBBS	BSS003	11-12/99,1/00	200	E
SUBURBAN TRANSIT CORP.	PABT	BTL057	12/99,1/00	7,500	
SUSQUEHANNA TRANSIT, CO.	PABT	BTL091	12/99,1/00	3,529	
Total :				$ 258,734	

Notes:

(A) Greyhound Bus Lines - No reports submitted. Total amounts billed on an estimated basis through January 31st were $7,748,800. Total remitted was $220,000 per month or $1,980,000. Peter Pan Bus Lines - No reports submitted. Total amounts billed on an estimated basis through January 31st were $2,003,000. Total remitted was $43,750 per month or $393,750 through January 31st.

(B) Adirondack Transit-No reports submitted. Estimated fees due were billed to the carrier. The same is applicable to New York Trailways and Pinehill Kingston Bus Lines.

(C) All attempts to obtain missing reports and fees due have been exhausted. We have requested the TB&T Department to initiate appropriate actions to terminate this agreement.

(D) Academy is also delinquent in reporting and paying to for the former Red Apple Transit route for the period May 1999 forward and for the former EC (TCT) Transit routes for August 1999 forward.

(E)Tenant is delinquent for reporting charter fees only.

Attachment to memo from J. Moriarty on 4/6/00.

RECEIVED
NOV 20 1995

THE PORT AUTHORITY OF NY & NJ **Memorandum**

TO: J.F. Brendlen, Manager, Properties Division, ITD
FROM: M. Rodriguez
DATE: November 15, 1995
SUBJECT: **GREYHOUND LINES, INC. - PABT - BTG-1, BTG-3, AND BTG-4 - REVIEW OF BILLINGS AND PAYMENTS FOR RENTS AND FEES - JUNE 6, 1990 TO JUNE 30, 1995**

COPY TO: J.M. Beitzer, J.D. Brill, E.L. Butcher, J.J. Collura, R.A. Mannion, C.F. McClafferty, P.J. Norton, K.P. Philmus, R.A. Sudman, M.R. Zoch

The Audit Department has completed a review of PA records to verify the rents and fees paid by Greyhound Lines, Inc. (Greyhound), a long haul carrier at the Port Authority Bus Terminal (PABT), for the period June 6, 1990 to June 30, 1995. Our examination consisted of a review of the three subject lease agreements to determine the required rents, fees and other charges due the PA, a review of the reports submitted by Greyhound for ticket sales and bus departures at the PABT and a review of Revenue Accounting and Credit and Collections records to determine that all rents, ticket sales fees, departure fees and utility charges were paid in accordance with the terms of the subject leases.

Our review did not include an examination of Greyhound's records which are located in Dallas, Texas. Due to travel restrictions and minimal dollar findings in our prior audit, we did not visit the carrier's offices to review their books or records and this limited our audit to a review of the calculation and payment of fees by Greyhound.

Agreement BTG-1, as supplemented, provides for fees of $1.74 per regular departure, $9.63 per charter departure, 15% of all ticket sales, an annual license fee of $1,926 and an annual rental of $19,390 for baggage space. Agreement BTG-3 and its supplements, provides the carrier with three ticket selling areas with basic annual rentals totaling $237,247. Agreement BTG-4, as supplemented, provides the carrier with space at the PABT for use as an administrative office and a driver's room at an annual basic rental of $84,998.

Our examination disclosed that Greyhound was billed and paid basic rents, ticket sales fees, departure fees and utility charges in accordance with the terms of its leases at the PABT. A summary of reported ticket sales fees, totaling $30,611,653 and regular departures fees, totaling $477,879, are shown on an attachment to this report.

We also noted that all three subject agreements expired on April 30, 1994. We discussed this with Marge Seiz, of your staff, who informed us that the PA and Greyhound are currently negotiating the extension of all three agreements.

Miriam Rodriguez, Manager
Audit Department

Staff Auditor - K. Coyle
Senior Audit Supervisor - M. King

THE PORT AUTHORITY

TBT
Transits
Attachp 4

July 14, 1980

Mr. Joseph Mastro
W & H Conveyor Systems, Inc.
120 Asia Place
Carlstadt, NJ 07072

Re: Greyhound Conveyor
Port Authority Bus Terminal

Dear Joe:

Subsequent to my letter to you of June 30, 1980 concerning wiring violations at the subject installation, I spoke with Ron Bosco of Petrocelli Electric, who requested that approval be given to taping (or painting) of the mis-coded wires, rather than completely re-wiring the installation.

I checked with our electrical inspector and he advised that he has no objections to this method of correcting the violations.

Therefore, this letter serves as an approval of the taping of the wires, at each and every accessible location and termination of the wires. This letter also serves as confirmation of the verbal approval I gave to Ron Bosco and Pete Pappas.

Very truly yours,

Ken DelPercio

Ken DelPercio, P.E.
Project & Planning Engineer
Tunnels, Bridges and Terminals
Department

KD/mc
cc: N. Garmendia

June 30, 1980

Mr. Joe Mastro
W&H Conveyor Systems, Inc.
120 Asia Place
Carlstadt, N.J. 07072

Re: Greyhound Conveyor Installation -
Port Authority Bus Terminal

Dear Joe:

During the final inspection of the subject installation on 6/24/80, it was determined that there are electrical code violations relative to the color-coding of the wiring.

As you may know, the grounded conductor (the neutral) must be identified by a continuous white or natural-gray color. The grounding conductor must be color-coded green or green with yellow stripes. The ungrounded conductors ("hot-legs") must be identified by any colors other than white (or natural gray) and green (or green/yellow stripes).

Unfortunately, your electrical subcontractor, Petrocelli Electric, did not adhere to these basic code requirements. It is required, prior to our final approval of the installation, to correct these violations, and, to this end, you should call back your electrical subcontractor to rewire as per code requirements.

In addition, while the subcontractor will be back on the job site, he can complete the smoke detection wiring into the alarm panel. You will recall that this is the other major open item revealed during the inspection, and should be completed before Greyhound assumes occupancy of the area.

In this regard, be advised that Greyhound intends to commence operations on 7/16/80. All rewiring and connections should be completed by that time to minimize any inconveniences to them.

Very truly yours,

Ken Del Percio

Kenneth Del Percio, P.E.
Project and Planning Engineer
Tunnels, Bridges & Terminals Dept.

KD/jm
cc: N. Garmendia

PA 531
8-73

THE PORT AUTHORITY OF NY & NJ
One World Trade Center New York, N Y 10048

For Port Authority use only	
FACILITY PABT	APP. NO. 409
DATE 12 / 20 / 79	APPLICANTS NAME Greyhound Li. Inc.

TENANT CONSTRUCTION OR ALTERATION APPLICATION

APPLICANT MUST READ THE TERMS AND CONDITIONS PRINTED ON THE REVERSE HEREOF

The Applicant shall not commence performance of any of the said work prior to the receipt by Applicant of a copy of this application duly signed in Part Two hereof on behalf of The Port Authority of New York and New Jersey. Upon receipt thereof, the Applicant agrees to perform said work in accordance with the following "Information to be Furnished by Applicant" and to comply with and be bound by all requirements and conditions set forth below under the remarks, if any, in Part Two hereof and the terms and conditions set forth on the reverse hereof.

Minimum Insurance Limits Unless Specified to be Greater – Bodily Injury $500,000 each person; $500,000 each occurrence; Property Damage $500,000 each accident; $500,000 aggregate.

PART ONE: Information to be furnished by Applicant (Refer to your lease or permit for required information)

Permission is hereby requested to perform the following described work on the space occupied by the Applicant

AT (FACILITY)	PURSUANT TO (LEASE, SPACE PERMIT) NO.	LOCATION (BUILDING # OR AREA) OF SPACE TO BE ALTERED
PA Bus Terminal		New Terminal Extension

DESCRIPTION OF WORK AND REASON

Dual direction Conveyor System

ESTIMATED COST OF WORK	ESTIMATED TIME TO COMPLETE (DAYS)	STARTING DATE	COMPLETION DATE
$ 65,000	90 calendar days	Jan. / 15 / 80	Apr. / 15 / 80

Plans: Prints of each drawing must be submitted with copies of application. Include floor plan and show area affected by proposed work (size 8½" x 11" or larger).

TITLE OF DRAWING	DRAWING NO.	DATED
Conveyor	CVR-1	22 Oct.'79

NAME & ADDRESS OF CONTRACTOR (IF NOT KNOWN, SUBMIT LATER)	NAME & ADDRESS OF ENGINEER OR ARCHITECT	TELEPHONE NO.
	Nesbitt A. Garmendia, AIA 330 East 59 Street New York, N.Y. 10022	371/1945 LICENSE NO. NY 7969

SEND CORRESPONDENCE TO:
(NAME & ADDRESS OF EMPLOYEE IN CHARGE OF WORK)
W.C. Marggraf/Vice Pres. Arch. Engineering
Greyhound Lines, Inc.
Greyhound Tower
Phoenix, Arizona 85077
TELEPHONE NO. 602/248/5029

APPLICANT'S NAME (AS IT APPEARS ON LEASE OR PERMIT)
Greyhound Lines, Inc.

ENGINEER OR ARCHITECT CERTIFICATION

I have supervised the preparation of plans and specifications for the entire work represented herein and hereby certify that they conform to the requirements of the respective enactments, ordinances, resolutions and regulations of the City, town or municipality in regard to construction and maintenance of buildings and structures and in regard to health and fire protection which would be applicable if the Port Authority were a private corporation.

BY (SIGNATURE OF AUTHORIZED REP.)	TITLE	DATE	SIGNATURE OF LICENSED PROF. ENGINEER OR ARCHITECT	DATE
G. L. [illegible]	Vice Pres. G.L. East, Inc.	/ /	Nesbitt A. Garmendia	Dec/11/7[illegible]

PART TWO: Prepared by Port Authority and returned to applicant

The above Application is ☒ Approved ☐ Disapproved. Subject to the following conditions:

☒ Continued on Rider "A" attached

Please advise the undersigned in writing, when this work has been Completed.

The Port Authority of New York and New Jersey

BY [illegible]

INSPECTED BY | DATE

TITLE | DATE

11405-2: PORT AUTHORITY BUS TERMINAL
GREYHOUND: ~~EF~~ G-3 LEASE + MISC.

CONSENT TO SUBLEASE

Port Authority Lease No. BT-T-56
(said Lease being dated as of March 1, 1984)
Port Authority Facility - Port Authority Bus Terminal

THIS AGREEMENT, made as of April 5, 1997, by and among THE PORT AUTHORITY OF NEW YORK AND NEW JERSEY (hereinafter called the "Port Authority"), a body corporate and politic, created by Compact between the States of New Jersey and New York, with the consent of the Congress of the United States of America and having an office at One World Trade Center, in the Borough of Manhattan, City, County and State of New York, and NEW JERSEY TRANSIT BUS OPERATIONS, INC., an instrumentality of the State of New Jersey (hereinafter called the "Lessee"), and OLYMPIA TRAILS BUS COMPANY, INC., a corporation organized and existing under the laws of the State of New Jersey having an office at 200 Relocated Bayway Avenue, Elizabeth, New Jersey 07202 (hereinafter called the "Sublessee"), whose representative is William Agathis,

WITNESSETH, That:

WHEREAS, the Port Authority and the Lessee have entered into a lease identified above by Port Authority Lease Number and by date and covering premises at the abovementioned Port Authority Facility (which lease, as the same may have been or may hereafter be supplemented and amended is hereinafter called the "Lease"); and

WHEREAS, the Lessee has requested the consent of the Port Authority to a proposed sublease, a copy of which is attached hereto and made a part hereof and is hereinafter called the "Sublease";

NOW, THEREFORE, for and in consideration of the covenants and mutual agreements herein contained, the Port Authority, the Lessee and the Sublessee hereby agree as follows:

1. On the terms and conditions hereinafter set forth the Port Authority consents to the Sublease.

2. The Sublease shall terminate and expire, without notice to the Sublessee, on the day preceding the date of expiration or earlier termination of the Lease, or on such earlier date as provided under the termination provisions of the Sublease or on the effective date of any revocation of this Consent by the Port Authority, but nothing in this Section 2 shall be deemed or construed to prohibit the Lessee and Sublessee from terminating the Sublease by mutual consent, in which case this Consent shall automatically terminate. The Sublessee shall quit the subleased premises and remove its property and property for which it is responsible therefrom on or before the termination or expiration of the Sublease.

3. If the Lessee shall at any time be in default under the Lease, the Sublessee shall on demand of the Port Authority pay directly to the Port Authority any rental, fee or other amount due to the Lessee. No such payment shall relieve the Lessee from any obligations under the Lease or under this Consent or affect the Port Authority's rights or remedies

50

Toilet area

BTO 9150 Lease No. BT-G-3

THE PORT OF NEW YORK AUTHORITY
BUS TERMINAL

AGREEMENT OF LEASE

between

THE PORT OF NEW YORK AUTHORITY

and

THE GREYHOUND CORPORATION

Dated as of March 16 1962

50

BTO-9250

Lease No. BT-G-3

THIS AGREEMENT, made as of the sixteenth day of March, 1962, by and between THE PORT OF NEW YORK AUTHORITY (hereinafter called the "Port Authority"), a body corporate and politic, created by Compact between the States of New Jersey and New York, with the consent of the Congress of the United States of America, and having an office at 111 Eighth Avenue, in the Borough of Manhattan, City, County and State of New York, and

THE GREYHOUND CORPORATION

(hereinafter called the "Lessee"), a corporation organized and existing under the laws of the State of Delaware, with an office and place of business at 140 South Dearborn Street, Chicago 3, Illinois,

whose representative is the President of Eastern Greyhound Lines Division of the Greyhound Corporation, 1400 West Third Street, Cleveland 13, Ohio

WITNESSETH THAT:

The Port Authority and the Lessee, for and in consideration of the rents, covenants and agreements hereinafter contained, mutually covenant and agree as follows:

SECTION 1. *Letting*

63

The Port Authority hereby lets to the Lessee and the Lessee hereby hires and takes from the Port Authority, at the Port Authority Bus Terminal, in the Borough of Manhattan, City, County and State of New York, the space(s) as shown in diagonal hatching on the sketch(s) annexed hereto, made a part hereof and marked "Exhibit A",

together with the fixtures, improvements and other property of the Port Authority located therein or thereon, said space(s), fixtures, improvements and other property of the Port Authority being hereinafter collectively referred to as the "premises".

SECTION 2. *Term*

The term of the letting under this Agreement shall commence on April 1, 1963 and shall, unless sooner terminated, or unless extended, expire on March 31, 1983.

SECTION 3. *Rights of User by the Lessee*

The Lessee shall use the premises for the following purposes only and for no other purpose whatsoever;

as set forth in Section 37.

SECTION 4. *Basic Rental*

66

(a) The Lessee agrees to pay to the Port Authority a basic rental for the premises at the rate of Forty-five Thousand Seven Hundred Fifty Dollars and No Cents ($45,750.00) per annum, payable monthly in advance in equal installments ~~of~~ subject to adjustment to the actual square footage of the premises on the commencement date, applying the 1953 Real Estate Board of New York formula for store space and an annual rate of $25 per square foot.

be or be construed to be an eviction of the Lessee or a breach of this Agreement. In the event that the Lessee has received a notice hereunder it shall deliver all or any such portion of the premises so required in the same condition as that required hereunder for the delivery of the premises on the cessation of the letting. In the event of the taking or delivery of all the premises, this Agreement and the letting hereunder shall on the day of such taking or delivery cease and expire as if that day were the date originally stated herein for the expiration of this Agreement; and, in the event of the taking or delivery of any portion of the premises, then, from and after such taking or delivery, such portion of the premises shall cease to be a part of the premises hereunder and there shall be an abatement of rental as hereinafter provided in Section 18.

(e) The Lessee, before closing and leaving the premises at any time for any period, shall close all windows therein and turn off all water taps.

(f) If the Port Authority deems it advisable for security reasons, the Lessee shall provide and its employees shall wear or carry badges or other suitable means of identification which shall be subject to the prior written approval of the Superintendent of the Terminal.

SECTION 8. *Prohibited Acts*

The Lessee shall not: (a) commit any nuisance on the premises, or do or permit to be done anything which may result in the creation or commission of a nuisance on the premises; (b) cause or permit to be caused or produced upon the premises, to permeate the same or to emanate therefrom, any unusual, noxious or objectionable smokes, gases, vapors, or odors; (c) use the premises for lodgings or sleeping purposes or for any immoral purposes; (d) install or use any radio or television set, air conditioning unit or equipment, refrigerator, heating or cooking apparatus in the premises except with the prior written approval of the Port Authority; (e) install window shades or venetian blinds on the windows of the premises unless and until the type and color of same shall have been previously approved in writing by the Port Authority; (f) do or permit to be done anything which may interfere with the effectiveness or accessibility of existing and future utilities systems or portions thereof on the premises or elsewhere at the Terminal, including therein without limitation thereto systems for the supply of heat, water hot and cold, gas, electricity and fuel and for the furnishing of fire-alarm, fire-protection, sprinkler, sewerage, drainage, air-conditioning, telephone, telegraph, tele-register, pneumatic-tube dispatch and inter-communications services, including lines, pipes, mains, wires, conduits and equipment connected with or appurtenant to all such systems, nor do or permit to be done anything which may interfere with free access and passage in the premises, elsewhere in the Terminal or in the streets and sidewalks adjacent to the Terminal; (g) do or permit to be done anything which may interfere with the effectiveness or accessibility of elevators or escalators at the Terminal, including lines, pipes, wires, conduits and equipment connected with or appurtenant thereto; (h) overload any floor in the premises; (i) place any furniture, machine or equipment over any expansion or contraction joint unless one end of such furniture, machine or equipment is free to permit expansion or contraction; (j) place any additional lock of any kind upon any window or interior or exterior door in the premises unless a key therefor is delivered to the Port Authority, nor make any change in any existing door or window lock or the mechanism thereof, except with the prior written approval of the Port Authority, and upon the expiration or sooner termination of the letting hereof, the Lessee shall surrender to the Port Authority any and all keys to interior and exterior doors on the premises, whether said keys were furnished to or were otherwise procured by the Lessee, and in the event of the loss of any keys furnished by the Port Authority to the Lessee, the Lessee shall pay to the Port Authority the cost of replacement thereof; (k) do or permit to be done any act or thing upon the premises which will invalidate or conflict with any insurance policies covering the premises or any part thereof, or the Terminal, or any part thereof, or which, in the opinion of the Port Authority, may constitute an extra-hazardous condition, so as to increase the risks normally attendant upon the operations contemplated by Section 3 hereof, and the Lessee shall promptly observe, comply with and execute the provisions of any and all present and future rules and regulations, requirements, orders and directions of the New York Board of Fire Underwriters, the New York Fire Insurance Exchange, or of any other board or organization exercising or which may exercise similar functions, which may pertain or apply to the operations of the Lessee on the premises, and the Lessee shall, subject to and in accordance with the provisions of Section 11 hereof, make any and all non-structural improvements, alterations or repairs of the premises that may be required at any time hereafter by any such present or future rule, regulation, requirement, order

(g) The parties do hereby stipulate that neither the provisions of Section 227 of the Real Property Law of the State of New York nor those of any other similar statute shall extend or apply to this Agreement.

(h) In the event of a partial or total destruction of the premises, the Lessee shall immediately remove any and all of its property and/or debris from the premises or the portion thereof destroyed and if the Lessee does not promptly so remove, the Port Authority may remove such property to a public warehouse for deposit or retain the same in its own possession and sell the same at public auction, the proceeds of which shall be applied first to the expenses of removal, storage and sale, second to any sums owed by the Lessee to the Port Authority, with any balance remaining to be paid to the Lessee; if the expenses of such removal, storage and sale shall exceed the proceeds of sale, the Lessee shall pay such excess to the Port Authority upon demand.

SECTION 10. *Indemnity*

The Lessee shall indemnify and hold harmless the Port Authority, its Commissioners, officers, agents and employees from all claims and demands of third persons including but not limited to those for death, for personal injuries, or for property damages, arising out of the use or occupancy of the premises by the Lessee or out of any of the acts or omissions of the Lessee, its officers, members, employees, agents, representatives, contractors, customers, guests, invitees and other persons doing business with it where such acts or omissions are on the premises or arising out of any acts or omissions of the Lessee, its officers, members, employees, agents and representatives where such acts or omissions are elsewhere at the Terminal.

SECTION 11. *Construction by the Lessee*

The Lessee shall not erect any structures, make any changes, alterations, improvements or do any other construction work on or to the premises, or install any fixtures in or on the premises (other than trade fixtures, removable without injury to the freehold) without the prior written approval of the Port Authority, and in the event any construction, improvement, alteration, modification, addition, repair or replacement is made without such approval, then upon reasonable notice so to do, the Lessee will remove the same, or, at the option of the Port Authority, cause the same to be changed to the satisfaction of the Port Authority. In case of any failure on the part of the Lessee to comply with such notice, the Port Authority may effect the removal or change and the Lessee shall pay the cost thereof to the Port Authority on demand.

SECTION 12. *Signs*

~~(a) Except with the prior written approval of the Port Authority, the Lessee shall not erect, maintain or display any signs or any advertising at or on the exterior parts of the premises or in the premises so as to be visible through the windows or exterior doors thereof.~~

(b) Upon the expiration or termination of the letting, the Lessee shall remove, obliterate or paint out, as the Port Authority may direct, any and all signs and advertising on the premises or elsewhere at the Terminal if pertaining to the Lessee, and in connection therewith shall restore the premises and the Terminal to the same condition as at the commencement of the letting. In the event that there is a failure by the Lessee so to remove, obliterate or paint out each and every sign or advertising and so to restore the premises and the Terminal, the Port Authority may, at its option, perform the necessary work at the expense of the Lessee, and the charge therefor shall be paid by the Lessee to the Port Authority on demand.

SECTION 13. *Services*

(a) The Port Authority shall, without additional charge, furnish heat, to an even and comfortable working temperature, during the months of October to April inclusive, to the Lessee in the premises, ~~during usual working hours on days other than Sundays and legal holidays (as fixed by the laws of the State of New York).~~

(b) The Port Authority shall, without additional charge, furnish non-exclusive toilet and washroom facilities for the employees of the Lessee.

~~(c) The Port Authority shall, without additional charge, daily (but not on Saturdays, Sundays and legal holidays (as fixed by the laws of the State of New York)) dust and clean the premises and empty waste paper baskets therein and shall also, without additional charge, periodically clean the windows of the premises but such window cleaning need not be more frequent than once a month.~~

(d) The Port Authority agrees to sell, furnish and supply to the Lessee in the premises and the Lessee agrees to take and pay the Port Authority for electricity, in reasonable quantities, for illumination (all bulbs to be supplied and installed by the Lessee) and power; said electricity to be 60 cycle, alternating current at 120 volts, to be paid for by the Lessee according to either (at the option of the Port Authority exercisable at any time and from time to time) of the following methods:

(1) to be metered by the Port Authority and to be paid for by the Lessee at the rates which

including all interest, costs damages and penalties, and the same may be added to any installment of rent thereafter due hereunder, and each and every part of the same shall be and become additional rent, recoverable by the Port Authority in the same manner and with like remedies as if it were originally a part of the basic rental as set forth in Section 4 hereof.

(b) For all purposes under this Section, and in any suit, action or proceeding of any kind between the parties hereto, any receipt showing any payment of sum or sums by the Port Authority for any work done or material furnished shall be *prima facie* evidence against the Lessee that the amount of such payment was necessary and reasonable. Should the Port Authority elect to use its own operating and maintenance staff in making any repairs, replacements, and/or alterations and to charge the Lessee with the cost of same, any time sheet of any employee of the Port Authority showing hours of labor or work allocated to any such repair, replacement and/or alteration, or any stock requisition of the Port Authority showing the issuance of materials for use in the performance thereof, shall likewise be *prima facie* evidence against the Lessee that the amount of such charge was necessary and reasonable.

SECTION 16. *Rights of Entry Reserved*

(a) The Port Authority, by its officers, employees, agents, representatives and contractors shall have the right at all reasonable times to enter upon the premises for the purpose of inspecting the same, for observing the performance by the Lessee of its obligations under this Agreement, and for the doing of any act or thing which the Port Authority may be obligated or have the right to do under this Agreement or otherwise.

(b) Without limiting the generality of the foregoing, the Port Authority, by its officers, employees, representatives, and contractors, shall have the right, for the benefit of the Lessee or for the benefit of others at the Terminal, to maintain existing and future utilities systems or portions thereof on the premises, including therein without limitation thereto systems for the supply of heat, water hot and cold, gas, electricity and fuel and for the furnishing of fire-alarm, fire-protection, sprinkler, sewerage, drainage, air-conditioning, telephone, telegraph, tele-register, pneumatic-tube dispatch and intercommunications services, and to maintain elevator and escalator systems, including lines, pipes, mains, wires, conduits and equipment connected with or appurtenant to all such systems, and to enter upon the premises at all reasonable times to make such repairs, alterations and replacements as may, in the opinion of the Port Authority, be deemed necessary or advisable and, from time to time to construct or install over, in, under or through the premises new lines, pipes, mains, wires, conduits and equipment; and to use the premises for access to other portions of the Terminal not otherwise conveniently accessible; *provided, however*, that such repair, alteration, replacement construction or access shall not unreasonably interfere with the use of the premises by the Lessee

(c) Nothing in this Section shall or shall be construed to impose upon the Port Authority any obligation so to construct or maintain or to make repairs, replacements, alterations or additions, or shall create any liability for any failure so to do

(d) At any time and from time to time during ordinary business hours within the six (6) months next preceding the expiration of the letting, the Port Authority, by its agents and employees, whether or not accompanied by prospective lessees, occupiers or users of the premises, shall have the right to enter thereon for the purpose of exhibiting and viewing all parts of the same and during such six-month period the Port Authority may place and maintain on the premises, the usual "To Let" signs, which signs the Lessee shall permit to remain without molestation.

(e) If, during the last month of the letting, the Lessee shall have removed all or substantially all the Lessee's property from the premises, the Port Authority may immediately enter and alter, renovate and redecorate the premises.

(f) No abatement of rental shall be claimed by or allowed to the Lessee by reason of the exercise of any or all of the foregoing rights by the Port Authority or others.

SECTION 17. *Condemnation*

(a) In any action or proceeding instituted by any governmental agency or agencies for the taking for a public use of any interest in all or any part of the premises, the Lessee shall not be entitled to assert any claim to any award or part thereof made or to be made

(2) By order or decree of a court the Lessee shall be adjudged bankrupt or an order shall be made approving a petition filed by any of the creditors or, if the Lessee is a corporation, by any of the stockholders of the Lessee, seeking its reorganization or the readjustment of its indebtedness under the federal bankruptcy laws or under any law or statute of the United States or of any State thereof; or

(3) A petition under any part of the federal bankruptcy laws or an action under any present or future insolvency law or statute shall be filed against the Lessee and shall not be dismissed within ~~thirty (30)~~ days after the filing thereof; or

(4) The letting hereunder or the interest or estate of the Lessee under this Agreement shall be transferred to, pass to or devolve upon, by operation of law or otherwise, any other person, firm or corporation; or

(5) The Lessee, if a corporation, shall, without the prior written approval of the Port Authority, become a possessor or merged corporation in a merger, a constituent corporation in a consolidation, or a corporation in dissolution; or

(6) The Lessee is, or the Lessees collectively are doing business as, or constitute a copartnership, and the said copartnership shall be dissolved as the result of any act or omission of its copartners or any of them, or by operation of law or the order or decree of any court having jurisdiction, or for any other reason whatsoever; or

(7) By or pursuant to, or under authority of any legislative act, resolution or rule, or any order or decree of any court or governmental board, agency or officer having jurisdiction, a receiver, trustee, or liquidator shall take possession or control of all or substantially all the property of the Lessee, and such possession or control shall continue in effect for a period of ~~fifteen (15)~~ days; or

(8) Any lien is filed against the premises because of any act or omission of the Lessee and is not removed within ten (10) days; or

(9) The Lessee shall voluntarily abandon, desert, vacate or discontinue its operations in the premises; or

(10) The Lessee shall fail duly and punctually to pay the rentals or to make any other payment required hereunder when due to the Port Authority; or

(11) The Lessee shall fail to keep, perform and observe each and every other promise, covenant and agreement set forth in this Agreement on its part to be kept, performed, or observed, within ~~ten (10)~~ days after receipt of notice of default thereunder from the Port Authority (except where fulfillment of its obligation requires activity over a period of time, and the Lessee shall have commenced to perform whatever may be required for fulfillment within ten (10) days after receipt of notice and continues such performance without interruption except for causes beyond its control);

then upon the occurrence of any such event or at any time thereafter during the continuance thereof, the Port Authority may by ~~five (5)~~ days' notice terminate the letting, such termination to be effective upon the date specified in such notice. Such right of termination and the exercise thereof shall be and operate as a conditional limitation.

(b) If any of the events enumerated in paragraph (a) of this Section shall occur prior to the letting, the Lessee shall not be entitled to enter into possession of the premises and the Port Authority upon the occurrence of any such event or at any time thereafter during the continuance thereof by twenty-four (24) hours' notice may cancel the interest of the Lessee under this Agreement, such cancellation to be effective upon the date specified in such notice.

(c) No acceptance by the Port Authority of rentals, fees, charges or other payments in whole or in part for any period or periods after a default of any of the terms, covenants and conditions to be performed, kept or observed by the Lessee shall be deemed a waiver of any right on the part of the Port Authority to terminate the letting.

(d) No waiver by the Port Authority of any default on the part of the Lessee in performance of any of the terms, covenants or conditions hereof to be performed, kept or observed by the Lessee shall be or be construed to be a waiver by the Port Authority of any other or subsequent default in performance of any of the said terms, covenants and conditions.

SECTION 26. *Surrender*

(a) The Lessee covenants and agrees to yield and deliver peaceably to the Port Authority possession of the premises on the date of the cessation of the letting, whether such cessation be by termination, expiration or otherwise, promptly and in good condition, reasonable wear excepted.

(b) The Lessee shall have the right at any time during the letting to remove its equipment, inventories, removable fixtures and other personal property from the premises. If the Lessee shall fail to remove its property on or before the termination or expiration of the letting, the Port Authority may remove such property to a public warehouse for deposit or retain the same in its own possession, and sell the same at public auction, the proceeds of which shall be applied first to the expenses of removal, storage and sale, second to any sums owed by the Lessee to the Port Authority, with any balance remaining to be paid to the Lessee; if the expenses of such removal, storage and sale shall exceed the proceeds of sale, the Lessee shall pay such excess to the Port Authority upon demand.

SECTION 27. *Acceptance of Surrender of Lease*

No agreement of surrender or to accept a surrender shall be valid unless and until the same shall have been reduced to writing and signed by the duly authorized representatives of the Port Authority and of the Lessee. Except as expressly provided in this Section, neither the doing of, nor any omission to do, any act or thing, by any of the officers, agents or employees of the Port Authority, shall be deemed an acceptance of a surrender of the letting or of this Agreement.

SECTION 28. *Brokerage*

The Lessee represents and warrants that no broker has been concerned in the negotiation of this Agreement and that there is no broker who is or may be entitled to be paid a commission in connection therewith. The Lessee shall indemnify and save harmless the Port Authority of and from any claim for commission or brokerage made by any and all persons, firms or corporations whatsoever for services in connection with the negotiation and execution of this Agreement.

SECTION 29. *Limitation of Rights and Privileges Granted*

No greater rights or privileges with respect to the use of the premises or any part thereof or with respect to the Terminal are granted or intended to be granted to the Lessee by this Agreement, or by any provision thereof, than the rights and privileges expressly granted hereby.

SECTION 30. *Notices*

All notices, requests, consents and approvals required to be given to or by either party shall be in writing, and all such notices and requests shall be personally delivered to the duly designated officer or representative of such party or delivered to the office of such officer or representative during regular business hours, or forwarded to him or to the party at such address by registered mail. The Lessee shall designate an office within the Port of New York District and an officer or representative whose regular place of business is at such office. Until further notice, the Port Authority hereby designates its Executive Director, and the Lessee designates the person named as representative on the first page hereof as their respective officers or representatives upon whom notices and requests may be served, and the Port Authority designates its office at 111 Eighth Avenue, New York 11, New York, and the Lessee designates its office at its address stated on the first page hereof, as their respective offices where notices and requests may be served.

SECTION 31. *Place of Payments*

All payments required of the Lessee by this Agreement shall be made at the office of the Treasurer of the Port Authority, 111 Eighth Avenue, New York 11, New York, or to such other officer or address as may be substituted therefor.

SECTION 32. *Quiet Enjoyment*

The Port Authority covenants and agrees that as long as it remains the owner of the Terminal, the Lessee, upon paying all rentals hereunder and performing all the covenants, conditions and provisions of this Agreement on its part to be performed, shall and may peaceably and quietly have, hold and enjoy the premises free of any act or acts of the Port

SECTION 37. Rights of User by the Lessee

The Lessee shall use the premises for the following purposes only and for no other purpose whatsoever: the sale of tickets for the transportation of passengers on bus lines operated by the Lessee (and connecting carriers); provided that the sale of tickets for transportation wholly on buses operated by others than the Lessee, whether or not connecting carriers, shall be subject to the prior and continuing approval of the Port Authority; the booking of reservations for travel accommodations; the sale of travel insurance; the providing of information; and the operation of an administrative and business office in connection with the said activities. In addition, if at any time between 7 o'clock P.M. and 7 o'clock A.M. the day following, the travel bureau operated by the Lessee under the provisions of a certain agreement of lease made between the Port Authority and the Lessee as of March 15, 1962 and bearing the Port Authority Number BT-G-2 is not open for business, the Lessee may use the premises hereunder for the purposes set forth in Section 3 - Rights of User by the Lessee, of that agreement, as such Section may be amended. All monies paid or payable to the Lessee on account of use of the premises hereunder (or of any portion of the premises) as a substitute for the travel bureau in accordance with the foregoing shall be included in the gross receipts of the Lessee under the said Agreement No. BT-G-2, for all purposes under that agreement, and as defined therein.

SECTION 38. Prior Entry for Construction

Not sooner than September 5, 1962, the Lessee may enter upon and occupy the premises, for the purpose only of preparing them for its occupancy under this Agreement, including performing the work of construction and installation of equipment. Such entry upon and use of the premises, and all work of construction and installation, shall be under and in accordance with all the terms, provisions, covenants and conditions of this Agreement except for the provisions regarding the payment of rental and the purposes of the letting, and under all the terms and provisions of an alteration permit or permits to be entered into between the Port Authority and the Lessee prior to the commencement of any work whatsoever. No work shall be done until approval thereof on behalf of the Port Authority shall have been secured. If completion of the work of construction and installation is delayed beyond April 1, 1963 by causes beyond the Lessee's control, including any labor trouble, the commencement date of the letting and the commencement of rental shall be postponed if the Lessee has diligently performed and shall continue diligently to perform the work; but notwithstanding any delay in completion from any cause whatsoever, the letting and the rental shall commence in any event no later than October 1, 1963.

SECTION 39. Reimbursement for Construction and Installation

(a) In the event the Lessee has performed in the premises work of construction and installation of equipment in accordance with Section 38 above, and in the event the letting hereunder is cancelled pursuant to the provisions of Section 17 or terminated pursuant to the provisions of Section 7(d) of this Agreement, the Port Authority shall pay the Lessee a pro rata share of the Lessee's cost of construction and installation, to be ascertained as follows: to the extent permitted by sound accounting practice, the sum of the following items of cost incurred by the Lessee for equipment and fixtures and the installation thereof and for the making of such improvements as are necessary to initially equip and improve the premises for the Lessee's operations hereunder, and to the extent that such sum does not exceed One Hundred Thousand Dollars and No Cents ($100,000.00), shall constitute the cost to be paid to the Lessee and shall constitute the cost as the same is hereinafter used:

(1) Direct labor and material costs;

(2) Contract costs for purchases and installation excluding those of the types mentioned in the following subdivision (3); and

(3) Engineering, architectural, planning, designing, financing, interest, insurance, and other overhead or carrying charges which are due for a period ending not later than the date of completion of installation of any such initial equipment, fixtures or improvements for which they are incurred, and not to exceed 20% of the total of the amounts covered by subdivisions (1) and (2) above.

(b) A statement of the cost detailing all the foregoing, including copies of invoices and contracts and certified by a responsible officer of the Lessee shall be delivered by the Lessee to the Port Authority not later than ninety (90) days after the complete supplying and installing of all such initial fixtures or equipment and the making of all such initial improvements, and the Lessee shall permit the Port Authority, by its agents, employees and representatives, at all reasonable times prior to a final settlement or determination of cost, to examine and audit the records and books of the Lessee which pertain to the cost; the Lessee agrees to keep such records and books of account during such time either within the Port of New York District or at the office of its representative stated on the first page of this Agreement; provided, however, that if the records and books of account are kept in Cleveland then the Lessee shall produce the same within the Port of New York District for examination by the Port Authority at any time and from time to time on notice from the Port Authority.

(c) The proration of cost shall be ascertained by multiplying the cost by a fraction, the numerator of which shall be the number of whole calendar months in the term of the letting as originally set forth subsequent to the effective date of termination, and the denominator of which shall be the total number of months in the term of the letting as originally set forth.

(d) Notwithstanding any other provision of this Section, in ascertaining the amount that the Port Authority shall be obligated to pay to the Lessee hereunder, the cost computed as heretofore stated shall be diminished by the amount that any part of the components of cost as stated in subdivisions (1), (2) and (3) of (a) above is burdened by liens, mortgages, other encumbrances or conditional bills of sale on such equipment, fixtures and improvements and by any other amounts whatsoever due under this Agreement from the Lessee to the Port Authority. In no event whatsoever shall cost include any expenses, outlays or charges whatsoever by or for the account of the Lessee for or in connection with any equipment or fixtures or the making of any improvements mentioned, unless said equipment, fixtures and improvements are actually and completely installed in or made to the premises.

(e) On the payment by the Port Authority of the prorated cost, all fixtures, equipment and improvements including replacements furnished by the Lessee in the premises, and all interest of the Lessee therein which have not already become the property of the Port Authority, shall be and become the property of the Port Authority and the Lessee shall execute any and all instruments necessary to transfer title and any such interest, provided, however, that the Port Authority may by notice relinquish its right to any such fixtures, equipment or improvements and in such case the provisions of Section 26 of this Agreement shall apply thereto.

SECTION 40. Operations of the Lessee

The premises are bordered on portions of three sides by areas presently used as public or semi-public corridors or means of access. The Lessee shall conduct no activity on the premises which will impede or tend to impede the flow of passenger traffic in the said areas. In addition, the Lessee shall provide sufficient trained personnel at all ticket counters so that queues forming thereat shall be as short as possible. In the event the Port Authority determines that such queues are longer than reasonable, the Lessee shall provide additional personnel. All personnel provided by the Lessee at such counters shall at all times present a neat appearance. The Lessee may keep the doors to the premises open at any time, provided, however, that the Lessee shall not permit any queue to form which extends outside the premises, but the Lessee shall not be responsible if prospective passengers refuse to abide by the Lessee's directions to abandon such exterior queue or queues.

SECTION 41. Amendments

Prior to the execution of this Agreement by either the Port Authority or the Lessee, the following changes were made in the Agreement, which it shall not be necessary physically to indicate:

(a) The final sentence of Section 6 was deleted and the following sentences were substituted in lieu thereof:

"The Port Authority agrees that except in cases of emergency it shall give notice to the Lessee of every rule or regulation hereafter adopted by it, at least ten (10) days, exclusive of Saturdays, Sundays and holidays, before the Lessee shall be required to comply therewith. The Lessee shall have the right to present its comments and objections with regard to any such rule or regulation hereafter adopted, in writing to the Port Authority. The Lessee shall use its best efforts to require its passengers, guests, invitees and others doing business with it to observe and comply with the said rules and regulations, as supplemented and amended."

(b) The word "reasonably" shall be deemed to have been inserted in the final clause of paragraph (b) of Section 7, between the word "steps" and the word "necessary".

(c) The following sentence is hereby added to paragraph (d) of the said Section 7:

"If, however, the taking or delivery of a portion only of the premises is of such a character or extent as to make the remainder of the premises unusable by the Lessee, then, if the Port Authority shall not make a suitable substitution of other premises, or shall be unable so to do, the Lessee shall have the right by notice to the Port Authority, to terminate the letting under this Agreement, as if the effective date of termination were the date originally stated herein for the expiration of the letting under this Agreement, and shall have the right further by such notice to terminate the License Agreement (defined in Section 46 of this Agreement) such termination to be effective as if the effective date of termination were the date of expiration of the License Agreement as originally set forth therein. No right of termination hereunder may be exercised by the Lessee more than thirty (30) days after the taking or delivery."

(d) Paragraph (f) of Section 9 was deleted and the following was substituted in lieu thereof:

"(f) In the event that the premises are damaged at any time subsequent to the execution of this Agreement, without fault on the part of the Lessee or of any other for whose acts or omissions the Lessee is responsible under paragraph (b) of this Section 9, so as to render the premises

unusable in whole or in part, then the Port Authority shall repair or rebuild the premises with due diligence; but if any portion of the Terminal other than the premises is so damaged, together with any part of the premises, then the Port Authority shall have an option either to proceed with due diligence to make the necessary repairs and to do the necessary rebuilding or to terminate the letting under this Agreement; its election under this option shall be communicated to the Lessee within sixty (60) days after the date of such damage; if more than half the usable area of the premises has been destroyed, and the Port Authority elects to repair or rebuild, and states that the repair or rebuilding will require more than nine (9) months' time, then the Lessee shall have an option to terminate the letting under this Agreement by notice given within fifteen (15) days after notice of the Port Authority's election. The rental hereunder shall be abated as provided in Section 18 for the period from the occurrence of the damage to the completion of repairs and rebuilding or to the effective date of termination, as the case may require."

(e) Paragraph (a) of Section 12 of this Agreement was deleted and the following was substituted in lieu thereof:

"(a) Except as required by law or governmental regulation and except with the consent of the Port Authority, the Lessee shall not erect, maintain or display any signs or any advertising at or on the exterior parts of the premises or in the premises so as to be visible through the windows or exterior doors thereof."

(f) The following were deleted from Section 13 of this Agreement: The phrase "during usual working hours on days other than Sundays and legal holidays (as fixed by the laws of the State of New York)", appearing in paragraph (a); paragraph (c) in its entirety; the word "or" appearing at the end of subparagraph (1) of subparagraph (d), and the whole of subparagraph (2) of the said paragraph (d).

(g) The sentences added by paragraph (c) of this Section to paragraph (d) of Section 7 of this Agreement shall be deemed to have been added also to paragraph (c) of Section 17 of this Agreement.

(h) A merger or consolidation shall not be a default under subparagraph (5) of paragraph (a) of Section 20 of this Agreement if it does not diminish the net worth of the Lessee by more than ten percent (10%).

(i) The word and figure "thirty (30)" appearing in subparagraph (3) of paragraph (a) of the said Section 20 were deleted and the word and figure "sixty (60)" were substituted in lieu thereof; the word and figure "fifteen (15)" appearing in subparagraph (7) of the said paragraph (a) were deleted and the word and figure "thirty (30)" were substituted in lieu thereof; the word and figure "ten (10)" appearing in the third line of subparagraph (11) of the said paragraph (a) were deleted and the word and figure "twenty (20)" were substituted in lieu thereof; and the word and figure "five (5)" appearing in the last part of the said paragraph (a) were deleted and the word and figure "thirty (30)" were substituted in lieu thereof.

SECTION 42. Labor Troubles

(a) The Lessee shall immediately give oral notice to the Port Authority (to be followed by written notices and reports) of any and all impending or existing labor complaints, troubles, disputes or controversies involving the Lessee's employees and likely to affect the operation of the Terminal or the operations of others thereat, and shall continually report to the Port Authority the progress of such and the progress of the resolution thereof.

(b) The Port Authority shall have the right, upon notice to the Lessee, to suspend the provisions of this Agreement under which the Lessee is granted the right to use the premises, in either of the following events:

(1) If the Lessee, 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 any labor trouble at the Terminal involving employees of the Port Authority or those of any other person operating at the Terminal other than the Lessee's own employees and which interferes with the operation of the Terminal, other than the Lessee's own operations, or with the operations of others at the Terminal, and if the Lessee, upon notice from the Port Authority, shall not within twelve (12) hours withdraw from the Terminal any such person or persons and any such equipment or materials specified in the notice, or rectify any such condition; or

(2) If any labor trouble of or directed against the Lessee adversely affects the operation of the Terminal by the Port Authority or the operations of others thereat, whether or not the same is due to the fault of the Lessee, and notwithstanding that the Port Authority may or may not have issued directions in connection with the same.

SECTION 43. Adjustments

All rental rates, fees and charges under this Agreement shall be adjusted as set forth in a schedule hereto attched, hereby made a part hereof and marked "Exhibit J"; provided, however, that no rentals, fees or charges computed through application of the said schedule shall become effective if they would be lower than the same rentals, fees, and charges as originally set forth in this Agreement.

SECTION 44. Postponement

(a) The Port Authority shall use due diligence in making the premises vacant and available on the commencement date of the letting under this Agreement. However, if the Terminal or the premises shall not be ready for use by the Lessee at such

date, by reason of the fact that the user thereof has not removed therefrom, or that it has not been feasible for the Port Authority to relocate such user, or by reason of any cause or condition beyond the control of the Port Authority, the Port Authority shall not be subject to any liability for the failure to make the premises available on the said date.

(b) If prior to the commencement date of the letting, the Port Authority believes that the premises will not be available on such date, the Port Authority will so notify the Lessee, such notification to be a notice of six (6) months, if feasible, or a notice of lesser duration dependent on facts then known to the Port Authority. If the factual situation on which the Port Authority has premised a notice changes, subsequent notice or notices may be given subject to the requirements of this Section. However, if the premises are not made available for use by the Lessee on or before a date six (6) months after the commencement date of the letting as set forth in this Agreement, then this Agreement shall be deemed cancelled, except that each party shall and does hereby release the other party of and from any and all claims or demands based on this Agreement or on a breach or alleged breach thereof. Unless sooner terminated, the expiration date of the letting shall be postponed from the expiration date stated in this Agreement for the same period that the commencement date of the letting shall be postponed hereunder, if at all.

SECTION 45. Administrative Recourse

(a) The parties agree that their contractual relationship shall be governed and determined by all the terms, conditions and provisions of this Agreement. However, in view of the substantial duration and the comprehensiveness of the Agreement, it may be anticipated that from time to time the Lessee will deem some action or proposed action of the Port Authority thereunder to be unwarranted or improper. To the end that the Lessee may have an opportunity to present its views and arguments with reference to any such action, on all administrative levels of the Port Authority, the following procedure is formulated and agreed upon: as soon as any matter is brought to the attention of or known to any management personnel of the Lessee (including its terminal manager and its chief dispatcher), the Lessee's New York Regional Manager within ten days of knowledge to such personnel, may request discussion of the matter with the Manager of the Bus Terminal, who shall then discuss the matter at a time fixed by mutual agreement, but not later than ten days after the request. If the Manager of the Bus Terminal does not agree with the position of the said New York Regional Manager, then within twenty days after such initial request, the President of Eastern Greyhound Lines may request such discussion with the Director of Terminals of the Port Authority, who shall then discuss the matter at a time fixed by mutual agreement, but not later than ten days after the request from the said President. If the Director of Terminals

of the Port Authority does not agree with the position of the said President, the President of The Greyhound Corporation may request such discussion with the Executive Director of the Port Authority, at a time fixed by mutual agreement, but not later than ten days after the request. In the absence of other agreement, no such discussion by the President and Executive Director shall extend beyond two weeks.

(b) The Port Authority will not take action under subparagraph (11) of paragraph (a) of Section 20 of this Agreement during the pendency of the above discussions.

(c) If any of the official positions referred to above shall be abolished or its duties substantially changed, the substitute position having substantially the same duties shall be deemed to have been referred to herein, or, if any of the said positions shall be vacant, the person performing substantially the same duties shall be deemed to be the incumbent of the said position, provided, however, that the discussions referred to shall be held by the incumbents of the positions named unless such incumbents are out of the United States.

SECTION 46. Special Termination Rights

(a) The Port Authority and the Lessee, contemporaneously with the making of this Agreement, but as of March 14, 1962, have entered into an agreement under which the Lessee, as the Carrier thereunder, is licensed to operate buses to and from the Terminal, hereinafter called "the License Agreement". In the event the Port Authority shall terminate the License Agreement under Section 16 thereof, the Port Authority shall have the right to terminate the letting under this Agreement by ten (10) days' notice, and the same shall be considered to be a termination under Section 20 of this Agreement. In the event the Lessee shall terminate the License Agreement under Section 18 thereof, the Lessee shall have the right to terminate the letting under this Agreement.

(b) In the event of termination of the License Agreement under Sections 12, 13 or 20 thereof, relating to casualty, labor troubles and condemnation, the Port Authority and the Lessee shall each have the right to terminate the letting under this Agreement by ten (10) days' notice to the other, such termination to be effective as if the effective date thereof were the date of expiration of the letting hereunder.

(c) In the event of cancellation of the License Agreement under Section 22 thereof, then the Port Authority and the Lessee shall each have the right to terminate the letting under this Agreement, and in such event each party shall and does hereby release the other party of and from any and all claims and demands based on this Agreement or on a breach or alleged breach thereof.

(d) No right of termination under this Section may be exercised more than thirty (30) days after the effective date of the particular termination or cancellation of the License Agreement referred to in the above subdivisions (a), (b) and (c).

SECTION 47. Fees Under License Agreement

Nothing contained in this Agreement shall alter, affect or diminish the obligation of the Lessee as the Carrier under the License Agreement, as set forth in Section 14 (a)(4) of the License Agreement, to pay to the Port Authority a monthly fee (which is subject to escalation). "Monies paid or payable" shall include such monies on account of tickets sold or issued at the premises under this Agreement as well as such monies on account of tickets sold or issued elsewhere at the Terminal or elsewhere in the Borough of Manhattan.

SECTION 48. Entire Agreement

This Agreement consists of the following: Sections numbered 1 through 48, and Exhibits A, J, and R. It constitutes the entire agreement of the Port Authority and the Lessee on the subject matter, and may not be changed, modified, discharged or extended except by written instrument duly executed on behalf of both the Port Authority and the Lessee. The Lessee agrees that no representations or warranties shall be binding upon the Port Authority unless expressed in writing in this Agreement.

IN WITNESS WHEREOF, the Port Authority and the Lessee have executed these presents the 17th day of May, 1962.

ATTEST:

Joseph Gleason
Secretary

THE PORT OF NEW YORK AUTHORITY

By S. Montolt

(Title) CHAIRMAN
(Seal)

ATTEST:

Merrill Bufflington
Secretary

THE GREYHOUND CORPORATION

By G. C. Bailey

(Title) President
(Corporate Seal)

EXHIBIT J

FEE AND CHARGE ADJUSTMENTS

(1) (a) All fees and charges payable by the Carrier to the Port Authority under this Agreement will be increased by amounts to be determined as set forth below, based on the percentage of increase of the average hourly labor rates and costs to the Port Authority for the personnel categories hereinafter set forth, the increase being based on costs computed as of December 31, 1960. Increases of fees and charges will be effective January 1 of 1968, 1973 and 1978, being prospective for each of the five-year periods commencing on January 1, 1968 and on January 1, 1973, and for the longer period commencing January 1, 1978. The percentage of increase shall be computed on the basis of full hourly wage and salary rates and costs, and such rates and costs shall include fringe benefits as hereinafter referred to.

(b) Increases in those fees and charges which are expressed in the Agreement in sums of money shall be based on the increases of the full hourly wage and salary rates and costs computed effective December 31 of 1967, 1972 and 1977, as compared with the full hourly wage and salary rates and costs computed as of December 31, 1960. Increases in the fees and charges which are expressed in the Agreement as applications of percentages shall be based on the excess, if any, of the increases of the full hourly wage and salary rates and costs computed effective December 31 of 1967, 1972 and 1977, as compared with the full hourly wage and salary rates and costs computed as of December 31, 1960, over the percentage increase in fares, if any, in each of the same periods; such excess shall be applied to the net percentage figure (which shall be, in the case of the percentage figure set forth in Section 14(a)(4) of the License Agreement, that figure as reduced by operation of the provisions of Section 33(b) of the License Agreement) used to compute the sums receivable by the Port Authority. In computing the percentage increase in labor costs, individual increases or decreases of full hourly wage and salary rates and costs for each of the personnel categories will be computed, and the resulting percentages will be averaged to arrive at the final percentage figure. All percentages used in computation hereunder will be expressed to the nearest 1/10 of 1%, and wage and salary rates and costs will be expressed to the nearest cent.

The percentage increase in fares shall be the percentage by which the sum of the regular adult one-way fares (according to the published tariffs of The Greyhound Corporation) from New York, New York to the destination points named below in effect on December 31, 1960 is exceeded by the sum of the same fares in effect on December 31, 1967, 1972 and 1977, as the case may require: Chicago, Ill., Detroit, Mich., Miami, Fla., New Orleans, La., Norfolk, Va., St. Louis, Mo., and San Francisco, Cal.

(2) The personnel categories used in computing the full hourly wage and salary costs and expenses shall be the following: Police Officer, Lobby Information Agent I, Baggage Man I, Red Cap, Building Attendant I, Watch Engineer (air-conditioning and heating), Electrician I, Clerk I. If any of the job titles set forth above shall be changed, the new job title shall be deemed to have been substituted therefor; however, in any substitution or change the essence of the personnel category, as evidenced by the description of its duties, shall be controlling, rather than the job title, and if the functions of the job are abolished, the job title shall be eliminated from the personnel categories used. The wage and salary rates used in computations hereunder shall be the starting wage or salary for each personnel category.

(3) The fringe benefits shall include payments by the Port Authority to the New York State Employees' Retirement System, Federal Old Age Disability and Survivors' Insurance System, net premiums (i.e., premiums less dividends) for group health, major medical and life insurance programs, premiums for workmen's compensation insurance, plus any other payments made by the Port Authority for any other employee-benefit programs in existence from time to time, whether such additional programs have been instituted by the Port Authority voluntarily, by contract or pursuant to law. There shall also be included in fringe benefits any amounts paid into, reserved or set aside for self-insurance funds for benefits as referred to above.

(4) To include fringe benefits in the full hourly wage and salary rate and costs, the salary or wage rate shall be increased by a percentage which shall be equivalent to the percentage by which fringe-benefit costs and expenses enlarge the cost of all Port Authority wages and salaries constituting the basis for fringe benefits.

(5) On April 30 in 1968, in 1973 and in 1978, the Port Authority will render to the Carrier a statement setting forth starting wage and salary rates for the relevant personnel categories and data covering computation of fringe benefits. To the extent that data is available and accounting procedures permit, fringe benefits will be set forth in terms of cost and expense to the Port Authority for the next preceding calendar year. However, if such data cannot readily be developed, components of cost entering into the computation of fringe benefits for the latest preceding twelve-month period for which data is available will be used.

(6) There are attached hereto a schedule showing computations based on presently existing procedures and accounting practices of the Port Authority and a schedule of the fares in effect on December 31, 1960 to the named points.

(7) In the event this shall be attached to and become part of a lease, the word "Carrier" herein shall be deemed to mean "Lessee", and rentals payable under such lease shall be deemed included in "fees and charges".

SCHEDULE OF COMPUTATIONS OF HOURLY LABOR COSTS AS OF DECEMBER 31, 1960

Job Title	1 Number of hours normally paid for in a 2-week period	2 Bi-weekly Salary as of December 31, 1960	3 Net Cost of Fringe Benefits as a percentage of Payroll (see ff.p.)	4 Column 2 increased by percentage in Column 3	5* Column 4 divided by Column 1
Police Officer	80	$192.00	19.1%	$228.67	$2.86
Watch Engineer (Air Conditioning & Heating)	80	$219.00	12.2%	$245.72	$3.07
Electrician I	80	$199.00	12.2%	$223.28	$2.79
Lobby Information Agent I	80	$173.00	12.2%	$194.11	$2.43
Baggage Man I	80	$150.00	12.2%	$168.30	$2.10
Building Attendant I	80	$143.00	12.2%	$160.45	$2.01
Red Cap	80	$120.00	12.2%	$134.64	$1.68
Clerk I	72-1/2	$124.00	12.2%	$139.13	$1.92

* The figures in Column 5 constitute the full hourly wage and salary rates and costs as of December 31, 1960.

EXHIBIT J PAGE THREE

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COMPUTATIONS OF FRINGE BENEFITS FOR YEAR ENDING DECEMBER 31, 1960

Fringe Benefit	Net Cost to Port Authority	Payroll Base	Net Cost as a Percentage of Payroll
N.Y. State Retirement System - Police only	$ 944,997(a)	$ 5,908,448(c)	16.0%
N.Y. State Retirement System - All employees except police	$1,923,446(a)	$ 21,132,746(c)	9.1%
Federal Old Age, Disability and Survivors' Insurance	$ 573,620(b)	$ 33,762,408(d)	1.7%
Blue Cross and Blue Shield Health Insurance	$ 264,637(f)	$ 28,514,597(g)	0.9%
Major Medical Health Insurance	$ 6,281(b)	$ 32,605,913(e)	0.0%
Life Insurance	$ 2,147(b)	$ 32,605,913(e)	0.0%
Workmen's Compensation Insurance	$ 173,696(b)	$ 33,762,408(d)	0.5%
		Total for Police Employees	19.1%
		Total for all Employees except Police	12.2%

Notes:

(a) Bill received May 15, 1960 for 12-month period ending March 31, 1959.
(b) Net cost to Port Authority for calendar year 1960.
(c) Aggregate of annual salary rates of permanent employees on payroll as of March 31, 1959.
(d) Total payroll of all employees for calendar year 1960.
(e) Total payroll of all employees except temporary personnel for calendar year 1960.
(f) Net cost to Port Authority for calendar year 1959.
(g) Total payroll of all employees except temporary personnel for calendar year 1959.

SCHEDULE OF FARES

The regular adult one-way fares in effect on December 31, 1960 (according to the published tariffs of The Greyhound Corporation) from New York, New York to the destination points named in paragraph (1) (b) of this Exhibit J are as follows:

Destination Point	Fare
CHICAGO, ILLINOIS	$ 25.95
DETROIT, MICHIGAN	21.30
MIAMI, FLORIDA	35.35
NEW ORLEANS, LOUISIANA	36.45
NORFOLK, VIRGINIA	11.20
ST. LOUIS, MISSOURI	28.45
SAN FRANCISCO, CALIFORNIA	76.20
Sum of Fares	$234.90

EXHIBIT R

SPECIAL RULES AND REGULATIONS

1. The Occupant shall use the common areas in the Terminal, including without limiting the generality thereof, all entrances, exits, passages, halls, corridors, courts, vestibules, stairways and elevators, solely for purposes of ingress and egress to and from its space and the Occupant shall not cause any obstruction of or loiter in any such common areas.

2. The Occupant shall not enter upon any court or roof area (including parking area) unless specifically so authorized by lease, permit, license or other agreement with the Port Authority.

3. No fixtures, equipment, furnishings or bulky merchandise, including without limiting the generality thereof desks, chairs, tables, safes, cabinets, shelves, business machines, fans or floor coverings shall be moved to or from the Occupant's space except during such hours as may be prescribed by the Superintendent of the Terminal. In no event will permission be granted by the said Superintendent unless the person employed or under contract to perform such moving is competent and responsible and twenty-four (24) hours' notice of the Occupant's desire to have such moving performed has been given in writing to the said Superintendent.

4. The Occupant shall not mark, drill into, paint or in any way deface any part of the Terminal.

5. The Occupant shall not cover or obstruct in any way, windows, doorways or other openings which admit light or air into the Terminal and there shall not be any cleaning of windows from outside the building.

6. The Occupant shall not place any parcel, bottle or other article on the exterior part of any window sill in the Terminal.

7. The Occupant shall not use any wash bowl, toilet, slop sink or drain, whether located in its space or elsewhere in the Terminal, for any purpose other than those for which it was designed and manufactured, and in no event shall the Occupant dispose or attempt to dispose of thereby any improper articles or substances (whether solid or liquid), including without limiting the generality thereof garbage, refuse, sweepings, rubbish, rags, ashes or litter.

8. The Occupant shall not drop or throw anything from or out of any window in the Terminal and shall not drop or throw anything into any ventilating or elevator shaftway, stairwell or other opening in the Terminal.

9. The Occupant shall not employ or contract for any person to perform general cleaning, janitorial service, window cleaning, extermination or other like service in the Terminal, unless advance notice in writing is given to the Superintendent of the Terminal as to who the proposed person is and said person is competent and responsible.

10. The Occupant shall not canvass, peddle or solicit funds in the Terminal.

11. No animals or pets of any kind whatsoever shall be brought into or kept in the Occupant's space or other part of the Terminal.

12. During such days and hours as the Terminal may not be fully open for business such as Sundays, Saturdays, holidays, late hours of the night and early hours of the morning, the Occupant shall, when entering or leaving the Terminal, if requested by a Port Authority representative, exhibit such authorization or means of identification as may from time to time be prescribed by the Port Authority or as may meet with the approval of such representative.

13. The Occupant shall not directly request any Port Authority employee to do any work or perform any service for it, but shall make all such requests to the Office of the Superintendent of the Terminal.

14. All obligations under these Rules and Regulations shall apply not only to the Occupant, but also to the Occupant's officers, members, employees, agents, representatives, contractors, customers, guests, invitees and others doing business with it and the Occupant shall require and be responsible for compliance herewith by all such persons.

15. As used ›r these Rules and Regulations, the following terms shall have the respective meanings given below:

(a) "Occupant" shall mean a lessee, permittee or licensee of the Port Authority at the Terminal.

(b) "Space" shall mean any area in the Terminal which an Occupant, as herein defined, has the right or privilege to use or occupy exclusively pursuant to a lease, permit, license or permission from the Port Authority.

(c) "Superintendent of the Terminal" shall mean the person or persons from time to time designated by the Port Authority to exercise the powers and functions vested in the said Superintendent pursuant to these Rules and Regulations; but until further notice from the Port Authority, it shall mean the Superintendent (or the Acting Superintendent) of the Terminal for the time being or his duly designated representative or representatives.

BTG

STATE OF NEW YORK }
COUNTY OF NEW YORK } ss.

On the 12th day of May, 1962, before me personally came S. SLOAN COLT to me known, who, being by me duly sworn, did depose and say that he resides

that he is the Chairman of the Board of The Port of New York Authority, one of the corporations described in and which executed the foregoing instrument; that he knows the seal of the said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed by order of the Board of Commissioners of the said corporation; and that he signed his name thereto by like order.

Mildred B. Bruno
(notarial seal and stamp)
MILDRED B. BRUNO
NOTARY PUBLIC, State of New York
No. 30-5497825
Qualified in Nassau County
Cert. filed in New York County
Commission Expires March 30, 1964

STATE OF NEW YORK }
COUNTY OF NEW YORK } ss.

On the 17th day of May, 1962, before me personally came M. C. Frailey to me known, who, being by me duly sworn, did depose and say that he resides at

that he is the President of The Greyhound Corporation, one of the corporations described in and which executed the foregoing instrument; that he knows the seal of the said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of the said corporation; and that he signed his name thereto by like order.

Mildred B. Bruno
(notarial seal and stamp)
MILDRED B. BRUNO
NOTARY PUBLIC, State of New York
No. 30-5497825
Qualified in Nassau County
Cert. filed in New York County
Commission Expires March 30, 1964

Port Authority Lease No. BT-G-3
Supplement No. 11

SUPPLEMENTAL AGREEMENT

THIS AGREEMENT, dated as of the 31st day of July, 1996, by and between THE PORT AUTHORITY OF NEW YORK AND NEW JERSEY (hereinafter called the "Port Authority") and GREYHOUND LINES, INC. (hereinafter called the "Lessee");

WITNESSETH, That:

WHEREAS, heretofore and as of March 16, 1962, the Port Authority entered into an agreement of lease with the Lessee's assignor identified by the above Port Authority Lease Number and covering premises at the Port Authority Bus Terminal, in the Borough of Manhattan, City, County and State of New York (which agreement of lease, as the same has heretofore been supplemented, amended and extended, is hereinafter called the "Lease"); and

WHEREAS, the Port Authority and the Lessee desire to extend the term of the letting under the Lease and to amend the same in certain other respects;

NOW, THEREFORE, for and in consideration of the covenants and mutual agreements herein contained, the Port Authority and the Lessee hereby agree as follows:

1. The term of the letting under the Lease is hereby extended for the period ending on June 30, 1998, unless sooner terminated, at the rentals and charges heretofore set forth in the Lease as hereby extended and amended, payable at the time and in the manner set forth therein.

2. (a) In addition to the Rights of User by the Lessee set forth in the Lease, effective as of May 1, 1997, the Lessee shall have the right to sell at retail pre-paid telephone long-distance cards.

(b) Notwithstanding the foregoing or any other term, condition or provision of the Lease as heretofore or herein amended, the Port Authority may, at any time, without cause, on thirty (30) days' prior written notice to the Lessee, revoke the permission granted to the Lessee pursuant to the provisions of subparagraph (a) above, to sell said prepaid telephone long-distance cards. In the event of such revocation by the Port Authority, the right and permission granted to the Lessee pursuant to subparagraph (a) above shall cease and expire and be deemed null and void as of the effective date of such revocation and thereafter the Lessee shall have no further right or permission to offer for sale or sell such prepaid telephone long-distance cards.

3. (a) In addition to the rentals and other charges heretofore payable under the Lease as hereby extended and herein amended, the Lessee shall pay to the Port Authority a monthly percentage rental equivalent to seven and one-half percent (7.5%) of all monthly gross receipts arising from the sale of prepaid telephone long-distance cards at or from the premises. The Lessee shall (i) maintain at the premises in accordance with generally accepted accounting practice throughout the extended term of the letting under this Agreement records and books of account recording all transactions at, through or in any wise connected with said

prepaid telephone long-distance cards, (ii) furnish on or before the twentieth (20th) day of each calendar month during the extended term of the letting under this Agreement a detailed statement of such gross receipts during the preceding calendar month and (iii) permit, during ordinary business hours, the inspection by the officers, employees and representatives of the Port Authority of any equipment used by the Lessee, including, but not limited to, cash registers and recording tapes.

(b) For the purposes of calculating the percentage rental payable hereunder on account of the sale or dispensing of prepaid telephone long-distance cards, there shall be included in gross receipts under this Agreement only the fees and commissions received, or receivable, by the Lessee from the sale or dispensing of such prepaid telephone long-distance cards.

(c) In addition to the monthly percentage rental payable in accordance with the provisions of subparagraph (a) of this paragraph 3 above, effective as of May 1, 1997, the Lessee shall pay to the Port Authority a monthly percentage rental equivalent to seven and one-half percent (7.5%) of all monthly gross receipts arising on or after that date from the provision at or from the premises of money transfer services to the general public through the Western Union money transfer system.

(d) For the purposes of calculating the percentage rental payable hereunder on account of the provision of money transfer services through the Western Union money transfer system, there shall be included in gross receipts under this Agreement only the fees and commissions received, or receivable, by the Lessee from the provision of such money transfer services.

(e) From and after May 1, 1997, the Lessee shall pay the percentage fee set forth above in subparagraphs (a) and (c) as follows: on June 20, 1997, and on the 20th day of each and every month thereafter occurring throughout the term of the letting under the Lease as herein amended and extended, including the month following the end of the term of the letting under the Lease, the Lessee shall render to the Port Authority a sworn statement showing the gross receipts arising from the sale of prepaid telephone long-distance cards and the gross receipts arising from the provision of money transfer services through the Western Union money transfer system as permitted in accordance with the provisions of the Lease as herein amended and extended during the preceding calendar month, and the Lessee shall pay at the time of rendering the statement an amount equal to the applicable percentages set forth in subparagraphs (a) and (c) of this paragraph applied to such gross receipts.

(f) The computation of percentage rental for each monthly period, or a portion of a monthly period, as herein provided, shall be individual to such monthly period, or such portion of a monthly period, and without relation to any other monthly period, or any other portion of any monthly period.

INITIAL

4. Effective as of ~~June 30, 1997~~ May 31, 1998 at 11:59 o'clock p.m. (such date and time collectively hereinafter referred to as the "Area A-2 Surrender Date"), the Lessee hereby surrenders and yields up and does by these presents grant, bargain, sell, surrender and yield up to the Port Authority, its successors and assigns forever, the space shown in diagonal

Approved as to form
By _____
Attorney

hatching on the exhibit attached hereto, hereby made a part of the Lease as herein amended and marked "Exhibit A-2" (hereinafter referred to as "Area A-2") and the term of years with respect thereto under the Lease yet to come, and has given, granted and surrendered and by these presents does give, grant and surrender to the Port Authority, its successors and assigns, all the rights, rights of renewal, licenses, privileges and options of the Lessee granted by the Lease with respect to Area A-2, all to the intent and purpose that the said term under the Lease and the said rights of renewal, licenses, privileges and options may be wholly merged, extinguished and determined on the Area A-2 Surrender Date with the same force and effect as if the said term were in and by the provisions of the Lease originally fixed to expire on such date.

5. All promises, covenants, agreements and obligations of the Lessee with respect to Area A-2 under the Lease or otherwise which under the provisions thereof would have matured upon the date originally fixed in the Lease for the expiration of the term thereof, or upon the termination of the Lease prior to the said date, or within a stated period after expiration or termination, shall, notwithstanding such provisions, mature upon the Area A-2 Surrender Date and shall survive the execution and delivery of this Agreement.

6. In consideration of the making of this Agreement by the Port Authority, the Lessee hereby agrees to terminate its occupancy of Area A-2 and to deliver actual physical possession of the same to the Port Authority on or before the Area A-2 Surrender Date in the condition required by the Lease upon surrender. The Lessee further agrees that it will remove from Area A-2 prior to the Area A-2 Surrender Date all equipment, inventories, removable fixtures and other personal property of the Lessee or for which the Lessee is responsible.

7. During the period from and after the Area A-2 Surrender Date, in lieu of the basic rental payable under the Lease as herein amended and extended. The Lessee shall pay to the Port Authority a basic rental for the premises at the rate of One Hundred Twenty-seven Thousand Seven Hundred Thirty Dollars and Forty Cents ($127,730.40) per annum, payable in advance in monthly installments in the amount of Ten Thousand Six Hundred Forty-four Dollars and Twenty Cents ($10,644.20) each on ~~July 1, 1997~~ June 1, 1998 and on the first day of each calendar month thereafter.

INITIAL

8. The Lessee represents and warrants that no broker has been concerned in the negotiation or execution of this Agreement or the extension of the term of the letting hereunder and that there is no broker who is or may be entitled to be paid a commission in connection therewith. The Lessee shall indemnify and save harmless the Port Authority of and from any and all claims for commission or brokerage made by any and all persons, firms or corporations whatsoever for services in connection with the negotiation and execution of this Agreement or the extension of the term of the letting hereunder.

9. Neither the Commissioners of the Port Authority, nor any of them, nor any officer, agent or employee thereof, shall be charged personally by the Lessee with any liability, or held liable to it under any term or provision of this Agreement, or because of its execution or attempted execution or because of any breach thereof.

Approved as to form
By _____ Attorney

10. As hereby amended, all the terms, covenants, provisions, conditions and agreements of the Lease shall be and remain in full force and effect.

11. This Agreement and the Lease which it amends and supplements constitute the entire agreement between the Port Authority and the Lessee on the subject matter, and may not be changed, modified, discharged or extended except by instrument in writing duly executed on behalf of both the Port Authority and the Lessee. The Lessee agrees that no representations or warranties shall be binding upon the Port Authority unless expressed in writing in the Lease or this Agreement.

IN WITNESS WHEREOF, the Port Authority and the Lessee have executed these presents as of the date first above written.

ATTEST:

Secretary

THE PORT AUTHORITY OF NEW YORK AND NEW JERSEY

By

(Title) Director TBT

(Seal)

ATTEST:

Secretary

GREYHOUND LINES, INC.

By

(Title) Executive Vice-President / COO

(Corporate Seal)

APPROVED AS TO FORM:

APPROVED FOR TRANSMITTAL FORM | TERMS

(300)

(Port Authority Acknowledgment)

STATE OF NEW YORK)
)ss.:
COUNTY OF NEW YORK)

On the 2ND day of July, 1998, before me personally came Ernesto L. Butchel, to me known, who, being by me duly sworn, did depose and say that he resides at

; that he is the Director, Tunnels, Bridges & Terminals Dept., of the Port Authority of New York and New Jersey, one of the corporations described in and which executed the foregoing instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Commissioners of said corporation; and that he signed his name thereto by like order.

CONSTANCE DELLABARCA
Notary Public, State of New York
No. 03-4831312
Qualified in Bronx County
Commission Expires 2/28/2000

Constance DellaBarca
(notarial seal and stamp)

(Corporate Acknowledgment)

STATE OF TEXAS)
)ss.:
COUNTY OF DALLAS)

On the 6th day of May, 1998, before me personally came Jack Haugsland, to me known, who, being by me duly sworn, did depose and say that he resides at

; that he is the Executive Vice-President of Greyhound Lines, Inc., one of the corporations described in and which executed the foregoing instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation; and that he signed his name thereto by like order.

Padilla
(notarial seal and stamp)

KRIS PADILLA
Notary Public, State of Texas
My Commission Expires 07-07-01

SUPPLEMENT #10
BT-G-3

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Toilet area

BTO 9150 Lease No. BT-G-3

THE PORT OF NEW YORK AUTHORITY
BUS TERMINAL

AGREEMENT OF LEASE

between

THE PORT OF NEW YORK AUTHORITY

and

THE GREYHOUND CORPORATION

Dated as of March 16 1962

50

BTO-9250

Lease No. BT-G-3

THIS AGREEMENT, made as of the sixteenth day of March, 1962, by and between THE PORT OF NEW YORK AUTHORITY (hereinafter called the "Port Authority"), a body corporate and politic, created by Compact between the States of New Jersey and New York, with the consent of the Congress of the United States of America, and having an office at 111 Eighth Avenue, in the Borough of Manhattan, City, County and State of New York, and

THE GREYHOUND CORPORATION

(hereinafter called the "Lessee"), a corporation organized and existing under the laws of the State of Delaware, with an office and place of business at 140 South Dearborn Street, Chicago 3, Illinois,

whose representative is the President of Eastern Greyhound Lines Division of the Greyhound Corporation, 1400 West Third Street, Cleveland 13, Ohio

WITNESSETH THAT:

The Port Authority and the Lessee, for and in consideration of the rents, covenants and agreements hereinafter contained, mutually covenant and agree as follows:

SECTION 1. *Letting*

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The Port Authority hereby lets to the Lessee and the Lessee hereby hires and takes from the Port Authority, at the Port Authority Bus Terminal, in the Borough of Manhattan, City, County and State of New York, the space(s) as shown in diagonal hatching on the sketch(s) annexed hereto, made a part hereof and marked "Exhibit A",

together with the fixtures, improvements and other property of the Port Authority located therein or thereon, said space(s), fixtures, improvements and other property of the Port Authority being hereinafter collectively referred to as the "premises".

SECTION 2. *Term*

The term of the letting under this Agreement shall commence on April 1, 1963 and shall, unless sooner terminated, or unless extended, expire on March 31, 1983.

SECTION 3. *Rights of User by the Lessee*

The Lessee shall use the premises for the following purposes only and for no other purpose whatsoever;

as set forth in Section 37.

SECTION 4. *Basic Rental*

66

(a) The Lessee agrees to pay to the Port Authority a basic rental for the premises at the rate of Forty-five Thousand Seven Hundred Fifty Dollars and No Cents ($45,750.00) per annum, payable monthly in advance in equal installments subject to adjustment to the actual square footage of the premises on the commencement date, applying the 1953 Real Estate Board of New York formula for store space and an annual rate of $25 per square foot.

be or be construed to be an eviction of the Lessee or a breach of this Agreement. In the event that the Lessee has received a notice hereunder it shall deliver all or any such portion of the premises so required in the same condition as that required hereunder for the delivery of the premises on the cessation of the letting. In the event of the taking or delivery of all the premises, this Agreement and the letting hereunder shall on the day of such taking or delivery cease and expire as if that day were the date originally stated herein for the expiration of this Agreement; and, in the event of the taking or delivery of any portion of the premises, then, from and after such taking or delivery, such portion of the premises shall cease to be a part of the premises hereunder and there shall be an abatement of rental as hereinafter provided in Section 18.

(e) The Lessee, before closing and leaving the premises at any time for any period, shall close all windows therein and turn off all water taps.

(f) If the Port Authority deems it advisable for security reasons, the Lessee shall provide and its employees shall wear or carry badges or other suitable means of identification which shall be subject to the prior written approval of the Superintendent of the Terminal.

SECTION 8. *Prohibited Acts*

The Lessee shall not: (a) commit any nuisance on the premises, or do or permit to be done anything which may result in the creation or commission of a nuisance on the premises; (b) cause or permit to be caused or produced upon the premises, to permeate the same or to emanate therefrom, any unusual, noxious or objectionable smokes, gases, vapors, or odors; (c) use the premises for lodgings or sleeping purposes or for any immoral purposes; (d) install or use any radio or television set, air conditioning unit or equipment, refrigerator, heating or cooking apparatus in the premises except with the prior written approval of the Port Authority; (e) install window shades or venetian blinds on the windows of the premises unless and until the type and color of same shall have been previously approved in writing by the Port Authority; (f) do or permit to be done anything which may interfere with the effectiveness or accessibility of existing and future utilities systems or portions thereof on the premises or elsewhere at the Terminal, including therein without limitation thereto systems for the supply of heat, water hot and cold, gas, electricity and fuel and for the furnishing of fire-alarm, fire-protection, sprinkler, sewerage, drainage, air-conditioning, telephone, telegraph, tele-register, pneumatic-tube dispatch and inter-communications services, including lines, pipes, mains, wires, conduits and equipment connected with or appurtenant to all such systems, nor do or permit to be done anything which may interfere with free access and passage in the premises, elsewhere in the Terminal or in the streets and sidewalks adjacent to the Terminal; (g) do or permit to be done anything which may interfere with the effectiveness or accessibility of elevators or escalators at the Terminal, including lines, pipes, wires, conduits and equipment connected with or appurtenant thereto; (h) overload any floor in the premises; (i) place any furniture, machine or equipment over any expansion or contraction joint unless one end of such furniture, machine or equipment is free to permit expansion or contraction; (j) place any additional lock of any kind upon any window or interior or exterior door in the premises unless a key therefor is delivered to the Port Authority, nor make any change in any existing door or window lock or the mechanism thereof, except with the prior written approval of the Port Authority, and upon the expiration or sooner termination of the letting hereof, the Lessee shall surrender to the Port Authority any and all keys to interior and exterior doors on the premises, whether said keys were furnished to or were otherwise procured by the Lessee, and in the event of the loss of any keys furnished by the Port Authority to the Lessee, the Lessee shall pay to the Port Authority the cost of replacement thereof; (k) do or permit to be done any act or thing upon the premises which will invalidate or conflict with any insurance policies covering the premises or any part thereof, or the Terminal, or any part thereof, or which, in the opinion of the Port Authority, may constitute an extra-hazardous condition, so as to increase the risks normally attendant upon the operations contemplated by Section 3 hereof, and the Lessee shall promptly observe, comply with and execute the provisions of any and all present and future rules and regulations, requirements, orders and directions of the New York Board of Fire Underwriters, the New York Fire Insurance Exchange, or of any other board or organization exercising or which may exercise similar functions, which may pertain or apply to the operations of the Lessee on the premises, and the Lessee shall, subject to and in accordance with the provisions of Section 11 hereof, make any and all non-structural improvements, alterations or repairs of the premises that may be required at any time hereafter by any such present or future rule, regulation, requirement, order

(g) The parties do hereby stipulate that neither the provisions of Section 227 of the Real Property Law of the State of New York nor those of any other similar statute shall extend or apply to this Agreement.

(h) In the event of a partial or total destruction of the premises, the Lessee shall immediately remove any and all of its property and/or debris from the premises or the portion thereof destroyed and if the Lessee does not promptly so remove, the Port Authority may remove such property to a public warehouse for deposit or retain the same in its own possession and sell the same at public auction, the proceeds of which shall be applied first to the expenses of removal, storage and sale, second to any sums owed by the Lessee to the Port Authority, with any balance remaining to be paid to the Lessee; if the expenses of such removal, storage and sale shall exceed the proceeds of sale, the Lessee shall pay such excess to the Port Authority upon demand.

SECTION 10. *Indemnity*

The Lessee shall indemnify and hold harmless the Port Authority, its Commissioners, officers, agents and employees from all claims and demands of third persons including but not limited to those for death, for personal injuries, or for property damages, arising out of the use or occupancy of the premises by the Lessee or out of any of the acts or omissions of the Lessee, its officers, members, employees, agents, representatives, contractors, customers, guests, invitees and other persons doing business with it where such acts or omissions are on the premises or arising out of any acts or omissions of the Lessee, its officers, members, employees, agents and representatives where such acts or omissions are elsewhere at the Terminal.

SECTION 11. *Construction by the Lessee*

The Lessee shall not erect any structures, make any changes, alterations, improvements or do any other construction work on or to the premises, or install any fixtures in or on the premises (other than trade fixtures, removable without injury to the freehold) without the prior written approval of the Port Authority, and in the event any construction, improvement, alteration, modification, addition, repair or replacement is made without such approval, then upon reasonable notice so to do, the Lessee will remove the same, or, at the option of the Port Authority, cause the same to be changed to the satisfaction of the Port Authority. In case of any failure on the part of the Lessee to comply with such notice, the Port Authority may effect the removal or change and the Lessee shall pay the cost thereof to the Port Authority on demand.

SECTION 12. *Signs*

~~(a) Except with the prior written approval of the Port Authority, the Lessee shall not erect, maintain or display any signs or any advertising at or on the exterior parts of the premises or in the premises so as to be visible through the windows or exterior doors thereof.~~

(b) Upon the expiration or termination of the letting, the Lessee shall remove, obliterate or paint out, as the Port Authority may direct, any and all signs and advertising on the premises or elsewhere at the Terminal if pertaining to the Lessee, and in connection therewith shall restore the premises and the Terminal to the same condition as at the commencement of the letting. In the event that there is a failure by the Lessee so to remove, obliterate or paint out each and every sign or advertising and so to restore the premises and the Terminal, the Port Authority may, at its option, perform the necessary work at the expense of the Lessee, and the charge therefor shall be paid by the Lessee to the Port Authority on demand.

SECTION 13. *Services*

(a) The Port Authority shall, without additional charge, furnish heat, to an even and comfortable working temperature, during the months of October to April inclusive, to the Lessee in the premises, ~~during usual working hours on days other than Sundays and legal holidays (as fixed by the laws of the State of New York).~~

(b) The Port Authority shall, without additional charge, furnish non-exclusive toilet and washroom facilities for the employees of the Lessee.

~~(c) The Port Authority shall, without additional charge, daily (but not on Saturdays, Sundays and legal holidays (as fixed by the laws of the State of New York)) dust and clean the premises and empty waste paper baskets therein and shall also, without additional charge, periodically clean the windows of the premises but such window cleaning need not be more frequent than once a month.~~

(d) The Port Authority agrees to sell, furnish and supply to the Lessee in the premises and the Lessee agrees to take and pay the Port Authority for electricity, in reasonable quantities, for illumination (all bulbs to be supplied and installed by the Lessee) and power; said electricity to be 60 cycle, alternating current at 120 volts, to be paid for by the Lessee according to either (at the option of the Port Authority exercisable at any time and from time to time) of the following methods:

(1) to be metered by the Port Authority and to be paid for by the Lessee at the rates which

including all interest, costs damages and penalties, and the same may be added to any installment of rent thereafter due hereunder, and each and every part of the same shall be and become additional rent, recoverable by the Port Authority in the same manner and with like remedies as if it were originally a part of the basic rental as set forth in Section 4 hereof.

(b) For all purposes under this Section, and in any suit, action or proceeding of any kind between the parties hereto, any receipt showing any payment of sum or sums by the Port Authority for any work done or material furnished shall be *prima facie* evidence against the Lessee that the amount of such payment was necessary and reasonable. Should the Port Authority elect to use its own operating and maintenance staff in making any repairs, replacements, and/or alterations and to charge the Lessee with the cost of same, any time sheet of any employee of the Port Authority showing hours of labor or work allocated to any such repair, replacement and/or alteration, or any stock requisition of the Port Authority showing the issuance of materials for use in the performance thereof, shall likewise be *prima facie* evidence against the Lessee that the amount of such charge was necessary and reasonable.

SECTION 16. *Rights of Entry Reserved*

(a) The Port Authority, by its officers, employees, agents, representatives and contractors shall have the right at all reasonable times to enter upon the premises for the purpose of inspecting the same, for observing the performance by the Lessee of its obligations under this Agreement, and for the doing of any act or thing which the Port Authority may be obligated or have the right to do under this Agreement or otherwise.

(b) Without limiting the generality of the foregoing, the Port Authority, by its officers, employees, representatives, and contractors, shall have the right, for the benefit of the Lessee or for the benefit of others at the Terminal, to maintain existing and future utilities systems or portions thereof on the premises, including therein without limitation thereto systems for the supply of heat, water hot and cold, gas, electricity and fuel and for the furnishing of fire-alarm, fire-protection, sprinkler, sewerage, drainage, air-conditioning, telephone, telegraph, tele-register, pneumatic-tube dispatch and intercommunications services, and to maintain elevator and escalator systems, including lines, pipes, mains, wires, conduits and equipment connected with or appurtenant to all such systems, and to enter upon the premises at all reasonable times to make such repairs, alterations and replacements as may, in the opinion of the Port Authority, be deemed necessary or advisable and, from time to time to construct or install over, in, under or through the premises new lines, pipes, mains, wires, conduits and equipment; and to use the premises for access to other portions of the Terminal not otherwise conveniently accessible; *provided, however*, that such repair, alteration, replacement construction or access shall not unreasonably interfere with the use of the premises by the Lessee

(c) Nothing in this Section shall or shall be construed to impose upon the Port Authority any obligation so to construct or maintain or to make repairs, replacements, alterations or additions, or shall create any liability for any failure so to do

(d) At any time and from time to time during ordinary business hours within the six (6) months next preceding the expiration of the letting, the Port Authority, by its agents and employees, whether or not accompanied by prospective lessees, occupiers or users of the premises, shall have the right to enter thereon for the purpose of exhibiting and viewing all parts of the same and during such six-month period the Port Authority may place and maintain on the premises, the usual "To Let" signs, which signs the Lessee shall permit to remain without molestation.

(e) If, during the last month of the letting, the Lessee shall have removed all or substantially all the Lessee's property from the premises, the Port Authority may immediately enter and alter, renovate and redecorate the premises.

(f) No abatement of rental shall be claimed by or allowed to the Lessee by reason of the exercise of any or all of the foregoing rights by the Port Authority or others.

SECTION 17. *Condemnation*

(a) In any action or proceeding instituted by any governmental agency or agencies for the taking for a public use of any interest in all or any part of the premises, the Lessee shall not be entitled to assert any claim to any award or part thereof made or to be made

(2) By order or decree of a court the Lessee shall be adjudged bankrupt or an order shall be made approving a petition filed by any of the creditors or, if the Lessee is a corporation, by any of the stockholders of the Lessee, seeking its reorganization or the readjustment of its indebtedness under the federal bankruptcy laws or under any law or statute of the United States or of any State thereof; or

(3) A petition under any part of the federal bankruptcy laws or an action under any present or future insolvency law or statute shall be filed against the Lessee and shall not be dismissed within ~~thirty (30)~~ days after the filing thereof; or

(4) The letting hereunder or the interest or estate of the Lessee under this Agreement shall be transferred to, pass to or devolve upon, by operation of law or otherwise, any other person, firm or corporation; or

(5) The Lessee, if a corporation, shall, without the prior written approval of the Port Authority, become a possessor or merged corporation in a merger, a constituent corporation in a consolidation, or a corporation in dissolution; or

(6) The Lessee is, or the Lessees collectively are doing business as, or constitute a copartnership, and the said copartnership shall be dissolved as the result of any act or omission of its copartners or any of them, or by operation of law or the order or decree of any court having jurisdiction, or for any other reason whatsoever; or

(7) By or pursuant to, or under authority of any legislative act, resolution or rule, or any order or decree of any court or governmental board, agency or officer having jurisdiction, a receiver, trustee, or liquidator shall take possession or control of all or substantially all the property of the Lessee, and such possession or control shall continue in effect for a period of ~~fifteen (15)~~ days; or

(8) Any lien is filed against the premises because of any act or omission of the Lessee and is not removed within ten (10) days; or

(9) The Lessee shall voluntarily abandon, desert, vacate or discontinue its operations in the premises; or

(10) The Lessee shall fail duly and punctually to pay the rentals or to make any other payment required hereunder when due to the Port Authority; or

(11) The Lessee shall fail to keep, perform and observe each and every other promise, covenant and agreement set forth in this Agreement on its part to be kept, performed, or observed, within ~~ten (10)~~ days after receipt of notice of default thereunder from the Port Authority (except where fulfillment of its obligation requires activity over a period of time, and the Lessee shall have commenced to perform whatever may be required for fulfillment within ten (10) days after receipt of notice and continues such performance without interruption except for causes beyond its control);

then upon the occurrence of any such event or at any time thereafter during the continuance thereof, the Port Authority may by ~~five (5)~~ days' notice terminate the letting, such termination to be effective upon the date specified in such notice. Such right of termination and the exercise thereof shall be and operate as a conditional limitation.

(b) If any of the events enumerated in paragraph (a) of this Section shall occur prior to the letting, the Lessee shall not be entitled to enter into possession of the premises and the Port Authority upon the occurrence of any such event or at any time thereafter during the continuance thereof by twenty-four (24) hours' notice may cancel the interest of the Lessee under this Agreement, such cancellation to be effective upon the date specified in such notice.

(c) No acceptance by the Port Authority of rentals, fees, charges or other payments in whole or in part for any period or periods after a default of any of the terms, covenants and conditions to be performed, kept or observed by the Lessee shall be deemed a waiver of any right on the part of the Port Authority to terminate the letting.

(d) No waiver by the Port Authority of any default on the part of the Lessee in performance of any of the terms, covenants or conditions hereof to be performed, kept or observed by the Lessee shall be or be construed to be a waiver by the Port Authority of any other or subsequent default in performance of any of the said terms, covenants and conditions.

SECTION 26. *Surrender*

(a) The Lessee covenants and agrees to yield and deliver peaceably to the Port Authority possession of the premises on the date of the cessation of the letting, whether such cessation be by termination, expiration or otherwise, promptly and in good condition, reasonable wear excepted.

(b) The Lessee shall have the right at any time during the letting to remove its equipment, inventories, removable fixtures and other personal property from the premises. If the Lessee shall fail to remove its property on or before the termination or expiration of the letting, the Port Authority may remove such property to a public warehouse for deposit or retain the same in its own possession, and sell the same at public auction, the proceeds of which shall be applied first to the expenses of removal, storage and sale, second to any sums owed by the Lessee to the Port Authority, with any balance remaining to be paid to the Lessee; if the expenses of such removal, storage and sale shall exceed the proceeds of sale, the Lessee shall pay such excess to the Port Authority upon demand.

SECTION 27. *Acceptance of Surrender of Lease*

No agreement of surrender or to accept a surrender shall be valid unless and until the same shall have been reduced to writing and signed by the duly authorized representatives of the Port Authority and of the Lessee. Except as expressly provided in this Section, neither the doing of, nor any omission to do, any act or thing, by any of the officers, agents or employees of the Port Authority, shall be deemed an acceptance of a surrender of the letting or of this Agreement.

SECTION 28. *Brokerage*

The Lessee represents and warrants that no broker has been concerned in the negotiation of this Agreement and that there is no broker who is or may be entitled to be paid a commission in connection therewith. The Lessee shall indemnify and save harmless the Port Authority of and from any claim for commission or brokerage made by any and all persons, firms or corporations whatsoever for services in connection with the negotiation and execution of this Agreement.

SECTION 29. *Limitation of Rights and Privileges Granted*

No greater rights or privileges with respect to the use of the premises or any part thereof or with respect to the Terminal are granted or intended to be granted to the Lessee by this Agreement, or by any provision thereof, than the rights and privileges expressly granted hereby.

SECTION 30. *Notices*

All notices, requests, consents and approvals required to be given to or by either party shall be in writing, and all such notices and requests shall be personally delivered to the duly designated officer or representative of such party or delivered to the office of such officer or representative during regular business hours, or forwarded to him or to the party at such address by registered mail. The Lessee shall designate an office within the Port of New York District and an officer or representative whose regular place of business is at such office. Until further notice, the Port Authority hereby designates its Executive Director, and the Lessee designates the person named as representative on the first page hereof as their respective officers or representatives upon whom notices and requests may be served, and the Port Authority designates its office at 111 Eighth Avenue, New York 11, New York, and the Lessee designates its office at its address stated on the first page hereof, as their respective offices where notices and requests may be served.

SECTION 31. *Place of Payments*

All payments required of the Lessee by this Agreement shall be made at the office of the Treasurer of the Port Authority, 111 Eighth Avenue, New York 11, New York, or to such other officer or address as may be substituted therefor.

SECTION 32. *Quiet Enjoyment*

The Port Authority covenants and agrees that as long as it remains the owner of the Terminal, the Lessee, upon paying all rentals hereunder and performing all the covenants, conditions and provisions of this Agreement on its part to be performed, shall and may peaceably and quietly have, hold and enjoy the premises free of any act or acts of the Port

SECTION 37. Rights of User by the Lessee

The Lessee shall use the premises for the following purposes only and for no other purpose whatsoever: the sale of tickets for the transportation of passengers on bus lines operated by the Lessee (and connecting carriers); provided that the sale of tickets for transportation wholly on buses operated by others than the Lessee, whether or not connecting carriers, shall be subject to the prior and continuing approval of the Port Authority; the booking of reservations for travel accommodations; the sale of travel insurance; the providing of information; and the operation of an administrative and business office in connection with the said activities. In addition, if at any time between 7 o'clock P.M. and 7 o'clock A.M. the day following, the travel bureau operated by the Lessee under the provisions of a certain agreement of lease made between the Port Authority and the Lessee as of March 15, 1962 and bearing the Port Authority Number BT-G-2 is not open for business, the Lessee may use the premises hereunder for the purposes set forth in Section 3 - Rights of User by the Lessee, of that agreement, as such Section may be amended. All monies paid or payable to the Lessee on account of use of the premises hereunder (or of any portion of the premises) as a substitute for the travel bureau in accordance with the foregoing shall be included in the gross receipts of the Lessee under the said Agreement No. BT-G-2, for all purposes under that agreement, and as defined therein.

SECTION 38. Prior Entry for Construction

Not sooner than September 5, 1962, the Lessee may enter upon and occupy the premises, for the purpose only of preparing them for its occupancy under this Agreement, including performing the work of construction and installation of equipment. Such entry upon and use of the premises, and all work of construction and installation, shall be under and in accordance with all the terms, provisions, covenants and conditions of this Agreement except for the provisions regarding the payment of rental and the purposes of the letting, and under all the terms and provisions of an alteration permit or permits to be entered into between the Port Authority and the Lessee prior to the commencement of any work whatsoever. No work shall be done until approval thereof on behalf of the Port Authority shall have been secured. If completion of the work of construction and installation is delayed beyond April 1, 1963 by causes beyond the Lessee's control, including any labor trouble, the commencement date of the letting and the commencement of rental shall be postponed if the Lessee has diligently performed and shall continue diligently to perform the work; but notwithstanding any delay in completion from any cause whatsoever, the letting and the rental shall commence in any event no later than October 1, 1963.

SECTION 39. Reimbursement for Construction and Installation

(a) In the event the Lessee has performed in the premises work of construction and installation of equipment in accordance with Section 38 above, and in the event the letting hereunder is cancelled pursuant to the provisions of Section 17 or terminated pursuant to the provisions of Section 7(d) of this Agreement, the Port Authority shall pay the Lessee a pro rata share of the Lessee's cost of construction and installation, to be ascertained as follows: to the extent permitted by sound accounting practice, the sum of the following items of cost incurred by the Lessee for equipment and fixtures and the installation thereof and for the making of such improvements as are necessary to initially equip and improve the premises for the Lessee's operations hereunder, and to the extent that such sum does not exceed One Hundred Thousand Dollars and No Cents ($100,000.00), shall constitute the cost to be paid to the Lessee and shall constitute the cost as the same is hereinafter used:

(1) Direct labor and material costs;

(2) Contract costs for purchases and installation excluding those of the types mentioned in the following subdivision (3); and

(3) Engineering, architectural, planning, designing, financing, interest, insurance, and other overhead or carrying charges which are due for a period ending not later than the date of completion of installation of any such initial equipment, fixtures or improvements for which they are incurred, and not to exceed 20% of the total of the amounts covered by subdivisions (1) and (2) above.

(b) A statement of the cost detailing all the foregoing, including copies of invoices and contracts and certified by a responsible officer of the Lessee shall be delivered by the Lessee to the Port Authority not later than ninety (90) days after the complete supplying and installing of all such initial fixtures or equipment and the making of all such initial improvements, and the Lessee shall permit the Port Authority, by its agents, employees and representatives, at all reasonable times prior to a final settlement or determination of cost, to examine and audit the records and books of the Lessee which pertain to the cost; the Lessee agrees to keep such records and books of account during such time either within the Port of New York District or at the office of its representative stated on the first page of this Agreement; provided, however, that if the records and books of account are kept in Cleveland then the Lessee shall produce the same within the Port of New York District for examination by the Port Authority at any time and from time to time on notice from the Port Authority.

(c) The proration of cost shall be ascertained by multiplying the cost by a fraction, the numerator of which shall be the number of whole calendar months in the term of the letting as originally set forth subsequent to the effective date of termination, and the denominator of which shall be the total number of months in the term of the letting as originally set forth.

(d) Notwithstanding any other provision of this Section, in ascertaining the amount that the Port Authority shall be obligated to pay to the Lessee hereunder, the cost computed as heretofore stated shall be diminished by the amount that any part of the components of cost as stated in subdivisions (1), (2) and (3) of (a) above is burdened by liens, mortgages, other encumbrances or conditional bills of sale on such equipment, fixtures and improvements and by any other amounts whatsoever due under this Agreement from the Lessee to the Port Authority. In no event whatsoever shall cost include any expenses, outlays or charges whatsoever by or for the account of the Lessee for or in connection with any equipment or fixtures or the making of any improvements mentioned, unless said equipment, fixtures and improvements are actually and completely installed in or made to the premises.

(e) On the payment by the Port Authority of the prorated cost, all fixtures, equipment and improvements including replacements furnished by the Lessee in the premises, and all interest of the Lessee therein which have not already become the property of the Port Authority, shall be and become the property of the Port Authority and the Lessee shall execute any and all instruments necessary to transfer title and any such interest, provided, however, that the Port Authority may by notice relinquish its right to any such fixtures, equipment or improvements and in such case the provisions of Section 26 of this Agreement shall apply thereto.

SECTION 40. Operations of the Lessee

The premises are bordered on portions of three sides by areas presently used as public or semi-public corriders or means of access. The Lessee shall conduct no activity on the premises which will impede or tend to impede the flow of passenger traffic in the said areas. In addition, the Lessee shall provide sufficient trained personnel at all ticket counters so that queues forming thereat shall be as short as possible. In the event the Port Authority determines that such queues are longer than reasonable, the Lessee shall provide additional personnel. All personnel provided by the Lessee at such counters shall at all times present a neat appearance. The Lessee may keep the doors to the premises open at any time, provided, however, that the Lessee shall not permit any queue to form which extends outside the premises, but the Lessee shall not be responsible if prospective passengers refuse to abide by the Lessee's directions to abandon such exterior queue or queues.

SECTION 41. Amendments

Prior to the execution of this Agreement by either the Port Authority or the Lessee, the following changes were made in the Agreement, which it shall not be necessary physically to indicate:

(a) The final sentence of Section 6 was deleted and the following sentences were substituted in lieu thereof:

"The Port Authority agrees that except in cases of emergency it shall give notice to the Lessee of every rule or regulation hereafter adopted by it, at least ten (10) days, exclusive of Saturdays, Sundays and holidays, before the Lessee shall be required to comply therewith. The Lessee shall have the right to present its comments and objections with regard to any such rule or regulation hereafter adopted, in writing to the Port Authority. The Lessee shall use its best efforts to require its passengers, guests, invitees and others doing business with it to observe and comply with the said rules and regulations, as supplemented and amended."

(b) The word "reasonably" shall be deemed to have been inserted in the final clause of paragraph (b) of Section 7, between the word "steps" and the word "necessary".

(c) The following sentence is hereby added to paragraph (d) of the said Section 7:

"If, however, the taking or delivery of a portion only of the premises is of such a character or extent as to make the remainder of the premises unusable by the Lessee, then, if the Port Authority shall not make a suitable substitution of other premises, or shall be unable so to do, the Lessee shall have the right by notice to the Port Authority, to terminate the letting under this Agreement, as if the effective date of termination were the date originally stated herein for the expiration of the letting under this Agreement, and shall have the right further by such notice to terminate the License Agreement (defined in Section 46 of this Agreement) such termination to be effective as if the effective date of termination were the date of expiration of the License Agreement as originally set forth therein. No right of termination hereunder may be exercised by the Lessee more than thirty (30) days after the taking or delivery."

(d) Paragraph (f) of Section 9 was deleted and the following was substituted in lieu thereof:

"(f) In the event that the premises are damaged at any time subsequent to the execution of this Agreement, without fault on the part of the Lessee or of any other for whose acts or omissions the Lessee is responsible under paragraph (b) of this Section 9, so as to render the premises

unusable in whole or in part, then the Port Authority shall repair or rebuild the premises with due diligence; but if any portion of the Terminal other than the premises is so damaged, together with any part of the premises, then the Port Authority shall have an option either to proceed with due diligence to make the necessary repairs and to do the necessary rebuilding or to terminate the letting under this Agreement; its election under this option shall be communicated to the Lessee within sixty (60) days after the date of such damage; if more than half the usable area of the premises has been destroyed, and the Port Authority elects to repair or rebuild, and states that the repair or rebuilding will require more than nine (9) months' time, then the Lessee shall have an option to terminate the letting under this Agreement by notice given within fifteen (15) days after notice of the Port Authority's election. The rental hereunder shall be abated as provided in Section 18 for the period from the occurrence of the damage to the completion of repairs and rebuilding or to the effective date of termination, as the case may require."

(e) Paragraph (a) of Section 12 of this Agreement was deleted and the following was substituted in lieu thereof:

"(a) Except as required by law or governmental regulation and except with the consent of the Port Authority, the Lessee shall not erect, maintain or display any signs or any advertising at or on the exterior parts of the premises or in the premises so as to be visible through the windows or exterior doors thereof."

(f) The following were deleted from Section 13 of this Agreement: The phrase "during usual working hours on days other than Sundays and legal holidays (as fixed by the laws of the State of New York)", appearing in paragraph (a); paragraph (c) in its entirety; the word "or" appearing at the end of subparagraph (1) of subparagraph (d), and the whole of subparagraph (2) of the said paragraph (d).

(g) The sentences added by paragraph (c) of this Section to paragraph (d) of Section 7 of this Agreement shall be deemed to have been added also to paragraph (c) of Section 17 of this Agreement.

(h) A merger or consolidation shall not be a default under subparagraph (5) of paragraph (a) of Section 20 of this Agreement if it does not diminish the net worth of the Lessee by more than ten percent (10%).

(i) The word and figure "thirty (30)" appearing in subparagraph (3) of paragraph (a) of the said Section 20 were deleted and the word and figure "sixty (60)" were substituted in lieu thereof; the word and figure "fifteen (15)" appearing in subparagraph (7) of the said paragraph (a) were deleted and the word and figure "thirty (30)" were substituted in lieu thereof; the word and figure "ten (10)" appearing in the third line of subparagraph (11) of the said paragraph (a) were deleted and the word and figure "twenty (20)" were substituted in lieu thereof; and the word and figure "five (5)" appearing in the last part of the said paragraph (a) were deleted and the word and figure "thirty (30)" were substituted in lieu thereof.

SECTION 42. Labor Troubles

(a) The Lessee shall immediately give oral notice to the Port Authority (to be followed by written notices and reports) of any and all impending or existing labor complaints, troubles, disputes or controversies involving the Lessee's employees and likely to affect the operation of the Terminal or the operations of others thereat, and shall continually report to the Port Authority the progress of such and the progress of the resolution thereof.

(b) The Port Authority shall have the right, upon notice to the Lessee, to suspend the provisions of this Agreement under which the Lessee is granted the right to use the premises, in either of the following events:

(1) If the Lessee, 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 any labor trouble at the Terminal involving employees of the Port Authority or those of any other person operating at the Terminal other than the Lessee's own employees and which interferes with the operation of the Terminal, other than the Lessee's own operations, or with the operations of others at the Terminal, and if the Lessee, upon notice from the Port Authority, shall not within twelve (12) hours withdraw from the Terminal any such person or persons and any such equipment or materials specified in the notice, or rectify any such condition; or

(2) If any labor trouble of or directed against the Lessee adversely affects the operation of the Terminal by the Port Authority or the operations of others thereat, whether or not the same is due to the fault of the Lessee, and notwithstanding that the Port Authority may or may not have issued directions in connection with the same.

SECTION 43. Adjustments

All rental rates, fees and charges under this Agreement shall be adjusted as set forth in a schedule hereto attched, hereby made a part hereof and marked "Exhibit J"; provided, however, that no rentals, fees or charges computed through application of the said schedule shall become effective if they would be lower than the same rentals, fees, and charges as originally set forth in this Agreement.

SECTION 44. Postponement

(a) The Port Authority shall use due diligence in making the premises vacant and available on the commencement date of the letting under this Agreement. However, if the Terminal or the premises shall not be ready for use by the Lessee at such

date, by reason of the fact that the user thereof has not removed therefrom, or that it has not been feasible for the Port Authority to relocate such user, or by reason of any cause or condition beyond the control of the Port Authority, the Port Authority shall not be subject to any liability for the failure to make the premises available on the said date.

(b) If prior to the commencement date of the letting, the Port Authority believes that the premises will not be available on such date, the Port Authority will so notify the Lessee, such notification to be a notice of six (6) months, if feasible, or a notice of lesser duration dependent on facts then known to the Port Authority. If the factual situation on which the Port Authority has premised a notice changes, subsequent notice or notices may be given subject to the requirements of this Section. However, if the premises are not made available for use by the Lessee on or before a date six (6) months after the commencement date of the letting as set forth in this Agreement, then this Agreement shall be deemed cancelled, except that each party shall and does hereby release the other party of and from any and all claims or demands based on this Agreement or on a breach or alleged breach thereof. Unless sooner terminated, the expiration date of the letting shall be postponed from the expiration date stated in this Agreement for the same period that the commencement date of the letting shall be postponed hereunder, if at all.

SECTION 45. Administrative Recourse

(a) The parties agree that their contractual relationship shall be governed and determined by all the terms, conditions and provisions of this Agreement. However, in view of the substantial duration and the comprehensiveness of the Agreement, it may be anticipated that from time to time the Lessee will deem some action or proposed action of the Port Authority thereunder to be unwarranted or improper. To the end that the Lessee may have an opportunity to present its views and arguments with reference to any such action, on all administrative levels of the Port Authority, the following procedure is formulated and agreed upon: as soon as any matter is brought to the attention of or known to any management personnel of the Lessee (including its terminal manager and its chief dispatcher), the Lessee's New York Regional Manager within ten days of knowledge to such personnel, may request discussion of the matter with the Manager of the Bus Terminal, who shall then discuss the matter at a time fixed by mutual agreement, but not later than ten days after the request. If the Manager of the Bus Terminal does not agree with the position of the said New York Regional Manager, then within twenty days after such initial request, the President of Eastern Greyhound Lines may request such discussion with the Director of Terminals of the Port Authority, who shall then discuss the matter at a time fixed by mutual agreement, but not later than ten days after the request from the said President. If the Director of Terminals

of the Port Authority does not agree with the position of the said President, the President of The Greyhound Corporation may request such discussion with the Executive Director of the Port Authority, at a time fixed by mutual agreement, but not later than ten days after the request. In the absence of other agreement, no such discussion by the President and Executive Director shall extend beyond two weeks.

(b) The Port Authority will not take action under subparagraph (11) of paragraph (a) of Section 20 of this Agreement during the pendency of the above discussions.

(c) If any of the official positions referred to above shall be abolished or its duties substantially changed, the substitute position having substantially the same duties shall be deemed to have been referred to herein, or, if any of the said positions shall be vacant, the person performing substantially the same duties shall be deemed to be the incumbent of the said position, provided, however, that the discussions referred to shall be held by the incumbents of the positions named unless such incumbents are out of the United States.

SECTION 46. Special Termination Rights

(a) The Port Authority and the Lessee, contemporaneously with the making of this Agreement, but as of March 14, 1962, have entered into an agreement under which the Lessee, as the Carrier thereunder, is licensed to operate buses to and from the Terminal, hereinafter called "the License Agreement". In the event the Port Authority shall terminate the License Agreement under Section 16 thereof, the Port Authority shall have the right to terminate the letting under this Agreement by ten (10) days' notice, and the same shall be considered to be a termination under Section 20 of this Agreement. In the event the Lessee shall terminate the License Agreement under Section 18 thereof, the Lessee shall have the right to terminate the letting under this Agreement.

(b) In the event of termination of the License Agreement under Sections 12, 13 or 20 thereof, relating to casualty, labor troubles and condemnation, the Port Authority and the Lessee shall each have the right to terminate the letting under this Agreement by ten (10) days' notice to the other, such termination to be effective as if the effective date thereof were the date of expiration of the letting hereunder.

(c) In the event of cancellation of the License Agreement under Section 22 thereof, then the Port Authority and the Lessee shall each have the right to terminate the letting under this Agreement, and in such event each party shall and does hereby release the other party of and from any and all claims and demands based on this Agreement or on a breach or alleged breach thereof.

(d) No right of termination under this Section may be exercised more than thirty (30) days after the effective date of the particular termination or cancellation of the License Agreement referred to in the above subdivisions (a), (b) and (c).

SECTION 47. Fees Under License Agreement

Nothing contained in this Agreement shall alter, affect or diminish the obligation of the Lessee as the Carrier under the License Agreement, as set forth in Section 14 (a)(4) of the License Agreement, to pay to the Port Authority a monthly fee (which is subject to escalation). "Monies paid or payable" shall include such monies on account of tickets sold or issued at the premises under this Agreement as well as such monies on account of tickets sold or issued elsewhere at the Terminal or elsewhere in the Borough of Manhattan.

SECTION 48. Entire Agreement

This Agreement consists of the following: Sections numbered 1 through 48, and Exhibits A, J, and R. It constitutes the entire agreement of the Port Authority and the Lessee on the subject matter, and may not be changed, modified, discharged or extended except by written instrument duly executed on behalf of both the Port Authority and the Lessee. The Lessee agrees that no representations or warranties shall be binding upon the Port Authority unless expressed in writing in this Agreement.

IN WITNESS WHEREOF, the Port Authority and the Lessee have executed these presents the 17th day of May, 1962.

ATTEST:

Joseph Gerard
Secretary

THE PORT OF NEW YORK AUTHORITY

By S. Morhott

(Title) CHAIRMAN

(Seal)

ATTEST:

Merrill Bassington
Secretary

THE GREYHOUND CORPORATION

By G. C. Crailey

(Title) President

(Corporate Seal)

EXHIBIT J

FEE AND CHARGE ADJUSTMENTS

(1) (a) All fees and charges payable by the Carrier to the Port Authority under this Agreement will be increased by amounts to be determined as set forth below, based on the percentage of increase of the average hourly labor rates and costs to the Port Authority for the personnel categories hereinafter set forth, the increase being based on costs computed as of December 31, 1960. Increases of fees and charges will be effective January 1 of 1968, 1973 and 1978, being prospective for each of the five-year periods commencing on January 1, 1968 and on January 1, 1973, and for the longer period commencing January 1, 1978. The percentage of increase shall be computed on the basis of full hourly wage and salary rates and costs, and such rates and costs shall include fringe benefits as hereinafter referred to.

(b) Increases in those fees and charges which are expressed in the Agreement in sums of money shall be based on the increases of the full hourly wage and salary rates and costs computed effective December 31 of 1967, 1972 and 1977, as compared with the full hourly wage and salary rates and costs computed as of December 31, 1960. Increases in the fees and charges which are expressed in the Agreement as applications of percentages shall be based on the excess, if any, of the increases of the full hourly wage and salary rates and costs computed effective December 31 of 1967, 1972 and 1977, as compared with the full hourly wage and salary rates and costs computed as of December 31, 1960, over the percentage increase in fares, if any, in each of the same periods; such excess shall be applied to the net percentage figure (which shall be, in the case of the percentage figure set forth in Section 14(a)(4) of the License Agreement, that figure as reduced by operation of the provisions of Section 33(b) of the License Agreement) used to compute the sums receivable by the Port Authority. In computing the percentage increase in labor costs, individual increases or decreases of full hourly wage and salary rates and costs for each of the personnel categories will be computed, and the resulting percentages will be averaged to arrive at the final percentage figure. All percentages used in computation hereunder will be expressed to the nearest 1/10 of 1%, and wage and salary rates and costs will be expressed to the nearest cent.

The percentage increase in fares shall be the percentage by which the sum of the regular adult one-way fares (according to the published tariffs of The Greyhound Corporation) from New York, New York to the destination points named below in effect on December 31, 1960 is exceeded by the sum of the same fares in effect on December 31, 1967, 1972 and 1977, as the case may require: Chicago, Ill., Detroit, Mich., Miami, Fla., New Orleans, La., Norfolk, Va., St. Louis, Mo., and San Francisco, Cal.

(2) The personnel categories used in computing the full hourly wage and salary costs and expenses shall be the following: Police Officer, Lobby Information Agent I, Baggage Man I, Red Cap, Building Attendant I, Watch Engineer (air-conditioning and heating), Electrician I, Clerk I. If any of the job titles set forth above shall be changed, the new job title shall be deemed to have been substituted therefor; however, in any substitution or change the essence of the personnel category, as evidenced by the description of its duties, shall be controlling, rather than the job title, and if the functions of the job are abolished, the job title shall be eliminated from the personnel categories used. The wage and salary rates used in computations hereunder shall be the starting wage or salary for each personnel category.

(3) The fringe benefits shall include payments by the Port Authority to the New York State Employees' Retirement System, Federal Old Age Disability and Survivors' Insurance System, net premiums (i.e., premiums less dividends) for group health, major medical and life insurance programs, premiums for workmen's compensation insurance, plus any other payments made by the Port Authority for any other employee-benefit programs in existence from time to time, whether such additional programs have been instituted by the Port Authority voluntarily, by contract or pursuant to law. There shall also be included in fringe benefits any amounts paid into, reserved or set aside for self-insurance funds for benefits as referred to above.

(4) To include fringe benefits in the full hourly wage and salary rate and costs, the salary or wage rate shall be increased by a percentage which shall be equivalent to the percentage by which fringe-benefit costs and expenses enlarge the cost of all Port Authority wages and salaries constituting the basis for fringe benefits.

(5) On April 30 in 1968, in 1973 and in 1978, the Port Authority will render to the Carrier a statement setting forth starting wage and salary rates for the relevant personnel categories and data covering computation of fringe benefits. To the extent that data is available and accounting procedures permit, fringe benefits will be set forth in terms of cost and expense to the Port Authority for the next preceding calendar year. However, if such data cannot readily be developed, components of cost entering into the computation of fringe benefits for the latest preceding twelve-month period for which data is available will be used.

(6) There are attached hereto a schedule showing computations based on presently existing procedures and accounting practices of the Port Authority and a schedule of the fares in effect on December 31, 1960 to the named points.

(7) In the event this shall be attached to and become part of a lease, the word "Carrier" herein shall be deemed to mean "Lessee", and rentals payable under such lease shall be deemed included in "fees and charges".

SCHEDULE OF COMPUTATIONS OF HOURLY LABOR COSTS AS OF DECEMBER 31, 1960

Job Title	1 Number of hours normally paid for in a 2-week period	2 Bi-weekly Salary as of December 31, 1960	3 Net Cost of Fringe Benefits as a percentage of Payroll (see ff.p.)	4 Column 2 increased by percentage in Column 3	5* Column 4 divided by Column 1
Police Officer	80	$192.00	19.1%	$228.67	$2.86
Watch Engineer (Air Conditioning & Heating)	80	$219.00	12.2%	$245.72	$3.07
Electrician I	80	$199.00	12.2%	$223.28	$2.79
Lobby Information Agent I	80	$173.00	12.2%	$194.11	$2.43
Baggage Man I	80	$150.00	12.2%	$168.30	$2.10
Building Attendant I	80	$143.00	12.2%	$160.45	$2.01
Red Cap	80	$120.00	12.2%	$134.64	$1.68
Clerk I	72-1/2	$124.00	12.2%	$139.13	$1.92

* The figures in Column 5 constitute the full hourly wage and salary rates and costs as of December 31, 1960.

BT-G 33062

COMPUTATIONS OF FRINGE BENEFITS FOR YEAR ENDING DECEMBER 31, 1960

Fringe Benefit	Net Cost to Port Authority	Payroll Base	Net Cost as a Percentage of Payroll
N.Y. State Retirement System - Police only	$ 944,997(a)	$ 5,908,448(c)	16.0%
N.Y. State Retirement System - All employees except police	$1,923,446(a)	$ 21,132,746(c)	9.1%
Federal Old Age, Disability and Survivors' Insurance	$ 573,620(b)	$ 33,762,408(d)	1.7%
Blue Cross and Blue Shield Health Insurance	$ 264,637(f)	$ 28,514,597(g)	0.9%
Major Medical Health Insurance	$ 6,281(b)	$ 32,605,913(e)	0.0%
Life Insurance	$ 2,147(b)	$ 32,605,913(e)	0.0%
Workmen's Compensation Insurance	$ 173,696(b)	$ 33,762,408(d)	0.5%
		Total for Police Employees	19.1%
		Total for all Employees except Police	12.2%

Notes:

(a) Bill received May 15, 1960 for 12-month period ending March 31, 1959.
(b) Net cost to Port Authority for calendar year 1960.
(c) Aggregate of annual salary rates of permanent employees on payroll as of March 31, 1959.
(d) Total payroll of all employees for calendar year 1960.
(e) Total payroll of all employees except temporary personnel for calendar year 1960.
(f) Net cost to Port Authority for calendar year 1959.
(g) Total payroll of all employees except temporary personnel for calendar year 1959.

SCHEDULE OF FARES

The regular adult one-way fares in effect on December 31, 1960 (according to the published tariffs of The Greyhound Corporation) from New York, New York to the destination points named in paragraph (1) (b) of this Exhibit J are as follows:

Destination Point	Fare
CHICAGO, ILLINOIS	$ 25.95
DETROIT, MICHIGAN	21.30
MIAMI, FLORIDA	35.35
NEW ORLEANS, LOUISIANA	36.45
NORFOLK, VIRGINIA	11.20
ST. LOUIS, MISSOURI	28.45
SAN FRANCISCO, CALIFORNIA	76.20
Sum of Fares	$234.90

EXHIBIT R

SPECIAL RULES AND REGULATIONS

1. The Occupant shall use the common areas in the Terminal, including without limiting the generality thereof, all entrances, exits, passages, halls, corridors, courts, vestibules, stairways and elevators, solely for purposes of ingress and egress to and from its space and the Occupant shall not cause any obstruction of or loiter in any such common areas.

2. The Occupant shall not enter upon any court or roof area (including parking area) unless specifically so authorized by lease, permit, license or other agreement with the Port Authority.

3. No fixtures, equipment, furnishings or bulky merchandise, including without limiting the generality thereof desks, chairs, tables, safes, cabinets, shelves, business machines, fans or floor coverings shall be moved to or from the Occupant's space except during such hours as may be prescribed by the Superintendent of the Terminal. In no event will permission be granted by the said Superintendent unless the person employed or under contract to perform such moving is competent and responsible and twenty-four (24) hours' notice of the Occupant's desire to have such moving performed has been given in writing to the said Superintendent.

4. The Occupant shall not mark, drill into, paint or in any way deface any part of the Terminal.

5. The Occupant shall not cover or obstruct in any way, windows, doorways or other openings which admit light or air into the Terminal and there shall not be any cleaning of windows from outside the building.

6. The Occupant shall not place any parcel, bottle or other article on the exterior part of any window sill in the Terminal.

7. The Occupant shall not use any wash bowl, toilet, slop sink or drain, whether located in its space or elsewhere in the Terminal, for any purpose other than those for which it was designed and manufactured, and in no event shall the Occupant dispose or attempt to dispose of thereby any improper articles or substances (whether solid or liquid), including without limiting the generality thereof garbage, refuse, sweepings, rubbish, rags, ashes or litter.

8. The Occupant shall not drop or throw anything from or out of any window in the Terminal and shall not drop or throw anything into any ventilating or elevator shaftway, stairwell or other opening in the Terminal.

9. The Occupant shall not employ or contract for any person to perform general cleaning, janitorial service, window cleaning, extermination or other like service in the Terminal, unless advance notice in writing is given to the Superintendent of the Terminal as to who the proposed person is and said person is competent and responsible.

10. The Occupant shall not canvass, peddle or solicit funds in the Terminal.

11. No animals or pets of any kind whatsoever shall be brought into or kept in the Occupant's space or other part of the Terminal.

12. During such days and hours as the Terminal may not be fully open for business such as Sundays, Saturdays, holidays, late hours of the night and early hours of the morning, the Occupant shall, when entering or leaving the Terminal, if requested by a Port Authority representative, exhibit such authorization or means of identification as may from time to time be prescribed by the Port Authority or as may meet with the approval of such representative.

13. The Occupant shall not directly request any Port Authority employee to do any work or perform any service for it, but shall make all such requests to the Office of the Superintendent of the Terminal.

14. All obligations under these Rules and Regulations shall apply not only to the Occupant, but also to the Occupant's officers, members, employees, agents, representatives, contractors, customers, guests, invitees and others doing business with it and the Occupant shall require and be responsible for compliance herewith by all such persons.

15. As used in these Rules and Regulations, the following terms shall have the respective meanings given below:

(a) "Occupant" shall mean a lessee, permittee or licensee of the Port Authority at the Terminal.

(b) "Space" shall mean any area in the Terminal which an Occupant, as herein defined, has the right or privilege to use or occupy exclusively pursuant to a lease, permit, license or permission from the Port Authority.

(c) "Superintendent of the Terminal" shall mean the person or persons from time to time designated by the Port Authority to exercise the powers and functions vested in the said Superintendent pursuant to these Rules and Regulations; but until further notice from the Port Authority, it shall mean the Superintendent (or the Acting Superintendent) of the Terminal for the time being or his duly designated representative or representatives.

BTG

STATE OF NEW YORK }
COUNTY OF NEW YORK } ss.

On the 17th day of May, 1962, before me personally came S. SLOAN COLT to me known, who, being by me duly sworn, did depose and say that he resides

that he is the Chairman of the Board of The Port of New York Authority, one of the corporations described in and which executed the foregoing instrument; that he knows the seal of the said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed by order of the Board of Commissioners of the said corporation; and that he signed his name thereto by like order.

Mildred B. Bruno
(notarial seal and stamp)
MILDRED B. BRUNO
NOTARY PUBLIC, State of New York
No. 30-5497825
Qualified in Nassau County
Cert. filed in New York County
Commission Expires March 30, 1964

STATE OF NEW YORK }
COUNTY OF NEW YORK } ss.

On the 17th day of May, 1962, before me personally came M. C. Frailey to me known, who, being by me duly sworn, did depose and say that he resides at

that he is the President of The Greyhound Corporation, one of the corporations described in and which executed the foregoing instrument; that he knows the seal of the said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of the said corporation; and that he signed his name thereto by like order.

Mildred B. Bruno
(notarial seal and stamp)
MILDRED B. BRUNO
NOTARY PUBLIC, State of New York
No. 30-5497825
Qualified in Nassau County
Cert. filed in New York County
Commission Expires March 30, 1964

50

Ticket area

BTO 9150 Lease No. BT-G-3

THE PORT OF NEW YORK AUTHORITY
BUS TERMINAL

AGREEMENT OF LEASE

between

THE PORT OF NEW YORK AUTHORITY

and

THE GREYHOUND CORPORATION

Dated March 16 1962

50

BTO-9250

Lease No. BT-G-3

THIS AGREEMENT, made as of the sixteenth day of March, 1962, by and between THE PORT OF NEW YORK AUTHORITY (hereinafter called the "Port Authority"), a body corporate and politic, created by Compact between the States of New Jersey and New York, with the consent of the Congress of the United States of America, and having an office at 111 Eighth Avenue, in the Borough of Manhattan, City, County and State of New York, and

THE GREYHOUND CORPORATION

(hereinafter called the "Lessee"), a corporation organized and existing under the laws of the State of Delaware, with an office and place of business at 140 South Dearborn Street, Chicago 3, Illinois,

whose representative is the President of Eastern Greyhound Lines Division of the Greyhound Corporation, 1400 West Third Street, Cleveland 13, Ohio

WITNESSETH THAT:

The Port Authority and the Lessee, for and in consideration of the rents, covenants and agreements hereinafter contained, mutually covenant and agree as follows:

SECTION 1. *Letting*

63 The Port Authority hereby lets to the Lessee and the Lessee hereby hires and takes from the Port Authority, at the Port Authority Bus Terminal, in the Borough of Manhattan, City, County and State of New York, the space(~~s~~) as shown in diagonal hatching on the sketch(~~s~~) annexed hereto, made a part hereof and marked "Exhibit A",

together with the fixtures, improvements and other property of the Port Authority located therein or thereon, said space(s), fixtures, improvements and other property of the Port Authority being hereinafter collectively referred to as the "premises".

SECTION 2. *Term*

The term of the letting under this Agreement shall commence on April 1, 1963 and shall, unless sooner terminated, or unless extended, expire on March 31, 1983.

SECTION 3. *Rights of User by the Lessee*

The Lessee shall use the premises for the following purposes only and for no other purpose whatsoever;

as set forth in Section 37.

SECTION 4. *Basic Rental*

66 (a) The Lessee agrees to pay to the Port Authority a basic rental for the premises at the rate of Forty-five Thousand Seven Hundred Fifty Dollars and No Cents ($45,750.00) per annum, payable monthly in advance in equal installments ~~of~~ subject to adjustment to the actual square footage of ~~[illegible]~~ the premises on the commencement date, applying the 1953 Real Estate Board of New York formula for store space and an annual rate of $25 per square foot.

be or be construed to be an eviction of the Lessee or a breach of this Agreement. In the event that the Lessee has received a notice hereunder it shall deliver all or any such portion of the premises so required in the same condition as that required hereunder for the delivery of the premises on the cessation of the letting. In the event of the taking or delivery of all the premises, this Agreement and the letting hereunder shall on the day of such taking or delivery cease and expire as if that day were the date originally stated herein for the expiration of this Agreement; and, in the event of the taking or delivery of any portion of the premises, then, from and after such taking or delivery, such portion of the premises shall cease to be a part of the premises hereunder and there shall be an abatement of rental as hereinafter provided in Section 18.

(e) The Lessee, before closing and leaving the premises at any time for any period, shall close all windows therein and turn off all water taps.

(f) If the Port Authority deems it advisable for security reasons, the Lessee shall provide and its employees shall wear or carry badges or other suitable means of identification which shall be subject to the prior written approval of the Superintendent of the Terminal.

SECTION 8. *Prohibited Acts*

The Lessee shall not: (a) commit any nuisance on the premises, or do or permit to be done anything which may result in the creation or commission of a nuisance on the premises; (b) cause or permit to be caused or produced upon the premises, to permeate the same or to emanate therefrom, any unusual, noxious or objectionable smokes, gases, vapors, or odors; (c) use the premises for lodgings or sleeping purposes or for any immoral purposes; (d) install or use any radio or television set, air conditioning unit or equipment, refrigerator, heating or cooking apparatus in the premises except with the prior written approval of the Port Authority; (e) install window shades or venetian blinds on the windows of the premises unless and until the type and color of same shall have been previously approved in writing by the Port Authority; (f) do or permit to be done anything which may interfere with the effectiveness or accessibility of existing and future utilities systems or portions thereof on the premises or elsewhere at the Terminal, including therein without limitation thereto systems for the supply of heat, water hot and cold, gas, electricity and fuel and for the furnishing of fire-alarm, fire-protection, sprinkler, sewerage, drainage, air-conditioning, telephone, telegraph, tele-register, pneumatic-tube dispatch and inter-communications services, including lines, pipes, mains, wires, conduits and equipment connected with or appurtenant to all such systems, nor do or permit to be done anything which may interfere with free access and passage in the premises, elsewhere in the Terminal or in the streets and sidewalks adjacent to the Terminal; (g) do or permit to be done anything which may interfere with the effectiveness or accessibility of elevators or escalators at the Terminal, including lines, pipes, wires, conduits and equipment connected with or appurtenant thereto; (h) overload any floor in the premises; (i) place any furniture, machine or equipment over any expansion or contraction joint unless one end of such furniture, machine or equipment is free to permit expansion or contraction; (j) place any additional lock of any kind upon any window or interior or exterior door in the premises unless a key therefor is delivered to the Port Authority, nor make any change in any existing door or window lock or the mechanism thereof, except with the prior written approval of the Port Authority, and upon the expiration or sooner termination of the letting hereof, the Lessee shall surrender to the Port Authority any and all keys to interior and exterior doors on the premises, whether said keys were furnished to or were otherwise procured by the Lessee, and in the event of the loss of any keys furnished by the Port Authority to the Lessee, the Lessee shall pay to the Port Authority the cost of replacement thereof; (k) do or permit to be done any act or thing upon the premises which will invalidate or conflict with any insurance policies covering the premises or any part thereof, or the Terminal, or any part thereof, or which, in the opinion of the Port Authority, may constitute an extra-hazardous condition, so as to increase the risks normally attendant upon the operations contemplated by Section 3 hereof, and the Lessee shall promptly observe, comply with and execute the provisions of any and all present and future rules and regulations, requirements, orders and directions of the New York Board of Fire Underwriters, the New York Fire Insurance Exchange, or of any other board or organization exercising or which may exercise similar functions, which may pertain or apply to the operations of the Lessee on the premises, and the Lessee shall, subject to and in accordance with the provisions of Section 11 hereof, make any and all non-structural improvements, alterations or repairs of the premises that may be required at any time hereafter by any such present or future rule, regulation, requirement, order

(g) The parties do hereby stipulate that neither the provisions of Section 227 of the Real Property Law of the State of New York nor those of any other similar statute shall extend or apply to this Agreement.

(h) In the event of a partial or total destruction of the premises, the Lessee shall immediately remove any and all of its property and/or debris from the premises or the portion thereof destroyed and if the Lessee does not promptly so remove, the Port Authority may remove such property to a public warehouse for deposit or retain the same in its own possession and sell the same at public auction, the proceeds of which shall be applied first to the expenses of removal, storage and sale, second to any sums owed by the Lessee to the Port Authority, with any balance remaining to be paid to the Lessee; if the expenses of such removal, storage and sale shall exceed the proceeds of sale, the Lessee shall pay such excess to the Port Authority upon demand.

SECTION 10. *Indemnity*

The Lessee shall indemnify and hold harmless the Port Authority, its Commissioners, officers, agents and employees from all claims and demands of third persons including but not limited to those for death, for personal injuries, or for property damages, arising out of the use or occupancy of the premises by the Lessee or out of any of the acts or omissions of the Lessee, its officers, members, employees, agents, representatives, contractors, customers, guests, invitees and other persons doing business with it where such acts or omissions are on the premises or arising out of any acts or omissions of the Lessee, its officers, members, employees, agents and representatives where such acts or omissions are elsewhere at the Terminal.

SECTION 11. *Construction by the Lessee*

The Lessee shall not erect any structures, make any changes, alterations, improvements or do any other construction work on or to the premises, or install any fixtures in or on the premises (other than trade fixtures, removable without injury to the freehold) without the prior written approval of the Port Authority, and in the event any construction, improvement, alteration, modification, addition, repair or replacement is made without such approval, then upon reasonable notice so to do, the Lessee will remove the same, or, at the option of the Port Authority, cause the same to be changed to the satisfaction of the Port Authority. In case of any failure on the part of the Lessee to comply with such notice, the Port Authority may effect the removal or change and the Lessee shall pay the cost thereof to the Port Authority on demand.

SECTION 12. *Signs*

~~(a) Except with the prior written approval of the Port Authority, the Lessee shall not erect, maintain or display any signs or any advertising at or on the exterior parts of the premises or in the premises so as to be visible through the windows or exterior doors thereof.~~

(b) Upon the expiration or termination of the letting, the Lessee shall remove, obliterate or paint out, as the Port Authority may direct, any and all signs and advertising on the premises or elsewhere at the Terminal if pertaining to the Lessee, and in connection therewith shall restore the premises and the Terminal to the same condition as at the commencement of the letting. In the event that there is a failure by the Lessee so to remove, obliterate or paint out each and every sign or advertising and so to restore the premises and the Terminal, the Port Authority may, at its option, perform the necessary work at the expense of the Lessee, and the charge therefor shall be paid by the Lessee to the Port Authority on demand.

SECTION 13. *Services*

(a) The Port Authority shall, without additional charge, furnish heat, to an even and comfortable working temperature, during the months of October to April inclusive, to the Lessee in the premises, ~~during usual working hours on days other than Sundays and legal holidays (as fixed by the laws of the State of New York).~~

(b) The Port Authority shall, without additional charge, furnish non-exclusive toilet and washroom facilities for the employees of the Lessee.

~~(c) The Port Authority shall, without additional charge, daily (but not on Saturdays, Sundays and legal holidays (as fixed by the laws of the State of New York)) dust and clean the premises and empty waste paper baskets therein and shall also, without additional charge, periodically clean the windows of the premises but such window cleaning need not be more frequent than once a month.~~

(d) The Port Authority agrees to sell, furnish and supply to the Lessee in the premises and the Lessee agrees to take and pay the Port Authority for electricity, in reasonable quantities, for illumination (all bulbs to be supplied and installed by the Lessee) and power; said electricity to be 60 cycle, alternating current at 120 volts, to be paid for by the Lessee according to either (at the option of the Port Authority exercisable at any time and from time to time) of the following methods:

(1) to be metered by the Port Authority and to be paid for by the Lessee at the rates which

including all interest, costs damages and penalties, and the same may be added to any installment of rent thereafter due hereunder, and each and every part of the same shall be and become additional rent, recoverable by the Port Authority in the same manner and with like remedies as if it were originally a part of the basic rental as set forth in Section 4 hereof.

(b) For all purposes under this Section, and in any suit, action or proceeding of any kind between the parties hereto, any receipt showing any payment of sum or sums by the Port Authority for any work done or material furnished shall be *prima facie* evidence against the Lessee that the amount of such payment was necessary and reasonable. Should the Port Authority elect to use its own operating and maintenance staff in making any repairs, replacements, and/or alterations and to charge the Lessee with the cost of same, any time sheet of any employee of the Port Authority showing hours of labor or work allocated to any such repair, replacement and/or alteration, or any stock requisition of the Port Authority showing the issuance of materials for use in the performance thereof, shall likewise be *prima facie* evidence against the Lessee that the amount of such charge was necessary and reasonable.

SECTION 16. *Rights of Entry Reserved*

(a) The Port Authority, by its officers, employees, agents, representatives and contractors shall have the right at all reasonable times to enter upon the premises for the purpose of inspecting the same, for observing the performance by the Lessee of its obligations under this Agreement, and for the doing of any act or thing which the Port Authority may be obligated or have the right to do under this Agreement or otherwise.

(b) Without limiting the generality of the foregoing, the Port Authority, by its officers, employees, representatives, and contractors, shall have the right, for the benefit of the Lessee or for the benefit of others at the Terminal, to maintain existing and future utilities systems or portions thereof on the premises, including therein without limitation thereto systems for the supply of heat, water hot and cold, gas, electricity and fuel and for the furnishing of fire-alarm, fire-protection, sprinkler, sewerage, drainage, air-conditioning, telephone, telegraph, tele-register, pneumatic-tube dispatch and intercommunications services, and to maintain elevator and escalator systems, including lines, pipes, mains, wires, conduits and equipment connected with or appurtenant to all such systems, and to enter upon the premises at all reasonable times to make such repairs, alterations and replacements as may, in the opinion of the Port Authority, be deemed necessary or advisable and, from time to time to construct or install over, in, under or through the premises new lines, pipes, mains, wires, conduits and equipment; and to use the premises for access to other portions of the Terminal not otherwise conveniently accessible; *provided, however*, that such repair, alteration, replacement construction or access shall not unreasonably interfere with the use of the premises by the Lessee

(c) Nothing in this Section shall or shall be construed to impose upon the Port Authority any obligation so to construct or maintain or to make repairs, replacements, alterations or additions, or shall create any liability for any failure so to do

(d) At any time and from time to time during ordinary business hours within the six (6) months next preceding the expiration of the letting, the Port Authority, by its agents and employees, whether or not accompanied by prospective lessees, occupiers or users of the premises, shall have the right to enter thereon for the purpose of exhibiting and viewing all parts of the same and during such six-month period the Port Authority may place and maintain on the premises, the usual "To Let" signs, which signs the Lessee shall permit to remain without molestation.

(e) If, during the last month of the letting, the Lessee shall have removed all or substantially all the Lessee's property from the premises, the Port Authority may immediately enter and alter, renovate and redecorate the premises.

(f) No abatement of rental shall be claimed by or allowed to the Lessee by reason of the exercise of any or all of the foregoing rights by the Port Authority or others.

SECTION 17. *Condemnation*

(a) In any action or proceeding instituted by any governmental agency or agencies for the taking for a public use of any interest in all or any part of the premises, the Lessee shall not be entitled to assert any claim to any award or part thereof made or to be made

(2) By order or decree of a court the Lessee shall be adjudged bankrupt or an order shall be made approving a petition filed by any of the creditors or, if the Lessee is a corporation, by any of the stockholders of the Lessee, seeking its reorganization or the readjustment of its indebtedness under the federal bankruptcy laws or under any law or statute of the United States or of any State thereof; or

(3) A petition under any part of the federal bankruptcy laws or an action under any present or future insolvency law or statute shall be filed against the Lessee and shall not be dismissed within ~~thirty (30)~~ days after the filing thereof; or

(4) The letting hereunder or the interest or estate of the Lessee under this Agreement shall be transferred to, pass to or devolve upon, by operation of law or otherwise, any other person, firm or corporation; or

(5) The Lessee, if a corporation, shall, without the prior written approval of the Port Authority, become a possessor or merged corporation in a merger, a constituent corporation in a consolidation, or a corporation in dissolution; or

(6) The Lessee is, or the Lessees collectively are doing business as, or constitute a copartnership, and the said copartnership shall be dissolved as the result of any act or omission of its copartners or any of them, or by operation of law or the order or decree of any court having jurisdiction, or for any other reason whatsoever; or

(7) By or pursuant to, or under authority of any legislative act, resolution or rule, or any order or decree of any court or governmental board, agency or officer having jurisdiction, a receiver, trustee, or liquidator shall take possession or control of all or substantially all the property of the Lessee, and such possession or control shall continue in effect for a period of ~~fifteen (15)~~ days; or

(8) Any lien is filed against the premises because of any act or omission of the Lessee and is not removed within ten (10) days; or

(9) The Lessee shall voluntarily abandon, desert, vacate or discontinue its operations in the premises; or

(10) The Lessee shall fail duly and punctually to pay the rentals or to make any other payment required hereunder when due to the Port Authority; or

(11) The Lessee shall fail to keep, perform and observe each and every other promise, covenant and agreement set forth in this Agreement on its part to be kept, performed, or observed, within ~~ten (10)~~ days after receipt of notice of default thereunder from the Port Authority (except where fulfillment of its obligation requires activity over a period of time, and the Lessee shall have commenced to perform whatever may be required for fulfillment within ten (10) days after receipt of notice and continues such performance without interruption except for causes beyond its control);

then upon the occurrence of any such event or at any time thereafter during the continuance thereof, the Port Authority may by ~~five (5)~~ days' notice terminate the letting, such termination to be effective upon the date specified in such notice. Such right of termination and the exercise thereof shall be and operate as a conditional limitation.

(b) If any of the events enumerated in paragraph (a) of this Section shall occur prior to the letting, the Lessee shall not be entitled to enter into possession of the premises and the Port Authority upon the occurrence of any such event or at any time thereafter during the continuance thereof by twenty-four (24) hours' notice may cancel the interest of the Lessee under this Agreement, such cancellation to be effective upon the date specified in such notice.

(c) No acceptance by the Port Authority of rentals, fees, charges or other payments in whole or in part for any period or periods after a default of any of the terms, covenants and conditions to be performed, kept or observed by the Lessee shall be deemed a waiver of any right on the part of the Port Authority to terminate the letting.

(d) No waiver by the Port Authority of any default on the part of the Lessee in performance of any of the terms, covenants or conditions hereof to be performed, kept or observed by the Lessee shall be or be construed to be a waiver by the Port Authority of any other or subsequent default in performance of any of the said terms, covenants and conditions.

SECTION 26. *Surrender*

(a) The Lessee covenants and agrees to yield and deliver peaceably to the Port Authority possession of the premises on the date of the cessation of the letting, whether such cessation be by termination, expiration or otherwise, promptly and in good condition, reasonable wear excepted.

(b) The Lessee shall have the right at any time during the letting to remove its equipment, inventories, removable fixtures and other personal property from the premises. If the Lessee shall fail to remove its property on or before the termination or expiration of the letting, the Port Authority may remove such property to a public warehouse for deposit or retain the same in its own possession, and sell the same at public auction, the proceeds of which shall be applied first to the expenses of removal, storage and sale, second to any sums owed by the Lessee to the Port Authority, with any balance remaining to be paid to the Lessee; if the expenses of such removal, storage and sale shall exceed the proceeds of sale, the Lessee shall pay such excess to the Port Authority upon demand.

SECTION 27. *Acceptance of Surrender of Lease*

No agreement of surrender or to accept a surrender shall be valid unless and until the same shall have been reduced to writing and signed by the duly authorized representatives of the Port Authority and of the Lessee. Except as expressly provided in this Section, neither the doing of, nor any omission to do, any act or thing, by any of the officers, agents or employees of the Port Authority, shall be deemed an acceptance of a surrender of the letting or of this Agreement.

SECTION 28. *Brokerage*

The Lessee represents and warrants that no broker has been concerned in the negotiation of this Agreement and that there is no broker who is or may be entitled to be paid a commission in connection therewith. The Lessee shall indemnify and save harmless the Port Authority of and from any claim for commission or brokerage made by any and all persons, firms or corporations whatsoever for services in connection with the negotiation and execution of this Agreement.

SECTION 29. *Limitation of Rights and Privileges Granted*

No greater rights or privileges with respect to the use of the premises or any part thereof or with respect to the Terminal are granted or intended to be granted to the Lessee by this Agreement, or by any provision thereof, than the rights and privileges expressly granted hereby.

SECTION 30. *Notices*

All notices, requests, consents and approvals required to be given to or by either party shall be in writing, and all such notices and requests shall be personally delivered to the duly designated officer or representative of such party or delivered to the office of such officer or representative during regular business hours, or forwarded to him or to the party at such address by registered mail. The Lessee shall designate an office within the Port of New York District and an officer or representative whose regular place of business is at such office. Until further notice, the Port Authority hereby designates its Executive Director, and the Lessee designates the person named as representative on the first page hereof as their respective officers or representatives upon whom notices and requests may be served, and the Port Authority designates its office at 111 Eighth Avenue, New York 11, New York, and the Lessee designates its office at its address stated on the first page hereof, as their respective offices where notices and requests may be served.

SECTION 31. *Place of Payments*

All payments required of the Lessee by this Agreement shall be made at the office of the Treasurer of the Port Authority, 111 Eighth Avenue, New York 11, New York, or to such other officer or address as may be substituted therefor.

SECTION 32. *Quiet Enjoyment*

The Port Authority covenants and agrees that as long as it remains the owner of the Terminal, the Lessee, upon paying all rentals hereunder and performing all the covenants, conditions and provisions of this Agreement on its part to be performed, shall and may peaceably and quietly have, hold and enjoy the premises free of any act or acts of the Port

SECTION 37. Rights of User by the Lessee

The Lessee shall use the premises for the following purposes only and for no other purpose whatsoever: the sale of tickets for the transportation of passengers on bus lines operated by the Lessee (and connecting carriers); provided that the sale of tickets for transportation wholly on buses operated by others than the Lessee, whether or not connecting carriers, shall be subject to the prior and continuing approval of the Port Authority; the booking of reservations for travel accommodations; the sale of travel insurance; the providing of information; and the operation of an administrative and business office in connection with the said activities. In addition, if at any time between 7 o'clock P.M. and 7 o'clock A.M. the day following, the travel bureau operated by the Lessee under the provisions of a certain agreement of lease made between the Port Authority and the Lessee as of March 15, 1962 and bearing the Port Authority Number BT-G-2 is not open for business, the Lessee may use the premises hereunder for the purposes set forth in Section 3 - Rights of User by the Lessee, of that agreement, as such Section may be amended. All monies paid or payable to the Lessee on account of use of the premises hereunder (or of any portion of the premises) as a substitute for the travel bureau in accordance with the foregoing shall be included in the gross receipts of the Lessee under the said Agreement No. BT-G-2, for all purposes under that agreement, and as defined therein.

SECTION 38. Prior Entry for Construction

Not sooner than September 5, 1962, the Lessee may enter upon and occupy the premises, for the purpose only of preparing them for its occupancy under this Agreement, including performing the work of construction and installation of equipment. Such entry upon and use of the premises, and all work of construction and installation, shall be under and in accordance with all the terms, provisions, covenants and conditions of this Agreement except for the provisions regarding the payment of rental and the purposes of the letting, and under all the terms and provisions of an alteration permit or permits to be entered into between the Port Authority and the Lessee prior to the commencement of any work whatsoever. No work shall be done until approval thereof on behalf of the Port Authority shall have been secured. If completion of the work of construction and installation is delayed beyond April 1, 1963 by causes beyond the Lessee's control, including any labor trouble, the commencement date of the letting and the commencement of rental shall be postponed if the Lessee has diligently performed and shall continue diligently to perform the work; but notwithstanding any delay in completion from any cause whatsoever, the letting and the rental shall commence in any event no later than October 1, 1963.

SECTION 39. Reimbursement for Construction and Installation

(a) In the event the Lessee has performed in the premises work of construction and installation of equipment in accordance with Section 38 above, and in the event the letting hereunder is cancelled pursuant to the provisions of Section 17 or terminated pursuant to the provisions of Section 7(d) of this Agreement, the Port Authority shall pay the Lessee a pro rata share of the Lessee's cost of construction and installation, to be ascertained as follows: to the extent permitted by sound accounting practice, the sum of the following items of cost incurred by the Lessee for equipment and fixtures and the installation thereof and for the making of such improvements as are necessary to initially equip and improve the premises for the Lessee's operations hereunder, and to the extent that such sum does not exceed One Hundred Thousand Dollars and No Cents ($100,000.00), shall constitute the cost to be paid to the Lessee and shall constitute the cost as the same is hereinafter used:

(1) Direct labor and material costs;

(2) Contract costs for purchases and installation excluding those of the types mentioned in the following subdivision (3); and

(3) Engineering, architectural, planning, designing, financing, interest, insurance, and other overhead or carrying charges which are due for a period ending not later than the date of completion of installation of any such initial equipment, fixtures or improvements for which they are incurred, and not to exceed 20% of the total of the amounts covered by subdivisions (1) and (2) above.

(b) A statement of the cost detailing all the foregoing, including copies of invoices and contracts and certified by a responsible officer of the Lessee shall be delivered by the Lessee to the Port Authority not later than ninety (90) days after the complete supplying and installing of all such initial fixtures or equipment and the making of all such initial improvements, and the Lessee shall permit the Port Authority, by its agents, employees and representatives, at all reasonable times prior to a final settlement or determination of cost, to examine and audit the records and books of the Lessee which pertain to the cost; the Lessee agrees to keep such records and books of account during such time either within the Port of New York District or at the office of its representative stated on the first page of this Agreement; provided, however, that if the records and books of account are kept in Cleveland then the Lessee shall produce the same within the Port of New York District for examination by the Port Authority at any time and from time to time on notice from the Port Authority.

(c) The proration of cost shall be ascertained by multiplying the cost by a fraction, the numerator of which shall be the number of whole calendar months in the term of the letting as originally set forth subsequent to the effective date of termination, and the denominator of which shall be the total number of months in the term of the letting as originally set forth.

(d) Notwithstanding any other provision of this Section, in ascertaining the amount that the Port Authority shall be obligated to pay to the Lessee hereunder, the cost computed as heretofore stated shall be diminished by the amount that any part of the components of cost as stated in subdivisions (1), (2) and (3) of (a) above is burdened by liens, mortgages, other encumbrances or conditional bills of sale on such equipment, fixtures and improvements and by any other amounts whatsoever due under this Agreement from the Lessee to the Port Authority. In no event whatsoever shall cost include any expenses, outlays or charges whatsoever by or for the account of the Lessee for or in connection with any equipment or fixtures or the making of any improvements mentioned, unless said equipment, fixtures and improvements are actually and completely installed in or made to the premises.

(e) On the payment by the Port Authority of the prorated cost, all fixtures, equipment and improvements including replacements furnished by the Lessee in the premises, and all interest of the Lessee therein which have not already become the property of the Port Authority, shall be and become the property of the Port Authority and the Lessee shall execute any and all instruments necessary to transfer title and any such interest, provided, however, that the Port Authority may by notice relinquish its right to any such fixtures, equipment or improvements and in such case the provisions of Section 26 of this Agreement shall apply thereto.

SECTION 40. Operations of the Lessee

The premises are bordered on portions of three sides by areas presently used as public or semi-public corriders or means of access. The Lessee shall conduct no activity on the premises which will impede or tend to impede the flow of passenger traffic in the said areas. In addition, the Lessee shall provide sufficient trained personnel at all ticket counters so that queues forming thereat shall be as short as possible. In the event the Port Authority determines that such queues are longer than reasonable, the Lessee shall provide additional personnel. All personnel provided by the Lessee at such counters shall at all times present a neat appearance. The Lessee may keep the doors to the premises open at any time, provided, however, that the Lessee shall not permit any queue to form which extends outside the premises, but the Lessee shall not be responsible if prospective passengers refuse to abide by the Lessee's directions to abandon such exterior queue or queues.

SECTION 41. Amendments

Prior to the execution of this Agreement by either the Port Authority or the Lessee, the following changes were made in the Agreement, which it shall not be necessary physically to indicate:

(a) The final sentence of Section 6 was deleted and the following sentences were substituted in lieu thereof:

"The Port Authority agrees that except in cases of emergency it shall give notice to the Lessee of every rule or regulation hereafter adopted by it, at least ten (10) days, exclusive of Saturdays, Sundays and holidays, before the Lessee shall be required to comply therewith. The Lessee shall have the right to present its comments and objections with regard to any such rule or regulation hereafter adopted, in writing to the Port Authority. The Lessee shall use its best efforts to require its passengers, guests, invitees and others doing business with it to observe and comply with the said rules and regulations, as supplemented and amended."

(b) The word "reasonably" shall be deemed to have been inserted in the final clause of paragraph (b) of Section 7, between the word "steps" and the word "necessary".

(c) The following sentence is hereby added to paragraph (d) of the said Section 7:

"If, however, the taking or delivery of a portion only of the premises is of such a character or extent as to make the remainder of the premises unusable by the Lessee, then, if the Port Authority shall not make a suitable substitution of other premises, or shall be unable so to do, the Lessee shall have the right by notice to the Port Authority, to terminate the letting under this Agreement, as if the effective date of termination were the date originally stated herein for the expiration of the letting under this Agreement, and shall have the right further by such notice to terminate the License Agreement (defined in Section 46 of this Agreement) such termination to be effective as if the effective date of termination were the date of expiration of the License Agreement as originally set forth therein. No right of termination hereunder may be exercised by the Lessee more than thirty (30) days after the taking or delivery."

(d) Paragraph (f) of Section 9 was deleted and the following was substituted in lieu thereof:

"(f) In the event that the premises are damaged at any time subsequent to the execution of this Agreement, without fault on the part of the Lessee or of any other for whose acts or omissions the Lessee is responsible under paragraph (b) of this Section 9, so as to render the premises

unusable in whole or in part, then the Port Authority shall repair or rebuild the premises with due diligence; but if any portion of the Terminal other than the premises is so damaged, together with any part of the premises, then the Port Authority shall have an option either to proceed with due diligence to make the necessary repairs and to do the necessary rebuilding or to terminate the letting under this Agreement; its election under this option shall be communicated to the Lessee within sixty (60) days after the date of such damage; if more than half the usable area of the premises has been destroyed, and the Port Authority elects to repair or rebuild, and states that the repair or rebuilding will require more than nine (9) months' time, then the Lessee shall have an option to terminate the letting under this Agreement by notice given within fifteen (15) days after notice of the Port Authority's election. The rental hereunder shall be abated as provided in Section 18 for the period from the occurrence of the damage to the completion of repairs and rebuilding or to the effective date of termination, as the case may require."

(e) Paragraph (a) of Section 12 of this Agreement was deleted and the following was substituted in lieu thereof:

"(a) Except as required by law or governmental regulation and except with the consent of the Port Authority, the Lessee shall not erect, maintain or display any signs or any advertising at or on the exterior parts of the premises or in the premises so as to be visible through the windows or exterior doors thereof."

(f) The following were deleted from Section 13 of this Agreement: The phrase "during usual working hours on days other than Sundays and legal holidays (as fixed by the laws of the State of New York)", appearing in paragraph (a); paragraph (c) in its entirety; the word "or" appearing at the end of subparagraph (1) of subparagraph (d), and the whole of subparagraph (2) of the said paragraph (d).

(g) The sentences added by paragraph (c) of this Section to paragraph (d) of Section 7 of this Agreement shall be deemed to have been added also to paragraph (c) of Section 17 of this Agreement.

(h) A merger or consolidation shall not be a default under subparagraph (5) of paragraph (a) of Section 20 of this Agreement if it does not diminish the net worth of the Lessee by more than ten percent (10%).

(i) The word and figure "thirty (30)" appearing in subparagraph (3) of paragraph (a) of the said Section 20 were deleted and the word and figure "sixty (60)" were substituted in lieu thereof; the word and figure "fifteen (15)" appearing in subparagraph (7) of the said paragraph (a) were deleted and the word and figure "thirty (30)" were substituted in lieu thereof; the word and figure "ten (10)" appearing in the third line of subparagraph (11) of the said paragraph (a) were deleted and the word and figure "twenty (20)" were substituted in lieu thereof; and the word and figure "five (5)" appearing in the last part of the said paragraph (a) were deleted and the word and figure "thirty (30)" were substituted in lieu thereof.

SECTION 42. Labor Troubles

(a) The Lessee shall immediately give oral notice to the Port Authority (to be followed by written notices and reports) of any and all impending or existing labor complaints, troubles, disputes or controversies involving the Lessee's employees and likely to affect the operation of the Terminal or the operations of others thereat, and shall continually report to the Port Authority the progress of such and the progress of the resolution thereof.

(b) The Port Authority shall have the right, upon notice to the Lessee, to suspend the provisions of this Agreement under which the Lessee is granted the right to use the premises, in either of the following events:

(1) If the Lessee, 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 any labor trouble at the Terminal involving employees of the Port Authority or those of any other person operating at the Terminal other than the Lessee's own employees and which interferes with the operation of the Terminal, other than the Lessee's own operations, or with the operations of others at the Terminal, and if the Lessee, upon notice from the Port Authority, shall not within twelve (12) hours withdraw from the Terminal any such person or persons and any such equipment or materials specified in the notice, or rectify any such condition; or

(2) If any labor trouble of or directed against the Lessee adversely affects the operation of the Terminal by the Port Authority or the operations of others thereat, whether or not the same is due to the fault of the Lessee, and notwithstanding that the Port Authority may or may not have issued directions in connection with the same.

SECTION 43. Adjustments

All rental rates, fees and charges under this Agreement shall be adjusted as set forth in a schedule hereto attched, hereby made a part hereof and marked "Exhibit J"; provided, however, that no rentals, fees or charges computed through application of the said schedule shall become effective if they would be lower than the same rentals, fees, and charges as originally set forth in this Agreement.

SECTION 44. Postponement

(a) The Port Authority shall use due diligence in making the premises vacant and available on the commencement date of the letting under this Agreement. However, if the Terminal or the premises shall not be ready for use by the Lessee at such

date, by reason of the fact that the user thereof has not removed therefrom, or that it has not been feasible for the Port Authority to relocate such user, or by reason of any cause or condition beyond the control of the Port Authority, the Port Authority shall not be subject to any liability for the failure to make the premises available on the said date.

(b) If prior to the commencement date of the letting, the Port Authority believes that the premises will not be available on such date, the Port Authority will so notify the Lessee, such notification to be a notice of six (6) months, if feasible, or a notice of lesser duration dependent on facts then known to the Port Authority. If the factual situation on which the Port Authority has premised a notice changes, subsequent notice or notices may be given subject to the requirements of this Section. However, if the premises are not made available for use by the Lessee on or before a date six (6) months after the commencement date of the letting as set forth in this Agreement, then this Agreement shall be deemed cancelled, except that each party shall and does hereby release the other party of and from any and all claims or demands based on this Agreement or on a breach or alleged breach thereof. Unless sooner terminated, the expiration date of the letting shall be postponed from the expiration date stated in this Agreement for the same period that the commencement date of the letting shall be postponed hereunder, if at all.

SECTION 45. Administrative Recourse

(a) The parties agree that their contractual relationship shall be governed and determined by all the terms, conditions and provisions of this Agreement. However, in view of the substantial duration and the comprehensiveness of the Agreement, it may be anticipated that from time to time the Lessee will deem some action or proposed action of the Port Authority thereunder to be unwarranted or improper. To the end that the Lessee may have an opportunity to present its views and arguments with reference to any such action, on all administrative levels of the Port Authority, the following procedure is formulated and agreed upon: as soon as any matter is brought to the attention of or known to any management personnel of the Lessee (including its terminal manager and its chief dispatcher), the Lessee's New York Regional Manager within ten days of knowledge to such personnel, may request discussion of the matter with the Manager of the Bus Terminal, who shall then discuss the matter at a time fixed by mutual agreement, but not later than ten days after the request. If the Manager of the Bus Terminal does not agree with the position of the said New York Regional Manager, then within twenty days after such initial request, the President of Eastern Greyhound Lines may request such discussion with the Director of Terminals of the Port Authority, who shall then discuss the matter at a time fixed by mutual agreement, but not later than ten days after the request from the said President. If the Director of Terminals

of the Port Authority does not agree with the position of the said President, the President of The Greyhound Corporation may request such discussion with the Executive Director of the Port Authority, at a time fixed by mutual agreement, but not later than ten days after the request. In the absence of other agreement, no such discussion by the President and Executive Director shall extend beyond two weeks.

(b) The Port Authority will not take action under subparagraph (11) of paragraph (a) of Section 20 of this Agreement during the pendency of the above discussions.

(c) If any of the official positions referred to above shall be abolished or its duties substantially changed, the substitute position having substantially the same duties shall be deemed to have been referred to herein, or, if any of the said positions shall be vacant, the person performing substantially the same duties shall be deemed to be the incumbent of the said position, provided, however, that the discussions referred to shall be held by the incumbents of the positions named unless such incumbents are out of the United States.

SECTION 46. Special Termination Rights

(a) The Port Authority and the Lessee, contemporaneously with the making of this Agreement, but as of March 14, 1962, have entered into an agreement under which the Lessee, as the Carrier thereunder, is licensed to operate buses to and from the Terminal, hereinafter called "the License Agreement". In the event the Port Authority shall terminate the License Agreement under Section 16 thereof, the Port Authority shall have the right to terminate the letting under this Agreement by ten (10) days' notice, and the same shall be considered to be a termination under Section 20 of this Agreement. In the event the Lessee shall terminate the License Agreement under Section 18 thereof, the Lessee shall have the right to terminate the letting under this Agreement.

(b) In the event of termination of the License Agreement under Sections 12, 13 or 20 thereof, relating to casualty, labor troubles and condemnation, the Port Authority and the Lessee shall each have the right to terminate the letting under this Agreement by ten (10) days' notice to the other, such termination to be effective as if the effective date thereof were the date of expiration of the letting hereunder.

(c) In the event of cancellation of the License Agreement under Section 22 thereof, then the Port Authority and the Lessee shall each have the right to terminate the letting under this Agreement, and in such event each party shall and does hereby release the other party of and from any and all claims and demands based on this Agreement or on a breach or alleged breach thereof.

(d) No right of termination under this Section may be exercised more than thirty (30) days after the effective date of the particular termination or cancellation of the License Agreement referred to in the above subdivisions (a), (b) and (c).

SECTION 47. Fees Under License Agreement

Nothing contained in this Agreement shall alter, affect or diminish the obligation of the Lessee as the Carrier under the License Agreement, as set forth in Section 14 (a)(4) of the License Agreement, to pay to the Port Authority a monthly fee (which is subject to escalation). "Monies paid or payable" shall include such monies on account of tickets sold or issued at the premises under this Agreement as well as such monies on account of tickets sold or issued elsewhere at the Terminal or elsewhere in the Borough of Manhattan.

SECTION 48. Entire Agreement

This Agreement consists of the following: Sections numbered 1 through 48, and Exhibits A, J, and H. It constitutes the entire agreement of the Port Authority and the Lessee on the subject matter, and may not be changed, modified, discharged or extended except by written instrument duly executed on behalf of both the Port Authority and the Lessee. The Lessee agrees that no representations or warranties shall be binding upon the Port Authority unless expressed in writing in this Agreement.

IN WITNESS WHEREOF, the Port Authority and the Lessee have executed these presents the 17th day of May, 1962.

ATTEST:

Joseph Gerard
Secretary

THE PORT OF NEW YORK AUTHORITY

By S Moskowitz

(Title) CHAIRMAN

(Seal)

ATTEST:

Merrill Bumpington
Secretary

THE GREYHOUND CORPORATION

By G. C. Grailey

(Title) President

(Corporate Seal)

EXHIBIT J

FEE AND CHARGE ADJUSTMENTS

(1) (a) All fees and charges payable by the Carrier to the Port Authority under this Agreement will be increased by amounts to be determined as set forth below, based on the percentage of increase of the average hourly labor rates and costs to the Port Authority for the personnel categories hereinafter set forth, the increase being based on costs computed as of December 31, 1960. Increases of fees and charges will be effective January 1 of 1968, 1973 and 1978, being prospective for each of the five-year periods commencing on January 1, 1968 and on January 1, 1973, and for the longer period commencing January 1, 1978. The percentage of increase shall be computed on the basis of full hourly wage and salary rates and costs, and such rates and costs shall include fringe benefits as hereinafter referred to.

(b) Increases in those fees and charges which are expressed in the Agreement in sums of money shall be based on the increases of the full hourly wage and salary rates and costs computed effective December 31 of 1967, 1972 and 1977, as compared with the full hourly wage and salary rates and costs computed as of December 31, 1960. Increases in the fees and charges which are expressed in the Agreement as applications of percentages shall be based on the excess, if any, of the increases of the full hourly wage and salary rates and costs computed effective December 31 of 1967, 1972 and 1977, as compared with the full hourly wage and salary rates and costs computed as of December 31, 1960, over the percentage increase in fares, if any, in each of the same periods; such excess shall be applied to the net percentage figure (which shall be, in the case of the percentage figure set forth in Section 14(a)(4) of the License Agreement, that figure as reduced by operation of the provisions of Section 33(b) of the License Agreement) used to compute the sums receivable by the Port Authority. In computing the percentage increase in labor costs, individual increases or decreases of full hourly wage and salary rates and costs for each of the personnel categories will be computed, and the resulting percentages will be averaged to arrive at the final percentage figure. All percentages used in computation hereunder will be expressed to the nearest 1/10 of 1%, and wage and salary rates and costs will be expressed to the nearest cent.

The percentage increase in fares shall be the percentage by which the sum of the regular adult one-way fares (according to the published tariffs of The Greyhound Corporation) from New York, New York to the destination points named below in effect on December 31, 1960 is exceeded by the sum of the same fares in effect on December 31, 1967, 1972 and 1977, as the case may require: Chicago, Ill., Detroit, Mich., Miami, Fla., New Orleans, La., Norfolk, Va., St. Louis, Mo., and San Francisco, Cal.

(2) The personnel categories used in computing the full hourly wage and salary costs and expenses shall be the following: Police Officer, Lobby Information Agent I, Baggage Man I, Red Cap, Building Attendant I, Watch Engineer (air-conditioning and heating), Electrician I, Clerk I. If any of the job titles set forth above shall be changed, the new job title shall be deemed to have been substituted therefor; however, in any substitution or change the essence of the personnel category, as evidenced by the description of its duties, shall be controlling, rather than the job title, and if the functions of the job are abolished, the job title shall be eliminated from the personnel categories used. The wage and salary rates used in computations hereunder shall be the starting wage or salary for each personnel category.

(3) The fringe benefits shall include payments by the Port Authority to the New York State Employees' Retirement System, Federal Old Age Disability and Survivors' Insurance System, net premiums (i.e., premiums less dividends) for group health, major medical and life insurance programs, premiums for workmen's compensation insurance, plus any other payments made by the Port Authority for any other employee-benefit programs in existence from time to time, whether such additional programs have been instituted by the Port Authority voluntarily, by contract or pursuant to law. There shall also be included in fringe benefits any amounts paid into, reserved or set aside for self-insurance funds for benefits as referred to above.

(4) To include fringe benefits in the full hourly wage and salary rate and costs, the salary or wage rate shall be increased by a percentage which shall be equivalent to the percentage by which fringe-benefit costs and expenses enlarge the cost of all Port Authority wages and salaries constituting the basis for fringe benefits.

(5) On April 30 in 1968, in 1973 and in 1978, the Port Authority will render to the Carrier a statement setting forth starting wage and salary rates for the relevant personnel categories and data covering computation of fringe benefits. To the extent that data is available and accounting procedures permit, fringe benefits will be set forth in terms of cost and expense to the Port Authority for the next preceding calendar year. However, if such data cannot readily be developed, components of cost entering into the computation of fringe benefits for the latest preceding twelve-month period for which data is available will be used.

(6) There are attached hereto a schedule showing computations based on presently existing procedures and accounting practices of the Port Authority and a schedule of the fares in effect on December 31, 1960 to the named points.

(7) In the event this shall be attached to and become part of a lease, the word "Carrier" herein shall be deemed to mean "Lessee", and rentals payable under such lease shall be deemed included in "fees and charges".

SCHEDULE OF COMPUTATIONS OF HOURLY LABOR COSTS AS OF DECEMBER 31, 1960

Job Title	1 Number of hours normally paid for in a 2-week period	2 Bi-weekly Salary as of December 31, 1960	3 Net Cost of Fringe Benefits as a percentage of Payroll (see ff.p.)	4 Column 2 increased by percentage in Column 3	5* Column 4 divided by Column 1
Police Officer	80	$192.00	19.1%	$228.67	$2.86
Watch Engineer (Air Conditioning & Heating)	80	$219.00	12.2%	$245.72	$3.07
Electrician I	80	$199.00	12.2%	$223.28	$2.79
Lobby Information Agent I	80	$173.00	12.2%	$194.11	$2.43
Baggage Man I	80	$150.00	12.2%	$168.30	$2.10
Building Attendant I	80	$143.00	12.2%	$160.45	$2.01
Red Cap	80	$120.00	12.2%	$134.64	$1.68
Clerk I	72-1/2	$124.00	12.2%	$139.13	$1.92

* The figures in Column 5 constitute the full hourly wage and salary rates and costs as of December 31, 1960.

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COMPUTATIONS OF FRINGE BENEFITS FOR YEAR ENDING DECEMBER 31, 1960

Fringe Benefit	Net Cost to Port Authority	Payroll Base	Net Cost as a Percentage of Payroll
N.Y. State Retirement System - Police only	$ 944,997(a)	$ 5,908,448(c)	16.0%
N.Y. State Retirement System - All employees except police	$1,923,446(a)	$ 21,132,746(c)	9.1%
Federal Old Age, Disability and Survivors' Insurance	$ 573,620(b)	$ 33,762,408(d)	1.7%
Blue Cross and Blue Shield Health Insurance	$ 264,637(f)	$ 28,514,597(g)	0.9%
Major Medical Health Insurance	$ 6,281(b)	$ 32,605,913(e)	0.0%
Life Insurance	$ 2,147(b)	$ 32,605,913(e)	0.0%
Workmen's Compensation Insurance	$ 173,696(b)	$ 33,762,408(d)	0.5%
		Total for Police Employees	19.1%
		Total for all Employees except Police	12.2%

Notes:

(a) Bill received May 15, 1960 for 12-month period ending March 31, 1959.
(b) Net cost to Port Authority for calendar year 1960.
(c) Aggregate of annual salary rates of permanent employees on payroll as of March 31, 1959.
(d) Total payroll of all employees for calendar year 1960.
(e) Total payroll of all employees except temporary personnel for calendar year 1960.
(f) Net cost to Port Authority for calendar year 1959.
(g) Total payroll of all employees except temporary personnel for calendar year 1959.

SCHEDULE OF FARES

The regular adult one-way fares in effect on December 31, 1960 (according to the published tariffs of The Greyhound Corporation) from New York, New York to the destination points named in paragraph (1) (b) of this Exhibit J are as follows:

Destination Point	Fare
CHICAGO, ILLINOIS	$ 25.95
DETROIT, MICHIGAN	21.30
MIAMI, FLORIDA	35.35
NEW ORLEANS, LOUISIANA	36.45
NORFOLK, VIRGINIA	11.20
ST. LOUIS, MISSOURI	28.45
SAN FRANCISCO, CALIFORNIA	76.20
Sum of Fares	$234.90

EXHIBIT R

SPECIAL RULES AND REGULATIONS

1. The Occupant shall use the common areas in the Terminal, including without limiting the generality thereof, all entrances, exits, passages, halls, corridors, courts, vestibules, stairways and elevators, solely for purposes of ingress and egress to and from its space and the Occupant shall not cause any obstruction of or loiter in any such common areas.

2. The Occupant shall not enter upon any court or roof area (including parking area) unless specifically so authorized by lease, permit, license or other agreement with the Port Authority.

3. No fixtures, equipment, furnishings or bulky merchandise, including without limiting the generality thereof desks, chairs, tables, safes, cabinets, shelves, business machines, fans or floor coverings shall be moved to or from the Occupant's space except during such hours as may be prescribed by the Superintendent of the Terminal. In no event will permission be granted by the said Superintendent unless the person employed or under contract to perform such moving is competent and responsible and twenty-four (24) hours' notice of the Occupant's desire to have such moving performed has been given in writing to the said Superintendent.

4. The Occupant shall not mark, drill into, paint or in any way deface any part of the Terminal.

5. The Occupant shall not cover or obstruct in any way, windows, doorways or other openings which admit light or air into the Terminal and there shall not be any cleaning of windows from outside the building.

6. The Occupant shall not place any parcel, bottle or other article on the exterior part of any window sill in the Terminal.

7. The Occupant shall not use any wash bowl, toilet, slop sink or drain, whether located in its space or elsewhere in the Terminal, for any purpose other than those for which it was designed and manufactured, and in no event shall the Occupant dispose or attempt to dispose of thereby any improper articles or substances (whether solid or liquid), including without limiting the generality thereof garbage, refuse, sweepings, rubbish, rags, ashes or litter.

8. The Occupant shall not drop or throw anything from or out of any window in the Terminal and shall not drop or throw anything into any ventilating or elevator shaftway, stairwell or other opening in the Terminal.

9. The Occupant shall not employ or contract for any person to perform general cleaning, janitorial service, window cleaning, extermination or other like service in the Terminal, unless advance notice in writing is given to the Superintendent of the Terminal as to who the proposed person is and said person is competent and responsible.

10. The Occupant shall not canvass, peddle or solicit funds in the Terminal.

11. No animals or pets of any kind whatsoever shall be brought into or kept in the Occupant's space or other part of the Terminal.

12. During such days and hours as the Terminal may not be fully open for business such as Sundays, Saturdays, holidays, late hours of the night and early hours of the morning, the Occupant shall, when entering or leaving the Terminal, if requested by a Port Authority representative, exhibit such authorization or means of identification as may from time to time be prescribed by the Port Authority or as may meet with the approval of such representative.

13. The Occupant shall not directly request any Port Authority employee to do any work or perform any service for it, but shall make all such requests to the Office of the Superintendent of the Terminal.

14. All obligations under these Rules and Regulations shall apply not only to the Occupant, but also to the Occupant's officers, members, employees, agents, representatives, contractors, customers, guests, invitees and others doing business with it and the Occupant shall require and be responsible for compliance herewith by all such persons.

15. As used in these Rules and Regulations, the following terms shall have the respective meanings given below:

(a) "Occupant" shall mean a lessee, permittee or licensee of the Port Authority at the Terminal.

(b) "Space" shall mean any area in the Terminal which an Occupant, as herein defined, has the right or privilege to use or occupy exclusively pursuant to a lease, permit, license or permission from the Port Authority.

(c) "Superintendent of the Terminal" shall mean the person or persons from time to time designated by the Port Authority to exercise the powers and functions vested in the said Superintendent pursuant to these Rules and Regulations; but until further notice from the Port Authority, it shall mean the Superintendent (or the Acting Superintendent) of the Terminal for the time being or his duly designated representative or representatives.

BTG

STATE OF NEW YORK }
COUNTY OF NEW YORK } ss.

On the 12th day of May, 1962, before me personally came S. SLOAN COLT to me known, who, being by me duly sworn, did depose and say that he resides

that he is the Chairman of the Board of The Port of New York Authority, one of the corporations described in and which executed the foregoing instrument; that he knows the seal of the said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed by order of the Board of Commissioners of the said corporation; and that he signed his name thereto by like order.

Mildred B. Bruno
(notarial seal and stamp)
MILDRED B. BRUNO
NOTARY PUBLIC, State of New York
No. 30-5497825
Qualified in Nassau County
Cert. filed in New York County
Commission Expires March 30, 1964

STATE OF NEW YORK }
COUNTY OF NEW YORK } ss.

On the 17th day of May, 1962, before me personally came M. C. Frailey to me known, who, being by me duly sworn, did depose and say that he resides at

that he is the President of The Greyhound Corporation, one of the corporations described in and which executed the foregoing instrument; that he knows the seal of the said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of the said corporation; and that he signed his name thereto by like order.

Mildred B. Bruno
(notarial seal and stamp)
MILDRED B. BRUNO
NOTARY PUBLIC, State of New York
No. 30-5497825
Qualified in Nassau County
Cert. filed in New York County
Commission Expires March 30, 1964

50

Toilet area

BTO 9150 Lease No. BT-G-3

THE PORT OF NEW YORK AUTHORITY
BUS TERMINAL

AGREEMENT OF LEASE

between

THE PORT OF NEW YORK AUTHORITY

and

THE GREYHOUND CORPORATION

Dated March 16 1962

50

BTO-9250

Lease No. BT-G-3

THIS AGREEMENT, made as of the sixteenth day of March, 1962, by and between THE PORT OF NEW YORK AUTHORITY (hereinafter called the "Port Authority"), a body corporate and politic, created by Compact between the States of New Jersey and New York, with the consent of the Congress of the United States of America, and having an office at 111 Eighth Avenue, in the Borough of Manhattan, City, County and State of New York, and

THE GREYHOUND CORPORATION

(hereinafter called the "Lessee"), a corporation organized and existing under the laws of the State of Delaware, with an office and place of business at 140 South Dearborn Street, Chicago 3, Illinois,

whose representative is the President of Eastern Greyhound Lines Division of the Greyhound Corporation, 1400 West Third Street, Cleveland 13, Ohio

WITNESSETH THAT:

The Port Authority and the Lessee, for and in consideration of the rents, covenants and agreements hereinafter contained, mutually covenant and agree as follows:

SECTION 1. *Letting*

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The Port Authority hereby lets to the Lessee and the Lessee hereby hires and takes from the Port Authority, at the Port Authority Bus Terminal, in the Borough of Manhattan, City, County and State of New York, the space(s) as shown in diagonal hatching on the sketch(s) annexed hereto, made a part hereof and marked "Exhibit A",

together with the fixtures, improvements and other property of the Port Authority located therein or thereon, said space(s), fixtures, improvements and other property of the Port Authority being hereinafter collectively referred to as the "premises".

SECTION 2. *Term*

The term of the letting under this Agreement shall commence on April 1, 1963 and shall, unless sooner terminated, or unless extended, expire on March 31, 1983.

SECTION 3. *Rights of User by the Lessee*

The Lessee shall use the premises for the following purposes only and for no other purpose whatsoever;

as set forth in Section 37.

SECTION 4. *Basic Rental*

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(a) The Lessee agrees to pay to the Port Authority a basic rental for the premises at the rate of Forty-five Thousand Seven Hundred Fifty Dollars and No Cents ($45,750.00) per annum, payable monthly in advance in equal installments ~~of~~ subject to adjustment to the actual square footage of the premises on the commencement date, applying the 1953 Real Estate Board of New York formula for store space and an annual rate of $25 per square foot.

be or be construed to be an eviction of the Lessee or a breach of this Agreement. In the event that the Lessee has received a notice hereunder it shall deliver all or any such portion of the premises so required in the same condition as that required hereunder for the delivery of the premises on the cessation of the letting. In the event of the taking or delivery of all the premises, this Agreement and the letting hereunder shall on the day of such taking or delivery cease and expire as if that day were the date originally stated herein for the expiration of this Agreement; and, in the event of the taking or delivery of any portion of the premises, then, from and after such taking or delivery, such portion of the premises shall cease to be a part of the premises hereunder and there shall be an abatement of rental as hereinafter provided in Section 18.

(e) The Lessee, before closing and leaving the premises at any time for any period, shall close all windows therein and turn off all water taps.

(f) If the Port Authority deems it advisable for security reasons, the Lessee shall provide and its employees shall wear or carry badges or other suitable means of identification which shall be subject to the prior written approval of the Superintendent of the Terminal.

SECTION 8. *Prohibited Acts*

The Lessee shall not: (a) commit any nuisance on the premises, or do or permit to be done anything which may result in the creation or commission of a nuisance on the premises; (b) cause or permit to be caused or produced upon the premises, to permeate the same or to emanate therefrom, any unusual, noxious or objectionable smokes, gases, vapors, or odors; (c) use the premises for lodgings or sleeping purposes or for any immoral purposes; (d) install or use any radio or television set, air conditioning unit or equipment, refrigerator, heating or cooking apparatus in the premises except with the prior written approval of the Port Authority; (e) install window shades or venetian blinds on the windows of the premises unless and until the type and color of same shall have been previously approved in writing by the Port Authority; (f) do or permit to be done anything which may interfere with the effectiveness or accessibility of existing and future utilities systems or portions thereof on the premises or elsewhere at the Terminal, including therein without limitation thereto systems for the supply of heat, water hot and cold, gas, electricity and fuel and for the furnishing of fire-alarm, fire-protection, sprinkler, sewerage, drainage, air-conditioning, telephone, telegraph, tele-register, pneumatic-tube dispatch and inter-communications services, including lines, pipes, mains, wires, conduits and equipment connected with or appurtenant to all such systems, nor do or permit to be done anything which may interfere with free access and passage in the premises, elsewhere in the Terminal or in the streets and sidewalks adjacent to the Terminal; (g) do or permit to be done anything which may interfere with the effectiveness or accessibility of elevators or escalators at the Terminal, including lines, pipes, wires, conduits and equipment connected with or appurtenant thereto; (h) overload any floor in the premises; (i) place any furniture, machine or equipment over any expansion or contraction joint unless one end of such furniture, machine or equipment is free to permit expansion or contraction; (j) place any additional lock of any kind upon any window or interior or exterior door in the premises unless a key therefor is delivered to the Port Authority, nor make any change in any existing door or window lock or the mechanism thereof, except with the prior written approval of the Port Authority, and upon the expiration or sooner termination of the letting hereof, the Lessee shall surrender to the Port Authority any and all keys to interior and exterior doors on the premises, whether said keys were furnished to or were otherwise procured by the Lessee, and in the event of the loss of any keys furnished by the Port Authority to the Lessee, the Lessee shall pay to the Port Authority the cost of replacement thereof; (k) do or permit to be done any act or thing upon the premises which will invalidate or conflict with any insurance policies covering the premises or any part thereof, or the Terminal, or any part thereof, or which, in the opinion of the Port Authority, may constitute an extra-hazardous condition, so as to increase the risks normally attendant upon the operations contemplated by Section 3 hereof, and the Lessee shall promptly observe, comply with and execute the provisions of any and all present and future rules and regulations, requirements, orders and directions of the New York Board of Fire Underwriters, the New York Fire Insurance Exchange, or of any other board or organization exercising or which may exercise similar functions, which may pertain or apply to the operations of the Lessee on the premises, and the Lessee shall, subject to and in accordance with the provisions of Section 11 hereof, make any and all non-structural improvements, alterations or repairs of the premises that may be required at any time hereafter by any such present or future rule, regulation, requirement, order

(g) The parties do hereby stipulate that neither the provisions of Section 227 of the Real Property Law of the State of New York nor those of any other similar statute shall extend or apply to this Agreement.

(h) In the event of a partial or total destruction of the premises, the Lessee shall immediately remove any and all of its property and/or debris from the premises or the portion thereof destroyed and if the Lessee does not promptly so remove, the Port Authority may remove such property to a public warehouse for deposit or retain the same in its own possession and sell the same at public auction, the proceeds of which shall be applied first to the expenses of removal, storage and sale, second to any sums owed by the Lessee to the Port Authority, with any balance remaining to be paid to the Lessee; if the expenses of such removal, storage and sale shall exceed the proceeds of sale, the Lessee shall pay such excess to the Port Authority upon demand.

SECTION 10. *Indemnity*

The Lessee shall indemnify and hold harmless the Port Authority, its Commissioners, officers, agents and employees from all claims and demands of third persons including but not limited to those for death, for personal injuries, or for property damages, arising out of the use or occupancy of the premises by the Lessee or out of any of the acts or omissions of the Lessee, its officers, members, employees, agents, representatives, contractors, customers, guests, invitees and other persons doing business with it where such acts or omissions are on the premises or arising out of any acts or omissions of the Lessee, its officers, members, employees, agents and representatives where such acts or omissions are elsewhere at the Terminal.

SECTION 11. *Construction by the Lessee*

The Lessee shall not erect any structures, make any changes, alterations, improvements or do any other construction work on or to the premises, or install any fixtures in or on the premises (other than trade fixtures, removable without injury to the freehold) without the prior written approval of the Port Authority, and in the event any construction, improvement, alteration, modification, addition, repair or replacement is made without such approval, then upon reasonable notice so to do, the Lessee will remove the same, or, at the option of the Port Authority, cause the same to be changed to the satisfaction of the Port Authority. In case of any failure on the part of the Lessee to comply with such notice, the Port Authority may effect the removal or change and the Lessee shall pay the cost thereof to the Port Authority on demand.

SECTION 12. *Signs*

~~(a) Except with the prior written approval of the Port Authority, the Lessee shall not erect, maintain or display any signs or any advertising at or on the exterior parts of the premises or in the premises so as to be visible through the windows or exterior doors thereof.~~

(b) Upon the expiration or termination of the letting, the Lessee shall remove, obliterate or paint out, as the Port Authority may direct, any and all signs and advertising on the premises or elsewhere at the Terminal if pertaining to the Lessee, and in connection therewith shall restore the premises and the Terminal to the same condition as at the commencement of the letting. In the event that there is a failure by the Lessee so to remove, obliterate or paint out each and every sign or advertising and so to restore the premises and the Terminal, the Port Authority may, at its option, perform the necessary work at the expense of the Lessee, and the charge therefor shall be paid by the Lessee to the Port Authority on demand.

SECTION 13. *Services*

(a) The Port Authority shall, without additional charge, furnish heat, to an even and comfortable working temperature, during the months of October to April inclusive, to the Lessee in the premises, ~~during usual working hours on days other than Sundays and legal holidays (as fixed by the laws of the State of New York).~~

(b) The Port Authority shall, without additional charge, furnish non-exclusive toilet and washroom facilities for the employees of the Lessee.

~~(c) The Port Authority shall, without additional charge, daily (but not on Saturdays, Sundays and legal holidays (as fixed by the laws of the State of New York)) dust and clean the premises and empty waste paper baskets therein and shall also, without additional charge, periodically clean the windows of the premises but such window cleaning need not be more frequent than once a month.~~

(d) The Port Authority agrees to sell, furnish and supply to the Lessee in the premises and the Lessee agrees to take and pay the Port Authority for electricity, in reasonable quantities, for illumination (all bulbs to be supplied and installed by the Lessee) and power; said electricity to be 60 cycle, alternating current at 120 volts, to be paid for by the Lessee according to either (at the option of the Port Authority exercisable at any time and from time to time) of the following methods:

(1) to be metered by the Port Authority and to be paid for by the Lessee at the rates which

including all interest, costs damages and penalties, and the same may be added to any installment of rent thereafter due hereunder, and each and every part of the same shall be and become additional rent, recoverable by the Port Authority in the same manner and with like remedies as if it were originally a part of the basic rental as set forth in Section 4 hereof.

(b) For all purposes under this Section, and in any suit, action or proceeding of any kind between the parties hereto, any receipt showing any payment of sum or sums by the Port Authority for any work done or material furnished shall be *prima facie* evidence against the Lessee that the amount of such payment was necessary and reasonable. Should the Port Authority elect to use its own operating and maintenance staff in making any repairs, replacements, and/or alterations and to charge the Lessee with the cost of same, any time sheet of any employee of the Port Authority showing hours of labor or work allocated to any such repair, replacement and/or alteration, or any stock requisition of the Port Authority showing the issuance of materials for use in the performance thereof, shall likewise be *prima facie* evidence against the Lessee that the amount of such charge was necessary and reasonable.

SECTION 16. *Rights of Entry Reserved*

(a) The Port Authority, by its officers, employees, agents, representatives and contractors shall have the right at all reasonable times to enter upon the premises for the purpose of inspecting the same, for observing the performance by the Lessee of its obligations under this Agreement, and for the doing of any act or thing which the Port Authority may be obligated or have the right to do under this Agreement or otherwise.

(b) Without limiting the generality of the foregoing, the Port Authority, by its officers, employees, representatives, and contractors, shall have the right, for the benefit of the Lessee or for the benefit of others at the Terminal, to maintain existing and future utilities systems or portions thereof on the premises, including therein without limitation thereto systems for the supply of heat, water hot and cold, gas, electricity and fuel and for the furnishing of fire-alarm, fire-protection, sprinkler, sewerage, drainage, air-conditioning, telephone, telegraph, tele-register, pneumatic-tube dispatch and intercommunications services, and to maintain elevator and escalator systems, including lines, pipes, mains, wires, conduits and equipment connected with or appurtenant to all such systems, and to enter upon the premises at all reasonable times to make such repairs, alterations and replacements as may, in the opinion of the Port Authority, be deemed necessary or advisable and, from time to time to construct or install over, in, under or through the premises new lines, pipes, mains, wires, conduits and equipment; and to use the premises for access to other portions of the Terminal not otherwise conveniently accessible; *provided, however*, that such repair, alteration, replacement construction or access shall not unreasonably interfere with the use of the premises by the Lessee

(c) Nothing in this Section shall or shall be construed to impose upon the Port Authority any obligation so to construct or maintain or to make repairs, replacements, alterations or additions, or shall create any liability for any failure so to do

(d) At any time and from time to time during ordinary business hours within the six (6) months next preceding the expiration of the letting, the Port Authority, by its agents and employees, whether or not accompanied by prospective lessees, occupiers or users of the premises, shall have the right to enter thereon for the purpose of exhibiting and viewing all parts of the same and during such six-month period the Port Authority may place and maintain on the premises, the usual "To Let" signs, which signs the Lessee shall permit to remain without molestation.

(e) If, during the last month of the letting, the Lessee shall have removed all or substantially all the Lessee's property from the premises, the Port Authority may immediately enter and alter, renovate and redecorate the premises.

(f) No abatement of rental shall be claimed by or allowed to the Lessee by reason of the exercise of any or all of the foregoing rights by the Port Authority or others.

SECTION 17. *Condemnation*

(a) In any action or proceeding instituted by any governmental agency or agencies for the taking for a public use of any interest in all or any part of the premises, the Lessee shall not be entitled to assert any claim to any award or part thereof made or to be made

(2) By order or decree of a court the Lessee shall be adjudged bankrupt or an order shall be made approving a petition filed by any of the creditors or, if the Lessee is a corporation, by any of the stockholders of the Lessee, seeking its reorganization or the readjustment of its indebtedness under the federal bankruptcy laws or under any law or statute of the United States or of any State thereof; or

(3) A petition under any part of the federal bankruptcy laws or an action under any present or future insolvency law or statute shall be filed against the Lessee and shall not be dismissed within ~~thirty (30)~~ days after the filing thereof; or

(4) The letting hereunder or the interest or estate of the Lessee under this Agreement shall be transferred to, pass to or devolve upon, by operation of law or otherwise, any other person, firm or corporation; or

(5) The Lessee, if a corporation, shall, without the prior written approval of the Port Authority, become a possessor or merged corporation in a merger, a constituent corporation in a consolidation, or a corporation in dissolution; or

(6) The Lessee is, or the Lessees collectively are doing business as, or constitute a copartnership, and the said copartnership shall be dissolved as the result of any act or omission of its copartners or any of them, or by operation of law or the order or decree of any court having jurisdiction, or for any other reason whatsoever; or

(7) By or pursuant to, or under authority of any legislative act, resolution or rule, or any order or decree of any court or governmental board, agency or officer having jurisdiction, a receiver, trustee, or liquidator shall take possession or control of all or substantially all the property of the Lessee, and such possession or control shall continue in effect for a period of ~~fifteen (15)~~ days; or

(8) Any lien is filed against the premises because of any act or omission of the Lessee and is not removed within ten (10) days; or

(9) The Lessee shall voluntarily abandon, desert, vacate or discontinue its operations in the premises; or

(10) The Lessee shall fail duly and punctually to pay the rentals or to make any other payment required hereunder when due to the Port Authority; or

(11) The Lessee shall fail to keep, perform and observe each and every other promise, covenant and agreement set forth in this Agreement on its part to be kept, performed, or observed, within ~~ten (10)~~ days after receipt of notice of default thereunder from the Port Authority (except where fulfillment of its obligation requires activity over a period of time, and the Lessee shall have commenced to perform whatever may be required for fulfillment within ten (10) days after receipt of notice and continues such performance without interruption except for causes beyond its control);

then upon the occurrence of any such event or at any time thereafter during the continuance thereof, the Port Authority may by ~~five (5)~~ days' notice terminate the letting, such termination to be effective upon the date specified in such notice. Such right of termination and the exercise thereof shall be and operate as a conditional limitation.

(b) If any of the events enumerated in paragraph (a) of this Section shall occur prior to the letting, the Lessee shall not be entitled to enter into possession of the premises and the Port Authority upon the occurrence of any such event or at any time thereafter during the continuance thereof by twenty-four (24) hours' notice may cancel the interest of the Lessee under this Agreement, such cancellation to be effective upon the date specified in such notice.

(c) No acceptance by the Port Authority of rentals, fees, charges or other payments in whole or in part for any period or periods after a default of any of the terms, covenants and conditions to be performed, kept or observed by the Lessee shall be deemed a waiver of any right on the part of the Port Authority to terminate the letting.

(d) No waiver by the Port Authority of any default on the part of the Lessee in performance of any of the terms, covenants or conditions hereof to be performed, kept or observed by the Lessee shall be or be construed to be a waiver by the Port Authority of any other or subsequent default in performance of any of the said terms, covenants and conditions.

SECTION 26. *Surrender*

(a) The Lessee covenants and agrees to yield and deliver peaceably to the Port Authority possession of the premises on the date of the cessation of the letting, whether such cessation be by termination, expiration or otherwise, promptly and in good condition, reasonable wear excepted.

(b) The Lessee shall have the right at any time during the letting to remove its equipment, inventories, removable fixtures and other personal property from the premises. If the Lessee shall fail to remove its property on or before the termination or expiration of the letting, the Port Authority may remove such property to a public warehouse for deposit or retain the same in its own possession, and sell the same at public auction, the proceeds of which shall be applied first to the expenses of removal, storage and sale, second to any sums owed by the Lessee to the Port Authority, with any balance remaining to be paid to the Lessee; if the expenses of such removal, storage and sale shall exceed the proceeds of sale, the Lessee shall pay such excess to the Port Authority upon demand.

SECTION 27. *Acceptance of Surrender of Lease*

No agreement of surrender or to accept a surrender shall be valid unless and until the same shall have been reduced to writing and signed by the duly authorized representatives of the Port Authority and of the Lessee. Except as expressly provided in this Section, neither the doing of, nor any omission to do, any act or thing, by any of the officers, agents or employees of the Port Authority, shall be deemed an acceptance of a surrender of the letting or of this Agreement.

SECTION 28. *Brokerage*

The Lessee represents and warrants that no broker has been concerned in the negotiation of this Agreement and that there is no broker who is or may be entitled to be paid a commission in connection therewith. The Lessee shall indemnify and save harmless the Port Authority of and from any claim for commission or brokerage made by any and all persons, firms or corporations whatsoever for services in connection with the negotiation and execution of this Agreement.

SECTION 29. *Limitation of Rights and Privileges Granted*

No greater rights or privileges with respect to the use of the premises or any part thereof or with respect to the Terminal are granted or intended to be granted to the Lessee by this Agreement, or by any provision thereof, than the rights and privileges expressly granted hereby.

SECTION 30. *Notices*

All notices, requests, consents and approvals required to be given to or by either party shall be in writing, and all such notices and requests shall be personally delivered to the duly designated officer or representative of such party or delivered to the office of such officer or representative during regular business hours, or forwarded to him or to the party at such address by registered mail. The Lessee shall designate an office within the Port of New York District and an officer or representative whose regular place of business is at such office. Until further notice, the Port Authority hereby designates its Executive Director, and the Lessee designates the person named as representative on the first page hereof as their respective officers or representatives upon whom notices and requests may be served, and the Port Authority designates its office at 111 Eighth Avenue, New York 11, New York, and the Lessee designates its office at its address stated on the first page hereof, as their respective offices where notices and requests may be served.

SECTION 31. *Place of Payments*

All payments required of the Lessee by this Agreement shall be made at the office of the Treasurer of the Port Authority, 111 Eighth Avenue, New York 11, New York, or to such other officer or address as may be substituted therefor.

SECTION 32. *Quiet Enjoyment*

The Port Authority covenants and agrees that as long as it remains the owner of the Terminal, the Lessee, upon paying all rentals hereunder and performing all the covenants, conditions and provisions of this Agreement on its part to be performed, shall and may peaceably and quietly have, hold and enjoy the premises free of any act or acts of the Port

SECTION 37. Rights of User by the Lessee

The Lessee shall use the premises for the following purposes only and for no other purpose whatsoever: the sale of tickets for the transportation of passengers on bus lines operated by the Lessee (and connecting carriers); provided that the sale of tickets for transportation wholly on buses operated by others than the Lessee, whether or not connecting carriers, shall be subject to the prior and continuing approval of the Port Authority; the booking of reservations for travel accommodations; the sale of travel insurance; the providing of information; and the operation of an administrative and business office in connection with the said activities. In addition, if at any time between 7 o'clock P.M. and 7 o'clock A.M. the day following, the travel bureau operated by the Lessee under the provisions of a certain agreement of lease made between the Port Authority and the Lessee as of March 15, 1962 and bearing the Port Authority Number BT-G-2 is not open for business, the Lessee may use the premises hereunder for the purposes set forth in Section 3 - Rights of User by the Lessee, of that agreement, as such Section may be amended. All monies paid or payable to the Lessee on account of use of the premises hereunder (or of any portion of the premises) as a substitute for the travel bureau in accordance with the foregoing shall be included in the gross receipts of the Lessee under the said Agreement No. BT-G-2, for all purposes under that agreement, and as defined therein.

SECTION 38. Prior Entry for Construction

Not sooner than September 5, 1962, the Lessee may enter upon and occupy the premises, for the purpose only of preparing them for its occupancy under this Agreement, including performing the work of construction and installation of equipment. Such entry upon and use of the premises, and all work of construction and installation, shall be under and in accordance with all the terms, provisions, covenants and conditions of this Agreement except for the provisions regarding the payment of rental and the purposes of the letting, and under all the terms and provisions of an alteration permit or permits to be entered into between the Port Authority and the Lessee prior to the commencement of any work whatsoever. No work shall be done until approval thereof on behalf of the Port Authority shall have been secured. If completion of the work of construction and installation is delayed beyond April 1, 1963 by causes beyond the Lessee's control, including any labor trouble, the commencement date of the letting and the commencement of rental shall be postponed if the Lessee has diligently performed and shall continue diligently to perform the work; but notwithstanding any delay in completion from any cause whatsoever, the letting and the rental shall commence in any event no later than October 1, 1963.

SECTION 39. Reimbursement for Construction and Installation

(a) In the event the Lessee has performed in the premises work of construction and installation of equipment in accordance with Section 38 above, and in the event the letting hereunder is cancelled pursuant to the provisions of Section 17 or terminated pursuant to the provisions of Section 7(d) of this Agreement, the Port Authority shall pay the Lessee a pro rata share of the Lessee's cost of construction and installation, to be ascertained as follows: to the extent permitted by sound accounting practice, the sum of the following items of cost incurred by the Lessee for equipment and fixtures and the installation thereof and for the making of such improvements as are necessary to initially equip and improve the premises for the Lessee's operations hereunder, and to the extent that such sum does not exceed One Hundred Thousand Dollars and No Cents ($100,000.00), shall constitute the cost to be paid to the Lessee and shall constitute the cost as the same is hereinafter used:

(1) Direct labor and material costs;

(2) Contract costs for purchases and installation excluding those of the types mentioned in the following subdivision (3); and

(3) Engineering, architectural, planning, designing, financing, interest, insurance, and other overhead or carrying charges which are due for a period ending not later than the date of completion of installation of any such initial equipment, fixtures or improvements for which they are incurred, and not to exceed 20% of the total of the amounts covered by subdivisions (1) and (2) above.

(b) A statement of the cost detailing all the foregoing, including copies of invoices and contracts and certified by a responsible officer of the Lessee shall be delivered by the Lessee to the Port Authority not later than ninety (90) days after the complete supplying and installing of all such initial fixtures or equipment and the making of all such initial improvements, and the Lessee shall permit the Port Authority, by its agents, employees and representatives, at all reasonable times prior to a final settlement or determination of cost, to examine and audit the records and books of the Lessee which pertain to the cost; the Lessee agrees to keep such records and books of account during such time either within the Port of New York District or at the office of its representative stated on the first page of this Agreement; provided, however, that if the records and books of account are kept in Cleveland then the Lessee shall produce the same within the Port of New York District for examination by the Port Authority at any time and from time to time on notice from the Port Authority.

(c) The proration of cost shall be ascertained by multiplying the cost by a fraction, the numerator of which shall be the number of whole calendar months in the term of the letting as originally set forth subsequent to the effective date of termination, and the denominator of which shall be the total number of months in the term of the letting as originally set forth.

(d) Notwithstanding any other provision of this Section, in ascertaining the amount that the Port Authority shall be obligated to pay to the Lessee hereunder, the cost computed as heretofore stated shall be diminished by the amount that any part of the components of cost as stated in subdivisions (1), (2) and (3) of (a) above is burdened by liens, mortgages, other encumbrances or conditional bills of sale on such equipment, fixtures and improvements and by any other amounts whatsoever due under this Agreement from the Lessee to the Port Authority. In no event whatsoever shall cost include any expenses, outlays or charges whatsoever by or for the account of the Lessee for or in connection with any equipment or fixtures or the making of any improvements mentioned, unless said equipment, fixtures and improvements are actually and completely installed in or made to the premises.

(e) On the payment by the Port Authority of the prorated cost, all fixtures, equipment and improvements including replacements furnished by the Lessee in the premises, and all interest of the Lessee therein which have not already become the property of the Port Authority, shall be and become the property of the Port Authority and the Lessee shall execute any and all instruments necessary to transfer title and any such interest, provided, however, that the Port Authority may by notice relinquish its right to any such fixtures, equipment or improvements and in such case the provisions of Section 26 of this Agreement shall apply thereto.

SECTION 40. Operations of the Lessee

The premises are bordered on portions of three sides by areas presently used as public or semi-public corriders or means of access. The Lessee shall conduct no activity on the premises which will impede or tend to impede the flow of passenger traffic in the said areas. In addition, the Lessee shall provide sufficient trained personnel at all ticket counters so that queues forming thereat shall be as short as possible. In the event the Port Authority determines that such queues are longer than reasonable, the Lessee shall provide additional personnel. All personnel provided by the Lessee at such counters shall at all times present a neat appearance. The Lessee may keep the doors to the premises open at any time, provided, however, that the Lessee shall not permit any queue to form which extends outside the premises, but the Lessee shall not be responsible if prospective passengers refuse to abide by the Lessee's directions to abandon such exterior queue or queues.

SECTION 41. Amendments

Prior to the execution of this Agreement by either the Port Authority or the Lessee, the following changes were made in the Agreement, which it shall not be necessary physically to indicate:

(a) The final sentence of Section 6 was deleted and the following sentences were substituted in lieu thereof:

"The Port Authority agrees that except in cases of emergency it shall give notice to the Lessee of every rule or regulation hereafter adopted by it, at least ten (10) days, exclusive of Saturdays, Sundays and holidays, before the Lessee shall be required to comply therewith. The Lessee shall have the right to present its comments and objections with regard to any such rule or regulation hereafter adopted, in writing to the Port Authority. The Lessee shall use its best efforts to require its passengers, guests, invitees and others doing business with it to observe and comply with the said rules and regulations, as supplemented and amended."

(b) The word "reasonably" shall be deemed to have been inserted in the final clause of paragraph (b) of Section 7, between the word "steps" and the word "necessary".

(c) The following sentence is hereby added to paragraph (d) of the said Section 7:

"If, however, the taking or delivery of a portion only of the premises is of such a character or extent as to make the remainder of the premises unusable by the Lessee, then, if the Port Authority shall not make a suitable substitution of other premises, or shall be unable so to do, the Lessee shall have the right by notice to the Port Authority, to terminate the letting under this Agreement, as if the effective date of termination were the date originally stated herein for the expiration of the letting under this Agreement, and shall have the right further by such notice to terminate the License Agreement (defined in Section 46 of this Agreement) such termination to be effective as if the effective date of termination were the date of expiration of the License Agreement as originally set forth therein. No right of termination hereunder may be exercised by the Lessee more than thirty (30) days after the taking or delivery."

(d) Paragraph (f) of Section 9 was deleted and the following was substituted in lieu thereof:

"(f) In the event that the premises are damaged at any time subsequent to the execution of this Agreement, without fault on the part of the Lessee or of any other for whose acts or omissions the Lessee is responsible under paragraph (b) of this Section 9, so as to render the premises

unusable in whole or in part, then the Port Authority shall repair or rebuild the premises with due diligence; but if any portion of the Terminal other than the premises is so damaged, together with any part of the premises, then the Port Authority shall have an option either to proceed with due diligence to make the necessary repairs and to do the necessary rebuilding or to terminate the letting under this Agreement; its election under this option shall be communicated to the Lessee within sixty (60) days after the date of such damage; if more than half the usable area of the premises has been destroyed, and the Port Authority elects to repair or rebuild, and states that the repair or rebuilding will require more than nine (9) months' time, then the Lessee shall have an option to terminate the letting under this Agreement by notice given within fifteen (15) days after notice of the Port Authority's election. The rental hereunder shall be abated as provided in Section 18 for the period from the occurrence of the damage to the completion of repairs and rebuilding or to the effective date of termination, as the case may require."

(e) Paragraph (a) of Section 12 of this Agreement was deleted and the following was substituted in lieu thereof:

"(a) Except as required by law or governmental regulation and except with the consent of the Port Authority, the Lessee shall not erect, maintain or display any signs or any advertising at or on the exterior parts of the premises or in the premises so as to be visible through the windows or exterior doors thereof."

(f) The following were deleted from Section 13 of this Agreement: The phrase "during usual working hours on days other than Sundays and legal holidays (as fixed by the laws of the State of New York)", appearing in paragraph (a); paragraph (c) in its entirety; the word "or" appearing at the end of subparagraph (1) of subparagraph (d), and the whole of subparagraph (2) of the said paragraph (d).

(g) The sentences added by paragraph (c) of this Section to paragraph (d) of Section 7 of this Agreement shall be deemed to have been added also to paragraph (c) of Section 17 of this Agreement.

(h) A merger or consolidation shall not be a default under subparagraph (5) of paragraph (a) of Section 20 of this Agreement if it does not diminish the net worth of the Lessee by more than ten percent (10%).

(i) The word and figure "thirty (30)" appearing in subparagraph (3) of paragraph (a) of the said Section 20 were deleted and the word and figure "sixty (60)" were substituted in lieu thereof; the word and figure "fifteen (15)" appearing in subparagraph (7) of the said paragraph (a) were deleted and the word and figure "thirty (30)" were substituted in lieu thereof; the word and figure "ten (10)" appearing in the third line of subparagraph (11) of the said paragraph (a) were deleted and the word and figure "twenty (20)" were substituted in lieu thereof; and the word and figure "five (5)" appearing in the last part of the said paragraph (a) were deleted and the word and figure "thirty (30)" were substituted in lieu thereof.

SECTION 42. Labor Troubles

(a) The Lessee shall immediately give oral notice to the Port Authority (to be followed by written notices and reports) of any and all impending or existing labor complaints, troubles, disputes or controversies involving the Lessee's employees and likely to affect the operation of the Terminal or the operations of others thereat, and shall continually report to the Port Authority the progress of such and the progress of the resolution thereof.

(b) The Port Authority shall have the right, upon notice to the Lessee, to suspend the provisions of this Agreement under which the Lessee is granted the right to use the premises, in either of the following events:

(1) If the Lessee, 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 any labor trouble at the Terminal involving employees of the Port Authority or those of any other person operating at the Terminal other than the Lessee's own employees and which interferes with the operation of the Terminal, other than the Lessee's own operations, or with the operations of others at the Terminal, and if the Lessee, upon notice from the Port Authority, shall not within twelve (12) hours withdraw from the Terminal any such person or persons and any such equipment or materials specified in the notice, or rectify any such condition; or

(2) If any labor trouble of or directed against the Lessee adversely affects the operation of the Terminal by the Port Authority or the operations of others thereat, whether or not the same is due to the fault of the Lessee, and notwithstanding that the Port Authority may or may not have issued directions in connection with the same.

SECTION 43. Adjustments

All rental rates, fees and charges under this Agreement shall be adjusted as set forth in a schedule hereto attched, hereby made a part hereof and marked "Exhibit J"; provided, however, that no rentals, fees or charges computed through application of the said schedule shall become effective if they would be lower than the same rentals, fees, and charges as originally set forth in this Agreement.

SECTION 44. Postponement

(a) The Port Authority shall use due diligence in making the premises vacant and available on the commencement date of the letting under this Agreement. However, if the Terminal or the premises shall not be ready for use by the Lessee at such

date, by reason of the fact that the user thereof has not removed therefrom, or that it has not been feasible for the Port Authority to relocate such user, or by reason of any cause or condition beyond the control of the Port Authority, the Port Authority shall not be subject to any liability for the failure to make the premises available on the said date.

(b) If prior to the commencement date of the letting, the Port Authority believes that the premises will not be available on such date, the Port Authority will so notify the Lessee, such notification to be a notice of six (6) months, if feasible, or a notice of lesser duration dependent on facts then known to the Port Authority. If the factual situation on which the Port Authority has premised a notice changes, subsequent notice or notices may be given subject to the requirements of this Section. However, if the premises are not made available for use by the Lessee on or before a date six (6) months after the commencement date of the letting as set forth in this Agreement, then this Agreement shall be deemed cancelled, except that each party shall and does hereby release the other party of and from any and all claims or demands based on this Agreement or on a breach or alleged breach thereof. Unless sooner terminated, the expiration date of the letting shall be postponed from the expiration date stated in this Agreement for the same period that the commencement date of the letting shall be postponed hereunder, if at all.

SECTION 45. Administrative Recourse

(a) The parties agree that their contractual relationship shall be governed and determined by all the terms, conditions and provisions of this Agreement. However, in view of the substantial duration and the comprehensiveness of the Agreement, it may be anticipated that from time to time the Lessee will deem some action or proposed action of the Port Authority thereunder to be unwarranted or improper. To the end that the Lessee may have an opportunity to present its views and arguments with reference to any such action, on all administrative levels of the Port Authority, the following procedure is formulated and agreed upon: as soon as any matter is brought to the attention of or known to any management personnel of the Lessee (including its terminal manager and its chief dispatcher), the Lessee's New York Regional Manager within ten days of knowledge to such personnel, may request discussion of the matter with the Manager of the Bus Terminal, who shall then discuss the matter at a time fixed by mutual agreement, but not later than ten days after the request. If the Manager of the Bus Terminal does not agree with the position of the said New York Regional Manager, then within twenty days after such initial request, the President of Eastern Greyhound Lines may request such discussion with the Director of Terminals of the Port Authority, who shall then discuss the matter at a time fixed by mutual agreement, but not later than ten days after the request from the said President. If the Director of Terminals

of the Port Authority does not agree with the position of the said President, the President of The Greyhound Corporation may request such discussion with the Executive Director of the Port Authority, at a time fixed by mutual agreement, but not later than ten days after the request. In the absence of other agreement, no such discussion by the President and Executive Director shall extend beyond two weeks.

(b) The Port Authority will not take action under subparagraph (11) of paragraph (a) of Section 20 of this Agreement during the pendency of the above discussions.

(c) If any of the official positions referred to above shall be abolished or its duties substantially changed, the substitute position having substantially the same duties shall be deemed to have been referred to herein, or, if any of the said positions shall be vacant, the person performing substantially the same duties shall be deemed to be the incumbent of the said position, provided, however, that the discussions referred to shall be held by the incumbents of the positions named unless such incumbents are out of the United States.

SECTION 46. Special Termination Rights

(a) The Port Authority and the Lessee, contemporaneously with the making of this Agreement, but as of March 14, 1962, have entered into an agreement under which the Lessee, as the Carrier thereunder, is licensed to operate buses to and from the Terminal, hereinafter called "the License Agreement". In the event the Port Authority shall terminate the License Agreement under Section 16 thereof, the Port Authority shall have the right to terminate the letting under this Agreement by ten (10) days' notice, and the same shall be considered to be a termination under Section 20 of this Agreement. In the event the Lessee shall terminate the License Agreement under Section 18 thereof, the Lessee shall have the right to terminate the letting under this Agreement.

(b) In the event of termination of the License Agreement under Sections 12, 13 or 20 thereof, relating to casualty, labor troubles and condemnation, the Port Authority and the Lessee shall each have the right to terminate the letting under this Agreement by ten (10) days' notice to the other, such termination to be effective as if the effective date thereof were the date of expiration of the letting hereunder.

(c) In the event of cancellation of the License Agreement under Section 22 thereof, then the Port Authority and the Lessee shall each have the right to terminate the letting under this Agreement, and in such event each party shall and does hereby release the other party of and from any and all claims and demands based on this Agreement or on a breach or alleged breach thereof.

(d) No right of termination under this Section may be exercised more than thirty (30) days after the effective date of the particular termination or cancellation of the License Agreement referred to in the above subdivisions (a), (b) and (c).

SECTION 47. Fees Under License Agreement

Nothing contained in this Agreement shall alter, affect or diminish the obligation of the Lessee as the Carrier under the License Agreement, as set forth in Section 14 (a)(4) of the License Agreement, to pay to the Port Authority a monthly fee (which is subject to escalation). "Monies paid or payable" shall include such monies on account of tickets sold or issued at the premises under this Agreement as well as such monies on account of tickets sold or issued elsewhere at the Terminal or elsewhere in the Borough of Manhattan.

SECTION 48. Entire Agreement

This Agreement consists of the following: Sections numbered 1 through 48, and Exhibits A, J, and R. It constitutes the entire agreement of the Port Authority and the Lessee on the subject matter, and may not be changed, modified, discharged or extended except by written instrument duly executed on behalf of both the Port Authority and the Lessee. The Lessee agrees that no representations or warranties shall be binding upon the Port Authority unless expressed in writing in this Agreement.

IN WITNESS WHEREOF, the Port Authority and the Lessee have executed these presents the 17th day of May, 1962.

ATTEST:

Joseph Gleason
Secretary

THE PORT OF NEW YORK AUTHORITY

By S Moskowitz

(Title) CHAIRMAN

(Seal)

ATTEST:

Merrill Bassington
Secretary

THE GREYHOUND CORPORATION

By [illegible]

(Title) President

(Corporate Seal)

EXHIBIT J

FEE AND CHARGE ADJUSTMENTS

(1) (a) All fees and charges payable by the Carrier to the Port Authority under this Agreement will be increased by amounts to be determined as set forth below, based on the percentage of increase of the average hourly labor rates and costs to the Port Authority for the personnel categories hereinafter set forth, the increase being based on costs computed as of December 31, 1960. Increases of fees and charges will be effective January 1 of 1968, 1973 and 1978, being prospective for each of the five-year periods commencing on January 1, 1968 and on January 1, 1973, and for the longer period commencing January 1, 1978. The percentage of increase shall be computed on the basis of full hourly wage and salary rates and costs, and such rates and costs shall include fringe benefits as hereinafter referred to.

(b) Increases in those fees and charges which are expressed in the Agreement in sums of money shall be based on the increases of the full hourly wage and salary rates and costs computed effective December 31 of 1967, 1972 and 1977, as compared with the full hourly wage and salary rates and costs computed as of December 31, 1960. Increases in the fees and charges which are expressed in the Agreement as applications of percentages shall be based on the excess, if any, of the increases of the full hourly wage and salary rates and costs computed effective December 31 of 1967, 1972 and 1977, as compared with the full hourly wage and salary rates and costs computed as of December 31, 1960, over the percentage increase in fares, if any, in each of the same periods; such excess shall be applied to the net percentage figure (which shall be, in the case of the percentage figure set forth in Section 14(a)(4) of the License Agreement, that figure as reduced by operation of the provisions of Section 33(b) of the License Agreement) used to compute the sums receivable by the Port Authority. In computing the percentage increase in labor costs, individual increases or decreases of full hourly wage and salary rates and costs for each of the personnel categories will be computed, and the resulting percentages will be averaged to arrive at the final percentage figure. All percentages used in computation hereunder will be expressed to the nearest 1/10 of 1%, and wage and salary rates and costs will be expressed to the nearest cent.

The percentage increase in fares shall be the percentage by which the sum of the regular adult one-way fares (according to the published tariffs of The Greyhound Corporation) from New York, New York to the destination points named below in effect on December 31, 1960 is exceeded by the sum of the same fares in effect on December 31, 1967, 1972 and 1977, as the case may require: Chicago, Ill., Detroit, Mich., Miami, Fla., New Orleans, La., Norfolk, Va., St. Louis, Mo., and San Francisco, Cal.

(2) The personnel categories used in computing the full hourly wage and salary costs and expenses shall be the following: Police Officer, Lobby Information Agent I, Baggage Man I, Red Cap, Building Attendant I, Watch Engineer (air-conditioning and heating), Electrician I, Clerk I. If any of the job titles set forth above shall be changed, the new job title shall be deemed to have been substituted therefor; however, in any substitution or change the essence of the personnel category, as evidenced by the description of its duties, shall be controlling, rather than the job title, and if the functions of the job are abolished, the job title shall be eliminated from the personnel categories used. The wage and salary rates used in computations hereunder shall be the starting wage or salary for each personnel category.

(3) The fringe benefits shall include payments by the Port Authority to the New York State Employees' Retirement System, Federal Old Age Disability and Survivors' Insurance System, net premiums (i.e., premiums less dividends) for group health, major medical and life insurance programs, premiums for workmen's compensation insurance, plus any other payments made by the Port Authority for any other employee-benefit programs in existence from time to time, whether such additional programs have been instituted by the Port Authority voluntarily, by contract or pursuant to law. There shall also be included in fringe benefits any amounts paid into, reserved or set aside for self-insurance funds for benefits as referred to above.

(4) To include fringe benefits in the full hourly wage and salary rate and costs, the salary or wage rate shall be increased by a percentage which shall be equivalent to the percentage by which fringe-benefit costs and expenses enlarge the cost of all Port Authority wages and salaries constituting the basis for fringe benefits.

(5) On April 30 in 1968, in 1973 and in 1978, the Port Authority will render to the Carrier a statement setting forth starting wage and salary rates for the relevant personnel categories and data covering computation of fringe benefits. To the extent that data is available and accounting procedures permit, fringe benefits will be set forth in terms of cost and expense to the Port Authority for the next preceding calendar year. However, if such data cannot readily be developed, components of cost entering into the computation of fringe benefits for the latest preceding twelve-month period for which data is available will be used.

(6) There are attached hereto a schedule showing computations based on presently existing procedures and accounting practices of the Port Authority and a schedule of the fares in effect on December 31, 1960 to the named points.

(7) In the event this shall be attached to and become part of a lease, the word "Carrier" herein shall be deemed to mean "Lessee", and rentals payable under such lease shall be deemed included in "fees and charges".

SCHEDULE OF COMPUTATIONS OF HOURLY LABOR COSTS AS OF DECEMBER 31, 1960

Job Title	1 Number of hours normally paid for in a 2-week period	2 Bi-weekly Salary as of December 31, 1960	3 Net Cost of Fringe Benefits as a percentage of Payroll (see ff.p.)	4 Column 2 increased by percentage in Column 3	5* Column 4 divided by Column 1
Police Officer	80	$192.00	19.1%	$228.67	$2.86
Watch Engineer (Air Conditioning & Heating)	80	$219.00	12.2%	$245.72	$3.07
Electrician I	80	$199.00	12.2%	$223.28	$2.79
Lobby Information Agent I	80	$173.00	12.2%	$194.11	$2.43
Baggage Man I	80	$150.00	12.2%	$168.30	$2.10
Building Attendant I	80	$143.00	12.2%	$160.45	$2.01
Red Cap	80	$120.00	12.2%	$134.64	$1.68
Clerk I	72-1/2	$124.00	12.2%	$139.13	$1.92

* The figures in Column 5 constitute the full hourly wage and salary rates and costs as of December 31, 1960.

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COMPUTATIONS OF FRINGE BENEFITS FOR YEAR ENDING DECEMBER 31, 1960

Fringe Benefit	Net Cost to Port Authority	Payroll Base	Net Cost as a Percentage of Payroll
N.Y. State Retirement System - Police only	$ 944,997(a)	$ 5,908,448(c)	16.0%
N.Y. State Retirement System - All employees except police	$1,923,446(a)	$ 21,132,746(c)	9.1%
Federal Old Age, Disability and Survivors' Insurance	$ 573,620(b)	$ 33,762,408(d)	1.7%
Blue Cross and Blue Shield Health Insurance	$ 264,637(f)	$ 28,514,597(g)	0.9%
Major Medical Health Insurance	$ 6,281(b)	$ 32,605,913(e)	0.0%
Life Insurance	$ 2,147(b)	$ 32,605,913(e)	0.0%
Workmen's Compensation Insurance	$ 173,696(b)	$ 33,762,408(d)	0.5%
		Total for Police Employees	19.1%
		Total for all Employees except Police	12.2%

Notes:

(a) Bill received May 15, 1960 for 12-month period ending March 31, 1959.
(b) Net cost to Port Authority for calendar year 1960.
(c) Aggregate of annual salary rates of permanent employees on payroll as of March 31, 1959.
(d) Total payroll of all employees for calendar year 1960.
(e) Total payroll of all employees except temporary personnel for calendar year 1960.
(f) Net cost to Port Authority for calendar year 1959.
(g) Total payroll of all employees except temporary personnel for calendar year 1959.

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SCHEDULE OF FARES

The regular adult one-way fares in effect on December 31, 1960 (according to the published tariffs of The Greyhound Corporation) from New York, New York to the destination points named in paragraph (1) (b) of this Exhibit J are as follows:

Destination Point	Fare
CHICAGO, ILLINOIS	$ 25.95
DETROIT, MICHIGAN	21.30
MIAMI, FLORIDA	35.35
NEW ORLEANS, LOUISIANA	36.45
NORFOLK, VIRGINIA	11.20
ST. LOUIS, MISSOURI	28.45
SAN FRANCISCO, CALIFORNIA	76.20
Sum of Fares	$234.90

EXHIBIT R

SPECIAL RULES AND REGULATIONS

1. The Occupant shall use the common areas in the Terminal, including without limiting the generality thereof, all entrances, exits, passages, halls, corridors, courts, vestibules, stairways and elevators, solely for purposes of ingress and egress to and from its space and the Occupant shall not cause any obstruction of or loiter in any such common areas.

2. The Occupant shall not enter upon any court or roof area (including parking area) unless specifically so authorized by lease, permit, license or other agreement with the Port Authority.

3. No fixtures, equipment, furnishings or bulky merchandise, including without limiting the generality thereof desks, chairs, tables, safes, cabinets, shelves, business machines, fans or floor coverings shall be moved to or from the Occupant's space except during such hours as may be prescribed by the Superintendent of the Terminal. In no event will permission be granted by the said Superintendent unless the person employed or under contract to perform such moving is competent and responsible and twenty-four (24) hours' notice of the Occupant's desire to have such moving performed has been given in writing to the said Superintendent.

4. The Occupant shall not mark, drill into, paint or in any way deface any part of the Terminal.

5. The Occupant shall not cover or obstruct in any way, windows, doorways or other openings which admit light or air into the Terminal and there shall not be any cleaning of windows from outside the building.

6. The Occupant shall not place any parcel, bottle or other article on the exterior part of any window sill in the Terminal.

7. The Occupant shall not use any wash bowl, toilet, slop sink or drain, whether located in its space or elsewhere in the Terminal, for any purpose other than those for which it was designed and manufactured, and in no event shall the Occupant dispose or attempt to dispose of thereby any improper articles or substances (whether solid or liquid), including without limiting the generality thereof garbage, refuse, sweepings, rubbish, rags, ashes or litter.

8. The Occupant shall not drop or throw anything from or out of any window in the Terminal and shall not drop or throw anything into any ventilating or elevator shaftway, stairwell or other opening in the Terminal.

9. The Occupant shall not employ or contract for any person to perform general cleaning, janitorial service, window cleaning, extermination or other like service in the Terminal, unless advance notice in writing is given to the Superintendent of the Terminal as to who the proposed person is and said person is competent and responsible.

10. The Occupant shall not canvass, peddle or solicit funds in the Terminal.

11. No animals or pets of any kind whatsoever shall be brought into or kept in the Occupant's space or other part of the Terminal.

12. During such days and hours as the Terminal may not be fully open for business such as Sundays, Saturdays, holidays, late hours of the night and early hours of the morning, the Occupant shall, when entering or leaving the Terminal, if requested by a Port Authority representative, exhibit such authorization or means of identification as may from time to time be prescribed by the Port Authority or as may meet with the approval of such representative.

13. The Occupant shall not directly request any Port Authority employee to do any work or perform any service for it, but shall make all such requests to the Office of the Superintendent of the Terminal.

14. All obligations under these Rules and Regulations shall apply not only to the Occupant, but also to the Occupant's officers, members, employees, agents, representatives, contractors, customers, guests, invitees and others doing business with it and the Occupant shall require and be responsible for compliance herewith by all such persons.

15. As used in these Rules and Regulations, the following terms shall have the respective meanings given below:

(a) "Occupant" shall mean a lessee, permittee or licensee of the Port Authority at the Terminal.

(b) "Space" shall mean any area in the Terminal which an Occupant, as herein defined, has the right or privilege to use or occupy exclusively pursuant to a lease, permit, license or permission from the Port Authority.

(c) "Superintendent of the Terminal" shall mean the person or persons from time to time designated by the Port Authority to exercise the powers and functions vested in the said Superintendent pursuant to these Rules and Regulations; but until further notice from the Port Authority, it shall mean the Superintendent (or the Acting Superintendent) of the Terminal for the time being or his duly designated representative or representatives.

BTG

STATE OF NEW YORK }
COUNTY OF NEW YORK } ss.

On the 12th day of May, 1962, before me personally came S. SLOAN COLT to me known, who, being by me duly sworn, did depose and say that he resides

that he is the Chairman, the Board of The Port of New York Authority, one of the corporations described in and which executed the foregoing instrument; that he knows the seal of the said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed by order of the Board of Commissioners of the said corporation; and that he signed his name thereto by like order.

Mildred B. Bruno
(notarial seal and stamp)
MILDRED B. BRUNO
NOTARY PUBLIC, State of New York
No. 30-5497825
Qualified in Nassau County
Cert. filed in New York County
Commission Expires March 30, 1964

STATE OF NEW YORK }
COUNTY OF NEW YORK } ss.

On the 17th day of May, 1962, before me personally came M. C. Frailey to me known, who, being by me duly sworn, did depose and say that he resides at

that he is the President of The Greyhound Corporation, one of the corporations described in and which executed the foregoing instrument; that he knows the seal of the said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of the said corporation; and that he signed his name thereto by like order.

Mildred B. Bruno
(notarial seal and stamp)
MILDRED B. BRUNO
NOTARY PUBLIC, State of New York
No. 30-5497825
Qualified in Nassau County
Cert. filed in New York County
Commission Expires March 30, 1964

50

Trailer agreement

BTO 9150 Lease No. BT-G-3

THE PORT OF NEW YORK AUTHORITY
BUS TERMINAL

AGREEMENT OF LEASE

between

THE PORT OF NEW YORK AUTHORITY

and

THE GREYHOUND CORPORATION

Dated as of March 16, 1962

50

BTO-9250

Lease No. BT-G-3

THIS AGREEMENT, made as of the sixteenth day of March, 1962, by and between THE PORT OF NEW YORK AUTHORITY (hereinafter called the "Port Authority"), a body corporate and politic, created by Compact between the States of New Jersey and New York, with the consent of the Congress of the United States of America, and having an office at 111 Eighth Avenue, in the Borough of Manhattan, City, County and State of New York, and

THE GREYHOUND CORPORATION

(hereinafter called the "Lessee"), a corporation organized and existing under the laws of the State of Delaware, with an office and place of business at 140 South Dearborn Street, Chicago 3, Illinois,

whose representative is the President of Eastern Greyhound Lines Division of the Greyhound Corporation, 1400 West Third Street, Cleveland 13, Ohio

WITNESSETH THAT:

The Port Authority and the Lessee, for and in consideration of the rents, covenants and agreements hereinafter contained, mutually covenant and agree as follows:

SECTION 1. *Letting*

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The Port Authority hereby lets to the Lessee and the Lessee hereby hires and takes from the Port Authority, at the Port Authority Bus Terminal, in the Borough of Manhattan, City, County and State of New York, the space(~~s~~) as shown in diagonal hatching on the sketch(~~s~~) annexed hereto, made a part hereof and marked "Exhibit A",

together with the fixtures, improvements and other property of the Port Authority located therein or thereon, said space(s), fixtures, improvements and other property of the Port Authority being hereinafter collectively referred to as the "premises".

SECTION 2. *Term*

The term of the letting under this Agreement shall commence on April 1, 1963 and shall, unless sooner terminated, or unless extended, expire on March 31, 1983.

SECTION 3. *Rights of User by the Lessee*

The Lessee shall use the premises for the following purposes only and for no other purpose whatsoever;

as set forth in Section 37.

SECTION 4. *Basic Rental*

66

(a) The Lessee agrees to pay to the Port Authority a basic rental for the premises at the rate of Forty-five Thousand Seven Hundred Fifty Dollars and No Cents ($45,750.00) per annum, payable monthly in advance in equal installments ~~X~~ subject to adjustment to the actual square footage of ~~[illegible]~~ the premises on the commencement date, applying the 1953 Real Estate Board of New York formula for store space and an annual rate of $25 per square foot.

be or be construed to be an eviction of the Lessee or a breach of this Agreement. In the event that the Lessee has received a notice hereunder it shall deliver all or any such portion of the premises so required in the same condition as that required hereunder for the delivery of the premises on the cessation of the letting. In the event of the taking or delivery of all the premises, this Agreement and the letting hereunder shall on the day of such taking or delivery cease and expire as if that day were the date originally stated herein for the expiration of this Agreement; and, in the event of the taking or delivery of any portion of the premises, then, from and after such taking or delivery, such portion of the premises shall cease to be a part of the premises hereunder and there shall be an abatement of rental as hereinafter provided in Section 18.

(e) The Lessee, before closing and leaving the premises at any time for any period, shall close all windows therein and turn off all water taps.

(f) If the Port Authority deems it advisable for security reasons, the Lessee shall provide and its employees shall wear or carry badges or other suitable means of identification which shall be subject to the prior written approval of the Superintendent of the Terminal.

SECTION 8. *Prohibited Acts*

The Lessee shall not: (a) commit any nuisance on the premises, or do or permit to be done anything which may result in the creation or commission of a nuisance on the premises; (b) cause or permit to be caused or produced upon the premises, to permeate the same or to emanate therefrom, any unusual, noxious or objectionable smokes, gases, vapors, or odors; (c) use the premises for lodgings or sleeping purposes or for any immoral purposes; (d) install or use any radio or television set, air conditioning unit or equipment, refrigerator, heating or cooking apparatus in the premises except with the prior written approval of the Port Authority; (e) install window shades or venetian blinds on the windows of the premises unless and until the type and color of same shall have been previously approved in writing by the Port Authority; (f) do or permit to be done anything which may interfere with the effectiveness or accessibility of existing and future utilities systems or portions thereof on the premises or elsewhere at the Terminal, including therein without limitation thereto systems for the supply of heat, water hot and cold, gas, electricity and fuel and for the furnishing of fire-alarm, fire-protection, sprinkler, sewerage, drainage, air-conditioning, telephone, telegraph, tele-register, pneumatic-tube dispatch and inter-communications services, including lines, pipes, mains, wires, conduits and equipment connected with or appurtenant to all such systems, nor do or permit to be done anything which may interfere with free access and passage in the premises, elsewhere in the Terminal or in the streets and sidewalks adjacent to the Terminal; (g) do or permit to be done anything which may interfere with the effectiveness or accessibility of elevators or escalators at the Terminal, including lines, pipes, wires, conduits and equipment connected with or appurtenant thereto; (h) overload any floor in the premises; (i) place any furniture, machine or equipment over any expansion or contraction joint unless one end of such furniture, machine or equipment is free to permit expansion or contraction; (j) place any additional lock of any kind upon any window or interior or exterior door in the premises unless a key therefor is delivered to the Port Authority, nor make any change in any existing door or window lock or the mechanism thereof, except with the prior written approval of the Port Authority, and upon the expiration or sooner termination of the letting hereof, the Lessee shall surrender to the Port Authority any and all keys to interior and exterior doors on the premises, whether said keys were furnished to or were otherwise procured by the Lessee, and in the event of the loss of any keys furnished by the Port Authority to the Lessee, the Lessee shall pay to the Port Authority the cost of replacement thereof; (k) do or permit to be done any act or thing upon the premises which will invalidate or conflict with any insurance policies covering the premises or any part thereof, or the Terminal, or any part thereof, or which, in the opinion of the Port Authority, may constitute an extra-hazardous condition, so as to increase the risks normally attendant upon the operations contemplated by Section 3 hereof, and the Lessee shall promptly observe, comply with and execute the provisions of any and all present and future rules and regulations, requirements, orders and directions of the New York Board of Fire Underwriters, the New York Fire Insurance Exchange, or of any other board or organization exercising or which may exercise similar functions, which may pertain or apply to the operations of the Lessee on the premises, and the Lessee shall, subject to and in accordance with the provisions of Section 11 hereof, make any and all non-structural improvements, alterations or repairs of the premises that may be required at any time hereafter by any such present or future rule, regulation, requirement, order

(g) The parties do hereby stipulate that neither the provisions of Section 227 of the Real Property Law of the State of New York nor those of any other similar statute shall extend or apply to this Agreement.

(h) In the event of a partial or total destruction of the premises, the Lessee shall immediately remove any and all of its property and/or debris from the premises or the portion thereof destroyed and if the Lessee does not promptly so remove, the Port Authority may remove such property to a public warehouse for deposit or retain the same in its own possession and sell the same at public auction, the proceeds of which shall be applied first to the expenses of removal, storage and sale, second to any sums owed by the Lessee to the Port Authority, with any balance remaining to be paid to the Lessee; if the expenses of such removal, storage and sale shall exceed the proceeds of sale, the Lessee shall pay such excess to the Port Authority upon demand.

SECTION 10. *Indemnity*

The Lessee shall indemnify and hold harmless the Port Authority, its Commissioners, officers, agents and employees from all claims and demands of third persons including but not limited to those for death, for personal injuries, or for property damages, arising out of the use or occupancy of the premises by the Lessee or out of any of the acts or omissions of the Lessee, its officers, members, employees, agents, representatives, contractors, customers, guests, invitees and other persons doing business with it where such acts or omissions are on the premises or arising out of any acts or omissions of the Lessee, its officers, members, employees, agents and representatives where such acts or omissions are elsewhere at the Terminal.

SECTION 11. *Construction by the Lessee*

The Lessee shall not erect any structures, make any changes, alterations, improvements or do any other construction work on or to the premises, or install any fixtures in or on the premises (other than trade fixtures, removable without injury to the freehold) without the prior written approval of the Port Authority, and in the event any construction, improvement, alteration, modification, addition, repair or replacement is made without such approval, then upon reasonable notice so to do, the Lessee will remove the same, or, at the option of the Port Authority, cause the same to be changed to the satisfaction of the Port Authority. In case of any failure on the part of the Lessee to comply with such notice, the Port Authority may effect the removal or change and the Lessee shall pay the cost thereof to the Port Authority on demand.

SECTION 12. *Signs*

~~(a) Except with the prior written approval of the Port Authority, the Lessee shall not erect, maintain or display any signs or any advertising at or on the exterior parts of the premises or in the premises so as to be visible through the windows or exterior doors thereof.~~

(b) Upon the expiration or termination of the letting, the Lessee shall remove, obliterate or paint out, as the Port Authority may direct, any and all signs and advertising on the premises or elsewhere at the Terminal if pertaining to the Lessee, and in connection therewith shall restore the premises and the Terminal to the same condition as at the commencement of the letting. In the event that there is a failure by the Lessee so to remove, obliterate or paint out each and every sign or advertising and so to restore the premises and the Terminal, the Port Authority may, at its option, perform the necessary work at the expense of the Lessee, and the charge therefor shall be paid by the Lessee to the Port Authority on demand.

SECTION 13. *Services*

(a) The Port Authority shall, without additional charge, furnish heat, to an even and comfortable working temperature, during the months of October to April inclusive, to the Lessee in the premises, ~~during usual working hours on days other than Sundays and legal holidays (as fixed by the laws of the State of New York).~~

(b) The Port Authority shall, without additional charge, furnish non-exclusive toilet and washroom facilities for the employees of the Lessee.

~~(c) The Port Authority shall, without additional charge, daily (but not on Saturdays, Sundays and legal holidays (as fixed by the laws of the State of New York)) dust and clean the premises and empty waste paper baskets therein and shall also, without additional charge, periodically clean the windows of the premises but such window cleaning need not be more frequent than once a month.~~

(d) The Port Authority agrees to sell, furnish and supply to the Lessee in the premises and the Lessee agrees to take and pay the Port Authority for electricity, in reasonable quantities, for illumination (all bulbs to be supplied and installed by the Lessee) and power; said electricity to be 60 cycle, alternating current at 120 volts, to be paid for by the Lessee according to either (at the option of the Port Authority exercisable at any time and from time to time) of the following methods:

(1) to be metered by the Port Authority and to be paid for by the Lessee at the rates which

including all interest, costs damages and penalties, and the same may be added to any installment of rent thereafter due hereunder, and each and every part of the same shall be and become additional rent, recoverable by the Port Authority in the same manner and with like remedies as if it were originally a part of the basic rental as set forth in Section 4 hereof.

(b) For all purposes under this Section, and in any suit, action or proceeding of any kind between the parties hereto, any receipt showing any payment of sum or sums by the Port Authority for any work done or material furnished shall be *prima facie* evidence against the Lessee that the amount of such payment was necessary and reasonable. Should the Port Authority elect to use its own operating and maintenance staff in making any repairs, replacements, and/or alterations and to charge the Lessee with the cost of same, any time sheet of any employee of the Port Authority showing hours of labor or work allocated to any such repair, replacement and/or alteration, or any stock requisition of the Port Authority showing the issuance of materials for use in the performance thereof, shall likewise be *prima facie* evidence against the Lessee that the amount of such charge was necessary and reasonable.

SECTION 16. *Rights of Entry Reserved*

(a) The Port Authority, by its officers, employees, agents, representatives and contractors shall have the right at all reasonable times to enter upon the premises for the purpose of inspecting the same, for observing the performance by the Lessee of its obligations under this Agreement, and for the doing of any act or thing which the Port Authority may be obligated or have the right to do under this Agreement or otherwise.

(b) Without limiting the generality of the foregoing, the Port Authority, by its officers, employees, representatives, and contractors, shall have the right, for the benefit of the Lessee or for the benefit of others at the Terminal, to maintain existing and future utilities systems or portions thereof on the premises, including therein without limitation thereto systems for the supply of heat, water hot and cold, gas, electricity and fuel and for the furnishing of fire-alarm, fire-protection, sprinkler, sewerage, drainage, air-conditioning, telephone, telegraph, tele-register, pneumatic-tube dispatch and intercommunications services, and to maintain elevator and escalator systems, including lines, pipes, mains, wires, conduits and equipment connected with or appurtenant to all such systems; and to enter upon the premises at all reasonable times to make such repairs, alterations and replacements as may, in the opinion of the Port Authority, be deemed necessary or advisable and, from time to time to construct or install over, in, under or through the premises new lines, pipes, mains, wires, conduits and equipment; and to use the premises for access to other portions of the Terminal not otherwise conveniently accessible; *provided, however*, that such repair, alteration, replacement construction or access shall not unreasonably interfere with the use of the premises by the Lessee

(c) Nothing in this Section shall or shall be construed to impose upon the Port Authority any obligation so to construct or maintain or to make repairs, replacements, alterations or additions, or shall create any liability for any failure so to do

(d) At any time and from time to time during ordinary business hours within the six (6) months next preceding the expiration of the letting, the Port Authority, by its agents and employees, whether or not accompanied by prospective lessees, occupiers or users of the premises, shall have the right to enter thereon for the purpose of exhibiting and viewing all parts of the same and during such six-month period the Port Authority may place and maintain on the premises, the usual "To Let" signs, which signs the Lessee shall permit to remain without molestation.

(e) If, during the last month of the letting, the Lessee shall have removed all or substantially all the Lessee's property from the premises, the Port Authority may immediately enter and alter, renovate and redecorate the premises.

(f) No abatement of rental shall be claimed by or allowed to the Lessee by reason of the exercise of any or all of the foregoing rights by the Port Authority or others.

SECTION 17. *Condemnation*

(a) In any action or proceeding instituted by any governmental agency or agencies for the taking for a public use of any interest in all or any part of the premises, the Lessee shall not be entitled to assert any claim to any award or part thereof made or to be made

(2) By order or decree of a court the Lessee shall be adjudged bankrupt or an order shall be made approving a petition filed by any of the creditors or, if the Lessee is a corporation, by any of the stockholders of the Lessee, seeking its reorganization or the readjustment of its indebtedness under the federal bankruptcy laws or under any law or statute of the United States or of any State thereof; or

(3) A petition under any part of the federal bankruptcy laws or an action under any present or future insolvency law or statute shall be filed against the Lessee and shall not be dismissed within ~~thirty (30)~~ days after the filing thereof; or

(4) The letting hereunder or the interest or estate of the Lessee under this Agreement shall be transferred to, pass to or devolve upon, by operation of law or otherwise, any other person, firm or corporation; or

(5) The Lessee, if a corporation, shall, without the prior written approval of the Port Authority, become a possessor or merged corporation in a merger, a constituent corporation in a consolidation, or a corporation in dissolution; or

(6) The Lessee is, or the Lessees collectively are doing business as, or constitute a copartnership, and the said copartnership shall be dissolved as the result of any act or omission of its copartners or any of them, or by operation of law or the order or decree of any court having jurisdiction, or for any other reason whatsoever; or

(7) By or pursuant to, or under authority of any legislative act, resolution or rule, or any order or decree of any court or governmental board, agency or officer having jurisdiction, a receiver, trustee, or liquidator shall take possession or control of all or substantially all the property of the Lessee, and such possession or control shall continue in effect for a period of ~~fifteen (15)~~ days; or

(8) Any lien is filed against the premises because of any act or omission of the Lessee and is not removed within ten (10) days; or

(9) The Lessee shall voluntarily abandon, desert, vacate or discontinue its operations in the premises; or

(10) The Lessee shall fail duly and punctually to pay the rentals or to make any other payment required hereunder when due to the Port Authority; or

(11) The Lessee shall fail to keep, perform and observe each and every other promise, covenant and agreement set forth in this Agreement on its part to be kept, performed, or observed, within ~~ten (10)~~ days after receipt of notice of default thereunder from the Port Authority (except where fulfillment of its obligation requires activity over a period of time, and the Lessee shall have commenced to perform whatever may be required for fulfillment within ten (10) days after receipt of notice and continues such performance without interruption except for causes beyond its control);

then upon the occurrence of any such event or at any time thereafter during the continuance thereof, the Port Authority may by ~~five (5)~~ days' notice terminate the letting, such termination to be effective upon the date specified in such notice. Such right of termination and the exercise thereof shall be and operate as a conditional limitation.

(b) If any of the events enumerated in paragraph (a) of this Section shall occur prior to the letting, the Lessee shall not be entitled to enter into possession of the premises and the Port Authority upon the occurrence of any such event or at any time thereafter during the continuance thereof by twenty-four (24) hours' notice may cancel the interest of the Lessee under this Agreement, such cancellation to be effective upon the date specified in such notice.

(c) No acceptance by the Port Authority of rentals, fees, charges or other payments in whole or in part for any period or periods after a default of any of the terms, covenants and conditions to be performed, kept or observed by the Lessee shall be deemed a waiver of any right on the part of the Port Authority to terminate the letting.

(d) No waiver by the Port Authority of any default on the part of the Lessee in performance of any of the terms, covenants or conditions hereof to be performed, kept or observed by the Lessee shall be or be construed to be a waiver by the Port Authority of any other or subsequent default in performance of any of the said terms, covenants and conditions.

SECTION 26. *Surrender*

(a) The Lessee covenants and agrees to yield and deliver peaceably to the Port Authority possession of the premises on the date of the cessation of the letting, whether such cessation be by termination, expiration or otherwise, promptly and in good condition, reasonable wear excepted.

(b) The Lessee shall have the right at any time during the letting to remove its equipment, inventories, removable fixtures and other personal property from the premises. If the Lessee shall fail to remove its property on or before the termination or expiration of the letting, the Port Authority may remove such property to a public warehouse for deposit or retain the same in its own possession, and sell the same at public auction, the proceeds of which shall be applied first to the expenses of removal, storage and sale, second to any sums owed by the Lessee to the Port Authority, with any balance remaining to be paid to the Lessee; if the expenses of such removal, storage and sale shall exceed the proceeds of sale, the Lessee shall pay such excess to the Port Authority upon demand.

SECTION 27. *Acceptance of Surrender of Lease*

No agreement of surrender or to accept a surrender shall be valid unless and until the same shall have been reduced to writing and signed by the duly authorized representatives of the Port Authority and of the Lessee. Except as expressly provided in this Section, neither the doing of, nor any omission to do, any act or thing, by any of the officers, agents or employees of the Port Authority, shall be deemed an acceptance of a surrender of the letting or of this Agreement.

SECTION 28. *Brokerage*

The Lessee represents and warrants that no broker has been concerned in the negotiation of this Agreement and that there is no broker who is or may be entitled to be paid a commission in connection therewith. The Lessee shall indemnify and save harmless the Port Authority of and from any claim for commission or brokerage made by any and all persons, firms or corporations whatsoever for services in connection with the negotiation and execution of this Agreement.

SECTION 29. *Limitation of Rights and Privileges Granted*

No greater rights or privileges with respect to the use of the premises or any part thereof or with respect to the Terminal are granted or intended to be granted to the Lessee by this Agreement, or by any provision thereof, than the rights and privileges expressly granted hereby.

SECTION 30. *Notices*

All notices, requests, consents and approvals required to be given to or by either party shall be in writing, and all such notices and requests shall be personally delivered to the duly designated officer or representative of such party or delivered to the office of such officer or representative during regular business hours, or forwarded to him or to the party at such address by registered mail. The Lessee shall designate an office within the Port of New York District and an officer or representative whose regular place of business is at such office. Until further notice, the Port Authority hereby designates its Executive Director, and the Lessee designates the person named as representative on the first page hereof as their respective officers or representatives upon whom notices and requests may be served, and the Port Authority designates its office at 111 Eighth Avenue, New York 11, New York, and the Lessee designates its office at its address stated on the first page hereof, as their respective offices where notices and requests may be served.

SECTION 31. *Place of Payments*

All payments required of the Lessee by this Agreement shall be made at the office of the Treasurer of the Port Authority, 111 Eighth Avenue, New York 11, New York, or to such other officer or address as may be substituted therefor.

SECTION 32. *Quiet Enjoyment*

The Port Authority covenants and agrees that as long as it remains the owner of the Terminal, the Lessee, upon paying all rentals hereunder and performing all the covenants, conditions and provisions of this Agreement on its part to be performed, shall and may peaceably and quietly have, hold and enjoy the premises free of any act or acts of the Port

SECTION 37. Rights of User by the Lessee

The Lessee shall use the premises for the following purposes only and for no other purpose whatsoever: the sale of tickets for the transportation of passengers on bus lines operated by the Lessee (and connecting carriers); provided that the sale of tickets for transportation wholly on buses operated by others than the Lessee, whether or not connecting carriers, shall be subject to the prior and continuing approval of the Port Authority; the booking of reservations for travel accommodations; the sale of travel insurance; the providing of information; and the operation of an administrative and business office in connection with the said activities. In addition, if at any time between 7 o'clock P.M. and 7 o'clock A.M. the day following, the travel bureau operated by the Lessee under the provisions of a certain agreement of lease made between the Port Authority and the Lessee as of March 15, 1962 and bearing the Port Authority Number BT-G-2 is not open for business, the Lessee may use the premises hereunder for the purposes set forth in Section 3 - Rights of User by the Lessee, of that agreement, as such Section may be amended. All monies paid or payable to the Lessee on account of use of the premises hereunder (or of any portion of the premises) as a substitute for the travel bureau in accordance with the foregoing shall be included in the gross receipts of the Lessee under the said Agreement No. BT-G-2, for all purposes under that agreement, and as defined therein.

SECTION 38. Prior Entry for Construction

Not sooner than September 5, 1962, the Lessee may enter upon and occupy the premises, for the purpose only of preparing them for its occupancy under this Agreement, including performing the work of construction and installation of equipment. Such entry upon and use of the premises, and all work of construction and installation, shall be under and in accordance with all the terms, provisions, covenants and conditions of this Agreement except for the provisions regarding the payment of rental and the purposes of the letting, and under all the terms and provisions of an alteration permit or permits to be entered into between the Port Authority and the Lessee prior to the commencement of any work whatsoever. No work shall be done until approval thereof on behalf of the Port Authority shall have been secured. If completion of the work of construction and installation is delayed beyond April 1, 1963 by causes beyond the Lessee's control, including any labor trouble, the commencement date of the letting and the commencement of rental shall be postponed if the Lessee has diligently performed and shall continue diligently to perform the work; but notwithstanding any delay in completion from any cause whatsoever, the letting and the rental shall commence in any event no later than October 1, 1963.

SECTION 39. Reimbursement for Construction and Installation

(a) In the event the Lessee has performed in the premises work of construction and installation of equipment in accordance with Section 38 above, and in the event the letting hereunder is cancelled pursuant to the provisions of Section 17 or terminated pursuant to the provisions of Section 7(d) of this Agreement, the Port Authority shall pay the Lessee a pro rata share of the Lessee's cost of construction and installation, to be ascertained as follows: to the extent permitted by sound accounting practice, the sum of the following items of cost incurred by the Lessee for equipment and fixtures and the installation thereof and for the making of such improvements as are necessary to initially equip and improve the premises for the Lessee's operations hereunder, and to the extent that such sum does not exceed One Hundred Thousand Dollars and No Cents ($100,000.00), shall constitute the cost to be paid to the Lessee and shall constitute the cost as the same is hereinafter used:

(1) Direct labor and material costs;

(2) Contract costs for purchases and installation excluding those of the types mentioned in the following subdivision (3); and

(3) Engineering, architectural, planning, designing, financing, interest, insurance, and other overhead or carrying charges which are due for a period ending not later than the date of completion of installation of any such initial equipment, fixtures or improvements for which they are incurred, and not to exceed 20% of the total of the amounts covered by subdivisions (1) and (2) above.

(b) A statement of the cost detailing all the foregoing, including copies of invoices and contracts and certified by a responsible officer of the Lessee shall be delivered by the Lessee to the Port Authority not later than ninety (90) days after the complete supplying and installing of all such initial fixtures or equipment and the making of all such initial improvements, and the Lessee shall permit the Port Authority, by its agents, employees and representatives, at all reasonable times prior to a final settlement or determination of cost, to examine and audit the records and books of the Lessee which pertain to the cost; the Lessee agrees to keep such records and books of account during such time either within the Port of New York District or at the office of its representative stated on the first page of this Agreement; provided, however, that if the records and books of account are kept in Cleveland then the Lessee shall produce the same within the Port of New York District for examination by the Port Authority at any time and from time to time on notice from the Port Authority.

(c) The proration of cost shall be ascertained by multiplying the cost by a fraction, the numerator of which shall be the number of whole calendar months in the term of the letting as originally set forth subsequent to the effective date of termination, and the denominator of which shall be the total number of months in the term of the letting as originally set forth.

(d) Notwithstanding any other provision of this Section, in ascertaining the amount that the Port Authority shall be obligated to pay to the Lessee hereunder, the cost computed as heretofore stated shall be diminished by the amount that any part of the components of cost as stated in subdivisions (1), (2) and (3) of (a) above is burdened by liens, mortgages, other encumbrances or conditional bills of sale on such equipment, fixtures and improvements and by any other amounts whatsoever due under this Agreement from the Lessee to the Port Authority. In no event whatsoever shall cost include any expenses, outlays or charges whatsoever by or for the account of the Lessee for or in connection with any equipment or fixtures or the making of any improvements mentioned, unless said equipment, fixtures and improvements are actually and completely installed in or made to the premises.

(e) On the payment by the Port Authority of the prorated cost, all fixtures, equipment and improvements including replacements furnished by the Lessee in the premises, and all interest of the Lessee therein which have not already become the property of the Port Authority, shall be and become the property of the Port Authority and the Lessee shall execute any and all instruments necessary to transfer title and any such interest; provided, however, that the Port Authority may by notice relinquish its right to any such fixtures, equipment or improvements and in such case the provisions of Section 26 of this Agreement shall apply thereto.

SECTION 40. Operations of the Lessee

The premises are bordered on portions of three sides by areas presently used as public or semi-public corridors or means of access. The Lessee shall conduct no activity on the premises which will impede or tend to impede the flow of passenger traffic in the said areas. In addition, the Lessee shall provide sufficient trained personnel at all ticket counters so that queues forming thereat shall be as short as possible. In the event the Port Authority determines that such queues are longer than reasonable, the Lessee shall provide additional personnel. All personnel provided by the Lessee at such counters shall at all times present a neat appearance. The Lessee may keep the doors to the premises open at any time, provided, however, that the Lessee shall not permit any queue to form which extends outside the premises, but the Lessee shall not be responsible if prospective passengers refuse to abide by the Lessee's directions to abandon such exterior queue or queues.

SECTION 41. Amendments

Prior to the execution of this Agreement by either the Port Authority or the Lessee, the following changes were made in the Agreement, which it shall not be necessary physically to indicate:

(a) The final sentence of Section 6 was deleted and the following sentences were substituted in lieu thereof:

"The Port Authority agrees that except in cases of emergency it shall give notice to the Lessee of every rule or regulation hereafter adopted by it, at least ten (10) days, exclusive of Saturdays, Sundays and holidays, before the Lessee shall be required to comply therewith. The Lessee shall have the right to present its comments and objections with regard to any such rule or regulation hereafter adopted, in writing to the Port Authority. The Lessee shall use its best efforts to require its passengers, guests, invitees and others doing business with it to observe and comply with the said rules and regulations, as supplemented and amended."

(b) The word "reasonably" shall be deemed to have been inserted in the final clause of paragraph (b) of Section 7, between the word "steps" and the word "necessary".

(c) The following sentence is hereby added to paragraph (d) of the said Section 7:

"If, however, the taking or delivery of a portion only of the premises is of such a character or extent as to make the remainder of the premises unusable by the Lessee, then, if the Port Authority shall not make a suitable substitution of other premises, or shall be unable so to do, the Lessee shall have the right by notice to the Port Authority, to terminate the letting under this Agreement, as if the effective date of termination were the date originally stated herein for the expiration of the letting under this Agreement, and shall have the right further by such notice to terminate the License Agreement (defined in Section 46 of this Agreement) such termination to be effective as if the effective date of termination were the date of expiration of the License Agreement as originally set forth therein. No right of termination hereunder may be exercised by the Lessee more than thirty (30) days after the taking or delivery."

(d) Paragraph (f) of Section 9 was deleted and the following was substituted in lieu thereof:

"(f) In the event that the premises are damaged at any time subsequent to the execution of this Agreement, without fault on the part of the Lessee or of any other for whose acts or omissions the Lessee is responsible under paragraph (b) of this Section 9, so as to render the premises

unusable in whole or in part, then the Port Authority shall repair or rebuild the premises with due diligence; but if any portion of the Terminal other than the premises is so damaged, together with any part of the premises, then the Port Authority shall have an option either to proceed with due diligence to make the necessary repairs and to do the necessary rebuilding or to terminate the letting under this Agreement; its election under this option shall be communicated to the Lessee within sixty (60) days after the date of such damage; if more than half the usable area of the premises has been destroyed, and the Port Authority elects to repair or rebuild, and states that the repair or rebuilding will require more than nine (9) months' time, then the Lessee shall have an option to terminate the letting under this Agreement by notice given within fifteen (15) days after notice of the Port Authority's election. The rental hereunder shall be abated as provided in Section 18 for the period from the occurrence of the damage to the completion of repairs and rebuilding or to the effective date of termination, as the case may require."

(e) Paragraph (a) of Section 12 of this Agreement was deleted and the following was substituted in lieu thereof:

"(a) Except as required by law or governmental regulation and except with the consent of the Port Authority, the Lessee shall not erect, maintain or display any signs or any advertising at or on the exterior parts of the premises or in the premises so as to be visible through the windows or exterior doors thereof."

(f) The following were deleted from Section 13 of this Agreement: The phrase "during usual working hours on days other than Sundays and legal holidays (as fixed by the laws of the State of New York)", appearing in paragraph (a); paragraph (c) in its entirety; the word "or" appearing at the end of subparagraph (1) of subparagraph (d), and the whole of subparagraph (2) of the said paragraph (d).

(g) The sentences added by paragraph (c) of this Section to paragraph (d) of Section 7 of this Agreement shall be deemed to have been added also to paragraph (c) of Section 17 of this Agreement.

(h) A merger or consolidation shall not be a default under subparagraph (5) of paragraph (a) of Section 20 of this Agreement if it does not diminish the net worth of the Lessee by more than ten percent (10%).

(i) The word and figure "thirty (30)" appearing in subparagraph (3) of paragraph (a) of the said Section 20 were deleted and the word and figure "sixty (60)" were substituted in lieu thereof; the word and figure "fifteen (15)" appearing in subparagraph (7) of the said paragraph (a) were deleted and the word and figure "thirty (30)" were substituted in lieu thereof; the word and figure "ten (10)" appearing in the third line of subparagraph (11) of the said paragraph (a) were deleted and the word and figure "twenty (20)" were substituted in lieu thereof; and the word and figure "five (5)" appearing in the last part of the said paragraph (a) were deleted and the word and figure "thirty (30)" were substituted in lieu thereof.

SECTION 42. Labor Troubles

(a) The Lessee shall immediately give oral notice to the Port Authority (to be followed by written notices and reports) of any and all impending or existing labor complaints, troubles, disputes or controversies involving the Lessee's employees and likely to affect the operation of the Terminal or the operations of others thereat, and shall continually report to the Port Authority the progress of such and the progress of the resolution thereof.

(b) The Port Authority shall have the right, upon notice to the Lessee, to suspend the provisions of this Agreement under which the Lessee is granted the right to use the premises, in either of the following events:

(1) If the Lessee, 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 any labor trouble at the Terminal involving employees of the Port Authority or those of any other person operating at the Terminal other than the Lessee's own employees and which interferes with the operation of the Terminal, other than the Lessee's own operations, or with the operations of others at the Terminal, and if the Lessee, upon notice from the Port Authority, shall not within twelve (12) hours withdraw from the Terminal any such person or persons and any such equipment or materials specified in the notice, or rectify any such condition; or

(2) If any labor trouble of or directed against the Lessee adversely affects the operation of the Terminal by the Port Authority or the operations of others thereat, whether or not the same is due to the fault of the Lessee, and notwithstanding that the Port Authority may or may not have issued directions in connection with the same.

SECTION 43. Adjustments

All rental rates, fees and charges under this Agreement shall be adjusted as set forth in a schedule hereto attched, hereby made a part hereof and marked "Exhibit J"; provided, however, that no rentals, fees or charges computed through application of the said schedule shall become effective if they would be lower than the same rentals, fees, and charges as originally set forth in this Agreement.

SECTION 44. Postponement

(a) The Port Authority shall use due diligence in making the premises vacant and available on the commencement date of the letting under this Agreement. However, if the Terminal or the premises shall not be ready for use by the Lessee at such

date, by reason of the fact that the user thereof has not removed therefrom, or that it has not been feasible for the Port Authority to relocate such user, or by reason of any cause or condition beyond the control of the Port Authority, the Port Authority shall not be subject to any liability for the failure to make the premises available on the said date.

(b) If prior to the commencement date of the letting, the Port Authority believes that the premises will not be available on such date, the Port Authority will so notify the Lessee, such notification to be a notice of six (6) months, if feasible, or a notice of lesser duration dependent on facts then known to the Port Authority. If the factual situation on which the Port Authority has premised a notice changes, subsequent notice or notices may be given subject to the requirements of this Section. However, if the premises are not made available for use by the Lessee on or before a date six (6) months after the commencement date of the letting as set forth in this Agreement, then this Agreement shall be deemed cancelled, except that each party shall and does hereby release the other party of and from any and all claims or demands based on this Agreement or on a breach or alleged breach thereof. Unless sooner terminated, the expiration date of the letting shall be postponed from the expiration date stated in this Agreement for the same period that the commencement date of the letting shall be postponed hereunder, if at all.

SECTION 45. Administrative Recourse

(a) The parties agree that their contractual relationship shall be governed and determined by all the terms, conditions and provisions of this Agreement. However, in view of the substantial duration and the comprehensiveness of the Agreement, it may be anticipated that from time to time the Lessee will deem some action or proposed action of the Port Authority thereunder to be unwarranted or improper. To the end that the Lessee may have an opportunity to present its views and arguments with reference to any such action, on all administrative levels of the Port Authority, the following procedure is formulated and agreed upon: as soon as any matter is brought to the attention of or known to any management personnel of the Lessee (including its terminal manager and its chief dispatcher), the Lessee's New York Regional Manager within ten days of knowledge to such personnel, may request discussion of the matter with the Manager of the Bus Terminal, who shall then discuss the matter at a time fixed by mutual agreement, but not later than ten days after the request. If the Manager of the Bus Terminal does not agree with the position of the said New York Regional Manager, then within twenty days after such initial request, the President of Eastern Greyhound Lines may request such discussion with the Director of Terminals of the Port Authority, who shall then discuss the matter at a time fixed by mutual agreement, but not later than ten days after the request from the said President. If the Director of Terminals

of the Port Authority does not agree with the position of the said President, the President of The Greyhound Corporation may request such discussion with the Executive Director of the Port Authority, at a time fixed by mutual agreement, but not later than ten days after the request. In the absence of other agreement, no such discussion by the President and Executive Director shall extend beyond two weeks.

(b) The Port Authority will not take action under subparagraph (11) of paragraph (a) of Section 20 of this Agreement during the pendency of the above discussions.

(c) If any of the official positions referred to above shall be abolished or its duties substantially changed, the substitute position having substantially the same duties shall be deemed to have been referred to herein, or, if any of the said positions shall be vacant, the person performing substantially the same duties shall be deemed to be the incumbent of the said position, provided, however, that the discussions referred to shall be held by the incumbents of the positions named unless such incumbents are out of the United States.

SECTION 46. Special Termination Rights

(a) The Port Authority and the Lessee, contemporaneously with the making of this Agreement, but as of March 14, 1962, have entered into an agreement under which the Lessee, as the Carrier thereunder, is licensed to operate buses to and from the Terminal, hereinafter called "the License Agreement". In the event the Port Authority shall terminate the License Agreement under Section 16 thereof, the Port Authority shall have the right to terminate the letting under this Agreement by ten (10) days' notice, and the same shall be considered to be a termination under Section 20 of this Agreement. In the event the Lessee shall terminate the License Agreement under Section 18 thereof, the Lessee shall have the right to terminate the letting under this Agreement.

(b) In the event of termination of the License Agreement under Sections 12, 13 or 20 thereof, relating to casualty, labor troubles and condemnation, the Port Authority and the Lessee shall each have the right to terminate the letting under this Agreement by ten (10) days' notice to the other, such termination to be effective as if the effective date thereof were the date of expiration of the letting hereunder.

(c) In the event of cancellation of the License Agreement under Section 22 thereof, then the Port Authority and the Lessee shall each have the right to terminate the letting under this Agreement, and in such event each party shall and does hereby release the other party of and from any and all claims and demands based on this Agreement or on a breach or alleged breach thereof.

(d) No right of termination under this Section may be exercised more than thirty (30) days after the effective date of the particular termination or cancellation of the License Agreement referred to in the above subdivisions (a), (b) and (c).

SECTION 47. Fees Under License Agreement

Nothing contained in this Agreement shall alter, affect or diminish the obligation of the Lessee as the Carrier under the License Agreement, as set forth in Section 14 (a)(4) of the License Agreement, to pay to the Port Authority a monthly fee (which is subject to escalation). "Monies paid or payable" shall include such monies on account of tickets sold or issued at the premises under this Agreement as well as such monies on account of tickets sold or issued elsewhere at the Terminal or elsewhere in the Borough of Manhattan.

SECTION 48. Entire Agreement

This Agreement consists of the following: Sections numbered 1 through 48, and Exhibits A, J, and R. It constitutes the entire agreement of the Port Authority and the Lessee on the subject matter, and may not be changed, modified, discharged or extended except by written instrument duly executed on behalf of both the Port Authority and the Lessee. The Lessee agrees that no representations or warranties shall be binding upon the Port Authority unless expressed in writing in this Agreement.

IN WITNESS WHEREOF, the Port Authority and the Lessee have executed these presents the 17th day of May, 1962.

ATTEST:

Joseph Gerard
Secretary

THE PORT OF NEW YORK AUTHORITY

By S. Morlott

(Title) CHAIRMAN
(Seal)

ATTEST:

Merrill Buffington
Secretary

THE GREYHOUND CORPORATION

By G. C. Gailey

(Title) President
(Corporate Seal)

EXHIBIT J

FEE AND CHARGE ADJUSTMENTS

(1) (a) All fees and charges payable by the Carrier to the Port Authority under this Agreement will be increased by amounts to be determined as set forth below, based on the percentage of increase of the average hourly labor rates and costs to the Port Authority for the personnel categories hereinafter set forth, the increase being based on costs computed as of December 31, 1960. Increases of fees and charges will be effective January 1 of 1968, 1973 and 1978, being prospective for each of the five-year periods commencing on January 1, 1968 and on January 1, 1973, and for the longer period commencing January 1, 1978. The percentage of increase shall be computed on the basis of full hourly wage and salary rates and costs, and such rates and costs shall include fringe benefits as hereinafter referred to.

(b) Increases in those fees and charges which are expressed in the Agreement in sums of money shall be based on the increases of the full hourly wage and salary rates and costs computed effective December 31 of 1967, 1972 and 1977, as compared with the full hourly wage and salary rates and costs computed as of December 31, 1960. Increases in the fees and charges which are expressed in the Agreement as applications of percentages shall be based on the excess, if any, of the increases of the full hourly wage and salary rates and costs computed effective December 31 of 1967, 1972 and 1977, as compared with the full hourly wage and salary rates and costs computed as of December 31, 1960, over the percentage increase in fares, if any, in each of the same periods; such excess shall be applied to the net percentage figure (which shall be, in the case of the percentage figure set forth in Section 14(a)(4) of the License Agreement, that figure as reduced by operation of the provisions of Section 33(b) of the License Agreement) used to compute the sums receivable by the Port Authority. In computing the percentage increase in labor costs, individual increases or decreases of full hourly wage and salary rates and costs for each of the personnel categories will be computed, and the resulting percentages will be averaged to arrive at the final percentage figure. All percentages used in computation hereunder will be expressed to the nearest 1/10 of 1%, and wage and salary rates and costs will be expressed to the nearest cent.

The percentage increase in fares shall be the percentage by which the sum of the regular adult one-way fares (according to the published tariffs of The Greyhound Corporation) from New York, New York to the destination points named below in effect on December 31, 1960 is exceeded by the sum of the same fares in effect on December 31, 1967, 1972 and 1977, as the case may require: Chicago, Ill., Detroit, Mich., Miami, Fla., New Orleans, La., Norfolk, Va., St. Louis, Mo., and San Francisco, Cal.

(2) The personnel categories used in computing the full hourly wage and salary costs and expenses shall be the following: Police Officer, Lobby Information Agent I, Baggage Man I, Red Cap, Building Attendant I, Watch Engineer (air-conditioning and heating), Electrician I, Clerk I. If any of the job titles set forth above shall be changed, the new job title shall be deemed to have been substituted therefor; however, in any substitution or change the essence of the personnel category, as evidenced by the description of its duties, shall be controlling, rather than the job title, and if the functions of the job are abolished, the job title shall be eliminated from the personnel categories used. The wage and salary rates used in computations hereunder shall be the starting wage or salary for each personnel category.

(3) The fringe benefits shall include payments by the Port Authority to the New York State Employees' Retirement System, Federal Old Age Disability and Survivors' Insurance System, net premiums (i.e., premiums less dividends) for group health, major medical and life insurance programs, premiums for workmen's compensation insurance, plus any other payments made by the Port Authority for any other employee-benefit programs in existence from time to time, whether such additional programs have been instituted by the Port Authority voluntarily, by contract or pursuant to law. There shall also be included in fringe benefits any amounts paid into, reserved or set aside for self-insurance funds for benefits as referred to above.

(4) To include fringe benefits in the full hourly wage and salary rate and costs, the salary or wage rate shall be increased by a percentage which shall be equivalent to the percentage by which fringe-benefit costs and expenses enlarge the cost of all Port Authority wages and salaries constituting the basis for fringe benefits.

(5) On April 30 in 1968, in 1973 and in 1978, the Port Authority will render to the Carrier a statement setting forth starting wage and salary rates for the relevant personnel categories and data covering computation of fringe benefits. To the extent that data is available and accounting procedures permit, fringe benefits will be set forth in terms of cost and expense to the Port Authority for the next preceding calendar year. However, if such data cannot readily be developed, components of cost entering into the computation of fringe benefits for the latest preceding twelve-month period for which data is available will be used.

(6) There are attached hereto a schedule showing computations based on presently existing procedures and accounting practices of the Port Authority and a schedule of the fares in effect on December 31, 1960 to the named points.

(7) In the event this shall be attached to and become part of a lease, the word "Carrier" herein shall be deemed to mean "Lessee", and rentals payable under such lease shall be deemed included in "fees and charges".

SCHEDULE OF COMPUTATIONS OF HOURLY LABOR COSTS AS OF DECEMBER 31, 1960

Job Title	1 Number of hours normally paid for in a 2-week period	2 Bi-weekly Salary as of December 31, 1960	3 Net Cost of Fringe Benefits as a percentage of Payroll (see ff.p.)	4 Column 2 increased by percentage in Column 3	5* Column 4 divided by Column 1
Police Officer	80	$192.00	19.1%	$228.67	$2.86
Watch Engineer (Air Conditioning & Heating)	80	$219.00	12.2%	$245.72	$3.07
Electrician I	80	$199.00	12.2%	$223.28	$2.79
Lobby Information Agent I	80	$173.00	12.2%	$194.11	$2.43
Baggage Man I	80	$150.00	12.2%	$168.30	$2.10
Building Attendant I	80	$143.00	12.2%	$160.45	$2.01
Red Cap	80	$120.00	12.2%	$134.64	$1.68
Clerk I	72-1/2	$124.00	12.2%	$139.13	$1.92

* The figures in Column 5 constitute the full hourly wage and salary rates and costs as of December 31, 1960.

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COMPUTATIONS OF FRINGE BENEFITS FOR YEAR ENDING DECEMBER 31, 1960

Fringe Benefit	Net Cost to Port Authority	Payroll Base	Net Cost as a Percentage of Payroll
N.Y. State Retirement System - Police only	$ 944,997(a)	$ 5,908,448(c)	16.0%
N.Y. State Retirement System - All employees except police	$1,923,446(a)	$ 21,132,746(c)	9.1%
Federal Old Age, Disability and Survivors' Insurance	$ 573,620(b)	$ 33,762,408(d)	1.7%
Blue Cross and Blue Shield Health Insurance	$ 264,637(f)	$ 28,514,597(g)	0.9%
Major Medical Health Insurance	$ 6,281(b)	$ 32,605,913(e)	0.0%
Life Insurance	$ 2,147(b)	$ 32,605,913(e)	0.0%
Workmen's Compensation Insurance	$ 173,696(b)	$ 33,762,408(d)	0.5%
		Total for Police Employees	19.1%
		Total for all Employees except Police	12.2%

Notes:

(a) Bill received May 15, 1960 for 12-month period ending March 31, 1959.
(b) Net cost to Port Authority for calendar year 1960.
(c) Aggregate of annual salary rates of permanent employees on payroll as of March 31, 1959.
(d) Total payroll of all employees for calendar year 1960.
(e) Total payroll of all employees except temporary personnel for calendar year 1960.
(f) Net cost to Port Authority for calendar year 1959.
(g) Total payroll of all employees except temporary personnel for calendar year 1959.

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SCHEDULE OF FARES

The regular adult one-way fares in effect on December 31, 1960 (according to the published tariffs of The Greyhound Corporation) from New York, New York to the destination points named in paragraph (1) (b) of this Exhibit J are as follows:

Destination Point	Fare
CHICAGO, ILLINOIS	$ 25.95
DETROIT, MICHIGAN	21.30
MIAMI, FLORIDA	35.35
NEW ORLEANS, LOUISIANA	36.45
NORFOLK, VIRGINIA	11.20
ST. LOUIS, MISSOURI	28.45
SAN FRANCISCO, CALIFORNIA	76.20
Sum of Fares	$234.90

EXHIBIT R

SPECIAL RULES AND REGULATIONS

1. The Occupant shall use the common areas in the Terminal, including without limiting the generality thereof, all entrances, exits, passages, halls, corridors, courts, vestibules, stairways and elevators, solely for purposes of ingress and egress to and from its space and the Occupant shall not cause any obstruction of or loiter in any such common areas.

2. The Occupant shall not enter upon any court or roof area (including parking area) unless specifically so authorized by lease, permit, license or other agreement with the Port Authority.

3. No fixtures, equipment, furnishings or bulky merchandise, including without limiting the generality thereof desks, chairs, tables, safes, cabinets, shelves, business machines, fans or floor coverings shall be moved to or from the Occupant's space except during such hours as may be prescribed by the Superintendent of the Terminal. In no event will permission be granted by the said Superintendent unless the person employed or under contract to perform such moving is competent and responsible and twenty-four (24) hours' notice of the Occupant's desire to have such moving performed has been given in writing to the said Superintendent.

4. The Occupant shall not mark, drill into, paint or in any way deface any part of the Terminal.

5. The Occupant shall not cover or obstruct in any way, windows, doorways or other openings which admit light or air into the Terminal and there shall not be any cleaning of windows from outside the building.

6. The Occupant shall not place any parcel, bottle or other article on the exterior part of any window sill in the Terminal.

7. The Occupant shall not use any wash bowl, toilet, slop sink or drain, whether located in its space or elsewhere in the Terminal, for any purpose other than those for which it was designed and manufactured, and in no event shall the Occupant dispose or attempt to dispose of thereby any improper articles or substances (whether solid or liquid), including without limiting the generality thereof garbage, refuse, sweepings, rubbish, rags, ashes or litter.

8. The Occupant shall not drop or throw anything from or out of any window in the Terminal and shall not drop or throw anything into any ventilating or elevator shaftway, stairwell or other opening in the Terminal.

9. The Occupant shall not employ or contract for any person to perform general cleaning, janitorial service, window cleaning, extermination or other like service in the Terminal, unless advance notice in writing is given to the Superintendent of the Terminal as to who the proposed person is and said person is competent and responsible.

10. The Occupant shall not canvass, peddle or solicit funds in the Terminal.

11. No animals or pets of any kind whatsoever shall be brought into or kept in the Occupant's space or other part of the Terminal.

12. During such days and hours as the Terminal may not be fully open for business such as Sundays, Saturdays, holidays, late hours of the night and early hours of the morning, the Occupant shall, when entering or leaving the Terminal, if requested by a Port Authority representative, exhibit such authorization or means of identification as may from time to time be prescribed by the Port Authority or as may meet with the approval of such representative.

13. The Occupant shall not directly request any Port Authority employee to do any work or perform any service for it, but shall make all such requests to the Office of the Superintendent of the Terminal.

14. All obligations under these Rules and Regulations shall apply not only to the Occupant, but also to the Occupant's officers, members, employees, agents, representatives, contractors, customers, guests, invitees and others doing business with it and the Occupant shall require and be responsible for compliance herewith by all such persons.

15. As used in these Rules and Regulations, the following terms shall have the respective meanings given below:

(a) "Occupant" shall mean a lessee, permittee or licensee of the Port Authority at the Terminal.

(b) "Space" shall mean any area in the Terminal which an Occupant, as herein defined, has the right or privilege to use or occupy exclusively pursuant to a lease, permit, license or permission from the Port Authority.

(c) "Superintendent of the Terminal" shall mean the person or persons from time to time designated by the Port Authority to exercise the powers and functions vested in the said Superintendent pursuant to these Rules and Regulations; but until further notice from the Port Authority, it shall mean the Superintendent (or the Acting Superintendent) of the Terminal for the time being or his duly designated representative or representatives.

BTG

STATE OF NEW YORK }
COUNTY OF NEW YORK } ss.

On the 17th day of May, 1962, before me personally came S. SLOAN COLT to me known, who, being by me duly sworn, did depose and say that he resides

that he is the Chairman of the Board of The Port of New York Authority, one of the corporations described in and which executed the foregoing instrument; that he knows the seal of the said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed by order of the Board of Commissioners of the said corporation; and that he signed his name thereto by like order.

Mildred B. Bruno
(notarial seal and stamp)
MILDRED B. BRUNO
NOTARY PUBLIC, State of New York
No. 30-5497825
Qualified in Nassau County
Cert. filed in New York County
Commission Expires March 30, 1964

STATE OF NEW YORK }
COUNTY OF NEW YORK } ss.

On the 17th day of May, 1962, before me personally came M. C. Frailey to me known, who, being by me duly sworn, did depose and say that he resides at

that he is the President of The Greyhound Corporation, one of the corporations described in and which executed the foregoing instrument; that he knows the seal of the said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of the said corporation; and that he signed his name thereto by like order.

Mildred B. Bruno
(notarial seal and stamp)
MILDRED B. BRUNO
NOTARY PUBLIC, State of New York
No. 30-5497825
Qualified in Nassau County
Cert. filed in New York County
Commission Expires March 30, 1964

BT-G 4462 No. BT-G-1

AGREEMENT

BETWEEN

THE PORT OF NEW YORK AUTHORITY

AND

THE GREYHOUND CORPORATION

FOR SPACE AND SERVICES

AT

THE PORT AUTHORITY BUS TERMINAL

1962

INCLUDING SUPPLEMENTS 1 THRU 27

Agreement No. BT-G-1
Supplement No. 27

SUPPLEMENTAL AGREEMENT

THIS AGREEMENT, made as of June 1, 1983, by and between THE PORT AUTHORITY OF NEW YORK AND NEW JERSEY (hereinafter called "the Port Authority") and GREYHOUND LINES, INC. (hereinafter called "the Carrier"),

WITNESSETH, That:

WHEREAS, heretofore and as of March 14, 1962, the Port Authority entered into an agreement with The Greyhound Corporation, covering the use of space and services at the Port Authority Bus Terminal in the Borough of Manhattan, in the City, County and State of New York; and

WHEREAS, by agreement made as of March 16, 1964, among the Port Authority, The Greyhound Corporation and the Carrier, the agreement theretofore made between The Greyhound Corporation and the Port Authority as of March 14, 1962 was assigned to the Carrier; the said agreement of March 14, 1962, as the same has been heretofore amended, modified, supplemented and assigned, being hereinafter called "the License Agreement"; and

WHEREAS, the Port Authority and the Carrier desire to amend the License Agreement in certain respects;

NOW, THEREFORE, for and in consideration of the foregoing, and of the covenants and agreements herein contained, the Port Authority and the Carrier hereby agree as follows:

1. Effective from and after June 1, 1983, the Carrier shall no longer have a license to use the six (6) spaces from among the twelve (12) such spaces shown in red on Exhibit AE, as more particularly described in subdivision (ii) of subparagraph (a) of Section 2 of Supplement No. 24 to the License Agreement and from and after that date the said spaces shall no longer constitute a part of the berth space under the License Agreement.

2. As hereby amended, all the terms, provisions, covenants and conditions of the License Agreement shall continue in full force and effect.

3. The Carrier represents and warrants that no broker has been concerned in the negotiation of this Supplemental Agreement and that there is no broker who is or may be entitled to be paid a commission in connection therewith. The Carrier shall indemnify and save harmless the Port Authority of and from all claims for commission or brokerage made by any and all persons, firms or corporations whatsoever for services in connection with the negotiation and execution of this Supplemental Agreement.

4. Neither the Commissioners of the Port Authority nor any of them, nor any officer, agent or employee thereof, shall be charged personally by the Carrier under any term or provision of this Supplemental Agreement, or because of its execution or attempted execution or because of any breach, or attempted or alleged breach thereof.

5. This Supplemental Agreement, together with the License Agreement (to which it is supplementary) constitutes the entire agreement between the Port Authority and the Carrier on the subject matter, and may not be changed, modified, discharged or extended except by instrument in writing duly executed on behalf of both the Port Authority and the Carrier. The Carrier agrees that no representations or warranties shall be binding upon the Port Authority unless expressed in writing in the License Agreement or in this Supplemental Agreement.

IN WITNESS WHEREOF, the Port Authority and the Carrier have executed these presents as of the date first above written.

ATTEST:

SECRETARY

THE PORT AUTHORITY OF NEW YORK AND NEW JERSEY

By

(Title) DIRECTOR, TUNNELS, BRIDGES AND TERMINALS DEPARTMENT

(seal)

ATTEST:

Assistant Secretary

GREYHOUND LINES, INC.

By

(Title) President

(corporate seal)

Consented to this 9th day of September 1983;

THE GREYHOUND CORPORATION, Assignor,

By

(Title) President

(corporate seal)

APPROVED FOR TRANSMITTAL FORM | TERMS

Approved as to Form

Date: 9/8/83

By:

BT 62472 Ack.

STATE OF NEW YORK)
) ss.
COUNTY OF NEW YORK)

On the 18 day of Oct, 1983, before me personally came Joseph L. Vanucci to me known, who, being by me duly sworn, did depose and say that he resides at

N. Caldwell N.J.

that he is the DIRECTOR, TUNNELS, BRIDGES AND TERMINALS DEPARTMENT of The Port Authority of New York and New Jersey, one of the corporations described in and which executed the foregoing instrument; that he knows the seal of the said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed by order of the Board of Commissioners of the said corporation; and that he signed his name thereto by like order.

Louise Bourke
(notarial seal and stamp)

LOUISE BOURKE
Notary Public, State of New York
No. 24-4720354
Qualified in Kings County
Commission Expires March 30, 1984

STATE OF Arizona)
) ss.
COUNTY OF Maricopa)

On the 9th day of September, 1983, before me personally came F. Dunikoski to me known, who, being by me duly sworn, did depose and say that he resides at

that he is the President of Greyhound Lines, Inc., one of the corporations described in and which executed the foregoing instrument; that he knows the seal of the said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of the said corporation; and that he signed his name thereto by like order.

M.E. Podoji
(notarial seal and stamp)

My Commission Expires Jun. 14, 1985

SUPP. NO. 26
BT-G-1

Agreement No. BT-G-1
Supplement No. 26

SUPPLEMENTAL AGREEMENT

THIS AGREEMENT, made as of January 5, 1983, by and between THE PORT AUTHORITY OF NEW YORK AND NEW JERSEY (hereinafter called "the Port Authority") and GREYHOUND LINES, INC. (hereinafter called "the Carrier"),

WITNESSETH, That:

WHEREAS, heretofore and as of March 14, 1962, the Port Authority entered into an agreement with The Greyhound Corporation, covering the use of space and services at the Port Authority Bus Terminal, in the Borough of Manhattan, in the City, County and State of New York; and

WHEREAS, by agreement made as of March 16, 1964, among the Port Authority, The Greyhound Corporation and the Carrier, the agreement theretofore made between The Greyhound Corporation and the Port Authority as of March 14, 1962 was assigned to the Carrier, the said The Greyhound Corporation, then a Delaware corporation, having become an Arizona corporation by reason of merger, as of November 17, 1977; and the said agreement of March 14, 1962, as the same has been heretofore amended, modified, supplemented and assigned, being hereinafter called "the License Agreement"; and

WHEREAS, the Port Authority and the Carrier desire to provide for the permanent surrender of a portion of the space currently constituting the baggage space as defined in Supplement No. 24 of the License Agreement and to provide for the addition of other space as part of the baggage space under the License Agreement; and

WHEREAS, in addition to the foregoing, the Port Authority and the Carrier wish to confirm certain procedures in connection with an exercise by the Port Authority of its rights of entry under the License Agreement and to provide for the temporary recapture of portions of baggage space in order to enable the Port Authority (including its contractors and any subcontractors) to perform certain work (hereinafter sometimes called "the Work") in connection with the erection of an exterior canopy, modernization of public concourse space and performance of mechanical installations at the Facility;

NOW, THEREFORE, for and in consideration of the foregoing and of the covenants and agreements herein contained the Port Authority and the Carrier hereby agree as follows:

1. As used herein the term:

(a) "First Recapture Date" shall mean the date specified by the Port Authority in a notice to the Carrier as the date upon which the Port Authority (including its contractors and any subcontractors) will enter the Space for the purpose of performing part of the Work and will also temporarily recapture the space (hereinafter in this Agreement referred to as the "First Temporarily Recaptured Space") shown in diagonal hatching and colored in blue on the Exhibit attached hereto as Exhibit A-12 and hereby made a part hereof, such date to be no earlier than the fifth day following the giving of such notice;

(b) "Second Recapture Date" shall mean the date specified by the Port Authority in a notice to the Carrier as the date upon which the Port Authority (including its contractors and any subcontractors) will temporarily recapture the space (hereinafter in this Agreement referred to as the "Second Temporarily Recaptured Space") shown in diagonal hatching and colored in yellow on Exhibit A-12, such date to be no earlier than the fifth day following the giving of such notice;

(c) "New Baggage Space" shall mean the space shown in diagonal cross-hatching on Exhibit A-12;

(d) "Old Baggage Space" shall mean the space shown in horizontal hatching on Exhibit A-12 hereof;

(e) "First Space Completion Date" shall mean the date specified by the Port Authority in a notice to the Carrier as the date upon which the First Temporarily Recaptured Space shall once again become part of the baggage space under the License Agreement, such date to be no earlier than the fifth day following the giving of such notice by the Port Authority;

(f) "Second Space Completion Date" shall mean the date specified by the Port Authority in a notice to the Carrier as the date upon which the Second Temporarily Recaptured Space shall once again become part of the baggage space under the License Agreement, such date to be no earlier than the fifth day following the giving of such notice by the Port Authority;

(g) "Work Period" shall mean the period beginning with and including the First Recapture Date and ending with and including the First Space or Second Space Completion Date, whichever is later.

2. The New Baggage Space shall become a part of the baggage space under the License Agreement effective at 12:01 o'clock A.M. on the First Space Completion Date. The Carrier shall take the New Baggage Space in its "as is" condition.

3. The Old Baggage Space shall cease to be a part of the baggage space under the License Agreement effective at 12:01 o'clock A.M. on the First Recapture Date. The Carrier shall remove all personal property of the Carrier from the Old Baggage Space prior to the First Recapture Date.

4. (a) Subject to the adjustment provided for in paragraph (b) of Section 5 of Supplement No. 24 of the License Agreement, (i) for the period commencing with the First Recapture Date and ending with the First Space Completion Date, the fee payable by the Carrier for the portion of the baggage space measured as provided in Section 4(b) of Supplement No. 24 of the License Agreement shall be at the annual rate of Fourteen Thousand Two Hundred Twenty Dollars and No Cents ($14,220.00); and (ii) for the period commencing on the day following the First Space Completion Date and for the balance of the License Agreement, said fee shall be at the annual rate of Fourteen Thousand Seven Hundred Dollars and No Cents ($14,700.00).

(b) For each day occurring during the Work Period the Carrier shall be entitled to a reduction of the fee for baggage space provided for in paragraph (a) above (as the same may have been increased in accordance with paragraph (b) of Section 5 of Supplement No. 24 of the License Agreement) equal to the product obtained by multiplying the figure

$0.01369 by the number of square feet actually temporarily recaptured on said day pursuant to the provisions of this Agreement, said number to be determined by measurement. No reduction on account of the Temporarily Recaptured Space shall be subtracted from the annual rate provided for in paragraph (a) above for purposes of computing the adjustment of said fee required by paragraph (b) of Section 5 of Supplement No. 24.

5. Each portion of the Temporarily Recaptured Space shall temporarily cease to be a part of the baggage space under the License Agreement effective at 12:01 o'clock A.M. on the applicable Recapture Date; each portion of the Temporarily Recaptured Space shall again become part of the baggage space under the License Agreement at 12:01 o'clock A.M. on the day following the applicable Completion Date.

6. The Port Authority has advised the Carrier that it will exercise in the near future its right to enter the Space as defined in paragraph (d) of Section 2 of Supplement No. 24 of the License Agreement for the purpose of performing the Work. Without limiting the generality of the foregoing, performance of the Work will require ingress and egress from the Space during the Work Period on a daily basis. The Carrier has no objection to the exercise of such right of entry. The Port Authority and the Carrier agree that the Port Authority will observe the following procedures in connection with said right of entry:

(i) Upon entering the Space, after the First Recapture Date the Port Authority's contractor(s) shall perform initial preparatory work which will consist of the removal of certain walls (as shown in green color on Exhibit A-12) and the erection of a floor to ceiling partition roughly along the line shown in red on Exhibit A-12 hereof, except that the partition on the perimeter of the Second Temporarily Recaptured Space shall be erected following the Second Recapture Date;

(ii) Following the First Space Completion Date the Port Authority's contractor(s) will remove the temporary partition (other than the partition on the perimeter of the Second Temporarily Recaptured Space) and restore the First Temporarily Recaptured Space to the condition prior to the erection of such partition;

(iii) Following the Second Space Completion Date, the Port Authority's contractor(s) will remove the temporary partition on the perimeter of the Second Temporarily Recaptured Space and restore said Space to the condition prior to the erection of such partition;

(iv) The Port Authority shall, upon the request of the Carrier, provide a single guard for such periods during the Work Period as may be requested by the Carrier.

7. The Carrier hereby consents in advance to the temporary recapture of any additional baggage space which may be required during the Work Period, the baggage fee to be further reduced in the event of such additional recapture in accordance with the same formula used for determining the reduction for the other Temporarily Recaptured Space. The Carrier understands and agrees that the walls shown in green on Exhibit A-12 shall not be rebuilt or replaced in any way following their removal.

8. As hereby amended, all the terms, provisions, covenants and conditions of the License Agreement shall continue in full force and effect.

9. The Carrier represents and warrants that no broker has been concerned in the negotiation of this Supplemental Agreement and that there is no broker who is or may be entitled to be paid a commission in connection therewith. The Carrier shall indemnify and save harmless the Port Authority of and from all claims for commission or brokerage made by any and all persons, firms or corporations whatsoever for services in connection with the negotiation and execution of this Supplemental Agreement.

10. Neither the Commissioners of the Port Authority nor any of them, nor any officer, agent or employee thereof, shall be charged personally by the Carrier under any term or provision of this Supplemental Agreement, or because of its execution or attempted execution or because of any breach, or attempted or alleged breach thereof.

11. This Supplemental Agreement, together with the License Agreement (to which it is supplementary) constitutes the entire agreement between the Port Authority and the Carrier on the subject matter, and may not be changed, modified, discharged or extended except by instrument in writing duly executed on behalf of both the Port

Authority and the Carrier. The Carrier agrees that no representations or warranties shall be binding upon the Port Authority unless expressed in writing in the License Agreement or in this Supplemental Agreement.

IN WITNESS WHEREOF, the Port Authority and the Carrier have executed these presents as of the date first above written.

ATTEST:

Secretary

THE PORT AUTHORITY OF NEW YORK AND NEW JERSEY

By

(Title) DIRECTOR, TUNNELS, BRIDGES AND TERMINALS DEPARTMENT

(Seal)

ATTEST:

Assistant Secretary

GREYHOUND LINES, INC.

By

(Title) President

(Corporate Seal)

Approved as to Form

Date: 3/25/83

By: al Conn

Consented to this 30th day of March, 1983;

THE GREYHOUND CORPORATION
(an Arizona corporation)
Assignor

By

(Title) President

(Corporate Seal)

APPROVED FOR TRANSMITTAL

FORM	TERMS

FORM XLD—Ack., N.Y.

STATE OF NEW YORK
COUNTY OF NEW YORK } ss.

On the 26 day of May, 19 83 before me personally came Joseph L. Vantone to me known, who, being by me duly sworn, did depose and say that he resides at _____;

that he is the DIRECTOR, TUNNELS, BRIDGES AND TERMINALS DEPARTMENT of The Port Authority of New York and New Jersey, (one of) the corporations described in and which executed the foregoing instrument; that he knows the seal of the said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed by order of the Board of Commissioners of the said corporation; and that he signed his name thereto by like order.

Louise Bourke
(notarial seal and stamp)
LOUISE BOURKE
Notary Public, State of New York
No. 24-4720354
Qualified in Kings County
Commission Expires March 30, 19 84

STATE OF ARIZONA
COUNTY OF MARICOPA } ss.

On the 30th day of March, 19 83 before me personally came F. Dunikoski and F. L. Nageotte to me known, who, being by me duly sworn, did depose and say that ~~he resides at~~ they reside in _____;

that ~~he is the~~ they are President of ~~President of~~ Greyhound Lines, Inc. and The Greyhound ~~Greyhound Lines, Inc.~~ Corporation, respectively one of the corporations described in and which executed the foregoing instrument; that he knows the seal of the said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of the said corporation; and that he signed his name thereto by like order.

M. E. Podoski
(notarial seal and stamp)
My Commission Expires Jun. 14, 1985

~~STATE OF~~
COUNTY OF } ss.

On the _____ day of _____, 19____, before me personally came _____ to me known and known to me to be the individual described in and who executed the foregoing instrument, and acknowledged to me that he executed the same.

(notarial seal and stamp)

Agreement No. BT-G-1
Supplement No. 25

SUPPLEMENTAL AGREEMENT

THIS AGREEMENT, made as of May 21, 1981, by and between THE PORT AUTHORITY OF NEW YORK AND NEW JERSEY (hereinafter called "the Port Authority") and GREYHOUND LINES, INC. (hereinafter called "the Carrier"),

WITNESSETH, That:

WHEREAS, heretofore and as of March 14, 1962, the Port Authority entered into an agreement with The Greyhound Corporation, covering the use of space and services at the Port Authority Bus Terminal, in the Borough of Manhattan, in the City, County and State of New York; and

WHEREAS, by agreement made as of March 16, 1964, among the Port Authority, The Greyhound Corporation and the Carrier, the agreement theretofore made between The Greyhound Corporation and the Port Authority as of March 14, 1962 was assigned to the Carrier, the said The Greyhound Corporation, then a Delaware corporation, having become an Arizona corporation by reason of merger, as of November 17, 1977; and the said agreement of March 14, 1962, as the same has been heretofore amended, modified, supplemented and assigned, being hereinafter called "the License Agreement"; and

WHEREAS, the Port Authority and the Carrier desire to further amend the License Agreement;

NOW, THEREFORE, for and in consideration of the covenants and mutual agreements herein contained, the Port Authority and the Carrier hereby agree as follows:

1. The Port Authority and the Carrier hereby acknowledge that effective at 12:01 o'clock A.M. on May 21, 1981, the area shown in diagonal hatching on Exhibit AE attached to Supplement No. 24 became a part of the baggage space under the License Agreement in place of the area shown in stipple on Exhibit AE, except that the space shown in diagonal crosshatching on Exhibit AE-1 attached to and hereby made a part of this Supplemental Agreement shall be deemed deleted from the said area shown in diagonal hatching on Exhibit AE and it shall not become a part of the baggage space under the License Agreement.

2. Effective at 12:01 o'clock A.M. on May 21, 1981, the space shown in diagonal hatching on Exhibit A-11 attached to and made a part of this Supplemental Agreement shall become

a part of the baggage space under the License Agreement and shall constitute part of the Space thereunder.

3. The Port Authority and the Carrier hereby acknowledge that the fee payable by the Carrier for the use of the portion of the baggage space measured as provided in Section 4(b) of Supplement No. 24 during the period from September 30, 1980 (which was the Space Shift Date under Supplement No. 24) through May 20, 1981 was at the annual rate of Eleven Thousand Three Hundred Ninety Dollars and No Cents ($11,390.00). From and after May 1, 1981 the fee payable by the Carrier for the portion of the baggage space measured as provided in Section 4(b) of Supplement No. 24 shall be at the annual rate of Fifteen Thousand One Hundred Twenty Dollars and No Cents ($15,120.00).

4. As hereby amended, all the terms, provisions, covenants and conditions of the License Agreement shall continue in full force and effect.

5. The Carrier represents and warrants that no broker has been concerned in the negotiation of this Supplemental Agreement and that there is no broker who is or may be entitled to be paid a commission in connection therewith. The Carrier shall indemnify and save harmless the Port Authority of and from all claims for commission or brokerage made by any and all persons, firms or corporations whatsoever for services in connection with the negotiation and execution of this Supplemental Agreement.

6. Neither the Commissioners of the Port Authority nor any of them, nor any officer, agent or employee thereof, shall be charged personally by the Carrier under any term or provision of this Supplemental Agreement, or because of its execution or attempted exécution or because of any breach, or attempted or alleged breach thereof.

7. This Supplemental Agreement, together with the License Agreement (to which it is supplementary) constitutes the entire agreement between the Port Authority and the Carrier on the subject matter, and may not be changed, modified,

discharged or extended except by instrument in writing duly executed on behalf of both the Port Authority and the Carrier. The Carrier agrees that no representations or warranties shall be binding upon the Port Authority unless expressed in writing in the License Agreement or in this Supplemental Agreement.

IN WITNESS WHEREOF, the Port Authority and the Carrier have executed these presents as of the date first above written.

ATTEST:

SECRETARY

THE PORT AUTHORITY OF NEW YORK AND NEW JERSEY

By

(Title) DIRECTOR, TUNNELS, BRIDGES AND TERMINALS DEPARTMENT

(seal)

Approved as to
Date: 9/4/81
By:

ATTEST:

Assistant Secretary

GREYHOUND LINES, INC.

By

(Title) President

(corporate seal)

Consented to this 4th day of September, 1981 ;

THE GREYHOUND CORPORATION, (an Arizona corporation) Assignor,

By

(Title) Vice Chairman

(corporate seal)

APPROVED FOR TRANSMITTAL

FORM	TERMS

FORM EWT - Assignment
10/13/70

STATE OF NEW YORK)
) ss.
COUNTY OF NEW YORK)

On the 22 day of Sept, 1981, before me came Joseph L Vanacore, to me known, who, being by me duly sworn, did depose and say that he resides at

that he is the DIRECTOR, TUNNELS, BRIDGES AND TERMINALS DEPARTMENT of THE PORT OF NEW YORK AUTHORITY, the corporation described in, and which executed the foregoing instrument; that he knows the seal of the said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed by order of the Commissioners of the said corporation; and that he signed his name thereto by like order.

Louise Bourke

LOUISE BOURKE
Notary Public, State of New York
No. 24-4720354
Qualified in Kings County
Commission Expires March 30, 1982

STATE OF ARIZONA)
) ss.
COUNTY OF MARICOPA)

On the 4th day of September, 1981, before me personally came

to me known, who, being by me duly sworn, did depose and say, that he resides

that he is the President of GREYHOUND LINES, INC.
the corporation described in and which executed the foregoing instrument; that he knows the seal of the said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of the said corporation; and that he signed his name thereto by like order.

Yvonne M Parker

My Commission Expires Nov. 6, 1982

STATE OF)
) ss.
COUNTY OF)

On the day of , 19 , before me personally came

to me known, who, being by me duly sworn, did depose and say, that he resides

that he is the of
the corporation described in and which executed the foregoing instrument; that he knows the seal of the said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of the said corporation; and that he signed his name thereto by like order.

Agreement No. BT-G-1
Supplement No. 25

SUPPLEMENTAL AGREEMENT

THIS AGREEMENT, made as of May 21, 1981, by and between THE PORT AUTHORITY OF NEW YORK AND NEW JERSEY (hereinafter called "the Port Authority") and GREYHOUND LINES, INC. (hereinafter called "the Carrier"),

WITNESSETH, That:

WHEREAS, heretofore and as of March 14, 1962, the Port Authority entered into an agreement with The Greyhound Corporation, covering the use of space and services at the Port Authority Bus Terminal, in the Borough of Manha-tan, in the City, County and State of New York; and

WHEREAS, by agreement made as of March 16, 1964, among the Port Authority, The Greyhound Corporation and the Carrier, the agreement theretofore made between The Greyhound Corporation and the Port Authority as of March 14, 1962 was assigned to the Carrier, the said The Greyhound Corporation, then a Delaware corporation, having become an Arizona corporation by reason of merger, as of November 17, 1977; and the said agreement of March 14, 1962, as the same has been heretofore amended, modified, supplemented and assigned, being hereinafter called "the License Agreement"; and

WHEREAS, the Port Authority and the Carrier desire to further amend the License Agreement;

NOW, THEREFORE, for and in consideration of the covenants and mutual agreements herein contained, the Port Authority and the Carrier hereby agree as follows:

1. The Port Authority and the Carrier hereby acknowledge that effective at 12:01 o'clock A.M. on May 21, 1981, the area shown in diagonal hatching on Exhibit AE attached to Supplement No. 24 became a part of the baggage space under the License Agreement in place of the area shown in stipple on Exhibit AE, except that the space shown in diagonal crosshatching on Exhibit AE-1 attached to and hereby made a part of this Supplemental Agreement shall be deemed deleted from the said area shown in diagonal hatching on Exhibit AE and it shall not become a part of the baggage space under the License Agreement.

2. Effective at 12:01 o'clock A.M. on May 21, 1981, the space shown in diagonal hatching on Exhibit A-11 attached to and made a part of this Supplemental Agreement shall become

a part of the baggage space under the License Agreement and shall constitute part of the Space thereunder.

3. The Port Authority and the Carrier hereby acknowledge that the fee payable by the Carrier for the use of the portion of the baggage space measured as provided in Section 4(b) of Supplement No. 24 during the period from September 30, 1980 (which was the Space Shift Date under Supplement No. 24) through May 20, 1981 was at the annual rate of Eleven Thousand Three Hundred Ninety Dollars and No Cents ($11,390.00). From and after May 1, 1981 the fee payable by the Carrier for the portion of the baggage space measured as provided in Section 4(b) of Supplement No. 24 shall be at the annual rate of Fifteen Thousand One Hundred Twenty Dollars and No Cents ($15,120.00).

4. As hereby amended, all the terms, provisions, covenants and conditions of the License Agreement shall continue in full force and effect.

5. The Carrier represents and warrants that no broker has been concerned in the negotiation of this Supplemental Agreement and that there is no broker who is or may be entitled to be paid a commission in connection therewith. The Carrier shall indemnify and save harmless the Port Authority of and from all claims for commission or brokerage made by any and all persons, firms or corporations whatsoever for services in connection with the negotiation and execution of this Supplemental Agreement.

6. Neither the Commissioners of the Port Authority nor any of them, nor any officer, agent or employee thereof, shall be charged personally by the Carrier under any term or provision of this Supplemental Agreement, or because of its execution or attempted execution or because of any breach, or attempted or alleged breach thereof.

7. This Supplemental Agreement, together with the License Agreement (to which it is supplementary) constitutes the entire agreement between the Port Authority and the Carrier on the subject matter, and may not be changed, modified,

discharged or extended except by instrument in writing duly executed on behalf of both the Port Authority and the Carrier. The Carrier agrees that no representations or warranties shall be binding upon the Port Authority unless expressed in writing in the License Agreement or in this Supplemental Agreement.

IN WITNESS WHEREOF, the Port Authority and the Carrier have executed these presents as of the date first above written.

ATTEST:

THE PORT AUTHORITY OF NEW YORK AND NEW JERSEY

_____

By _____

(Title) _____
(seal)

ATTEST:

Assistant Secretary

GREYHOUND LINES, INC.

Approved as
Date: 9/4/81
By:

By _____

(Title) President
(corporate seal)

Consented to this day
of 1981 ;

THE GREYHOUND CORPORATION, (an Arizona corporation) Assignor,

By _____

(Title) Vice Chairman
(corporate seal)

FORM EWT - Assignment,
10/13/70

STATE OF NEW YORK)
) ss.
COUNTY OF NEW YORK)

On the day of , 1981, before me came
, to me known, who, being by me duly sworn, did depose and say that he resides at

that he is the of THE PORT OF NEW YORK AUTHORITY, the corporation described in, and which executed the foregoing instrument; that he knows the seal of the said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed by order of the Commissioners of the said corporation; and that he signed his name thereto by like order.

STATE OF ARIZONA)
) ss.
COUNTY OF MARICOPA)

On the 4th day of September , 1981, before me personally came

to me known, who, being by me duly sworn, did depose and say, that he resides

that he is the President of GREYHOUND LINES, INC.
the corporation described in and which executed the foregoing instrument; that he knows the seal of the said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of the said corporation; and that he signed his name thereto by like order.

Yvonne M Parker
My Commission Expires Nov. 6, 1982

STATE OF)
) ss.
COUNTY OF)

On the day of , 19 , before me personally came

to me known, who, being by me duly sworn, did depose and say, that he resides

that he is the of
the corporation described in and which executed the foregoing instrument; that he knows the seal of the said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of the said corporation; and that he signed his name thereto by like order.

SUPP. NO. 24
BT-G-1

Agreement No. BT-G-1
Supplement No. 24

SUPPLEMENTAL AGREEMENT

THIS AGREEMENT, made as of November 10, 1978, by and between THE PORT AUTHORITY OF NEW YORK AND NEW JERSEY (hereinafter called "the Port Authority") and GREYHOUND LINES, INC. (hereinafter called "the Carrier"),

WITNESSETH, That:

WHEREAS, heretofore and as of March 14, 1962, the Port Authority entered into an agreement with The Greyhound Corporation, covering the use of space and services at the Port Authority Bus Terminal in the Borough of Manhattan, in the City, County and State of New York; and

WHEREAS, by agreement made as of March 16, 1964, among the Port Authority, The Greyhound Corporation and the Carrier, the agreement theretofore made between The Greyhound Corporation and the Port Authority as of March 14, 1962 was assigned to the Carrier, the said The Greyhound Corporation, then a Delaware corporation, having become an Arizona corporation by reason of merger, as of November 17, 1977; and the said agreement of March 14, 1962, as the same has been heretofore amended, modified, supplemented and assigned, being hereinafter called "the License Agreement"; and

WHEREAS, the Port Authority is constructing an extension of the Port Authority Bus Terminal, contiguous thereto and lying to the north thereof, which said extension is hereinafter called "the Extension" and which, when completed, shall, together with the Port Authority Bus Terminal as heretofore existing, constitute the Port Authority Bus Terminal, so that, except where the context may require a different interpretation, "Terminal" as used in this Agreement shall mean the existing Port Authority Bus Terminal and the Extension collectively; and

WHEREAS, the Port Authority and the Carrier desire to shift certain operations of the Carrier to the Extension and to make amendments in the License Agreement;

NOW, THEREFORE, for and in consideration of the foregoing, and of the covenants and agreements herein contained, the Port Authority and the Carrier hereby agree as follows:

1. The effective period under the License Agreement is hereby extended to expire on April 30, 1994, except that it shall terminate with any earlier termination of the License Agreement, as amended by this Supplemental Agreement.

2. Notwithstanding the provisions of Section 2 of the License Agreement as heretofore amended, as of the close of business on the day before a date which shall be determined (as hereinafter set forth) by its relation to the completion of construction of the Extension, which date as so determined is hereinafter called "the Space Shift Date", the Space under the License Agreement as set forth in Section 2 of the License Agreement as the said Section 2 has been heretofore amended, shall cease to be the Space under the License Agreement, and in lieu thereof the Port Authority hereby grants to the Carrier, effective on the Space Shift Date, a license to use space at the Terminal as follows:

(a)(i) On the portion of the Lower Bus Level contained within the Extension, the spaces for buses shown in red on a plan hereto attached, hereby made a part hereof, and marked "Exhibit A-12", together with the gates and the platform area abutting such spaces also shown in red on Exhibit A-12, the said gates being numbered 201-226; and

(ii) on the Lower Bus Level of the original Terminal shown on a sketch hereto attached, hereby made a part hereof and marked "Exhibit AE", six (6) spaces for buses to be assigned from time to time by the Manager, from among the twelve (12) such spaces shown in red on Exhibit AE, together with those portions of the platform gates area abutting thereon also shown in red on Exhibit AE abutting the particular bus spaces as assigned from time to time, together with their gates.

(iii) All such bus spaces and the related gates and platform areas are hereinafter collectively called "the berth space", and shall constitute the berth space under the License Agreement, on and after the Space Shift Date; in the case of the spaces shown on Exhibit AE, the spaces shall be part of the berth space only to the extent and when they are designated by the Manager. The Carrier shall permit access across the space shown in red on Exhibit A-12, to the Port Authority, its lessees, permittees, sublessees,

contractors and persons doing business with any of them, for the supply of consumer-service and other operations intended to be conducted in areas at the Terminal not licensed to the Carrier; provided that in making use of such right of access the Port Authority and others hereinabove entitled shall not unreasonably interfere with the operations of the Carrier.

(b) The space consisting of the booths shown in blue on Exhibit A-12, hereinafter collectively called "the dispatcher's booth space", shall constitute the dispatcher's booth space under the License Agreement, on and after the Space Shift Date.

(c) The following shall constitute the baggage space under the License Agreement as amended by this Supplemental Agreement, and wherever in this Supplemental Agreement the term: "the baggage space" is used it shall mean and include all of the following:

(i) That portion of the space in the original Terminal the use of which is licensed to the Carrier under the License Agreement as of the date of this Supplemental Agreement which is shown in stipple on Exhibit AE;

(ii) The area in the Extension in the portion thereof called "the subway mezzanine" shown in diagonal crosshatching on a sketch hereto attached, hereby made a part hereof and marked "Exhibit A-13", together with the area in the said subway mezzanine shown in diagonal hatching on Exhibit A-13 and the area in the said subway mezzanine shown as a shaded area on Exhibit A-13;

(iii) The area shown in diagonal hatching on Exhibit A-12; and

(iv) The area shown in diagonal hatching on Exhibit AE; the use of which shall be as set forth in (v) below.

(v) If on or before the Space Shift Date the Port Authority shall notify the Carrier that on the Space Shift Date the area shown in diagonal hatching on Exhibit AE will be available for use by the Carrier, then the same shall be part of the baggage space under the License Agreement as of the Space Shift Date. If at any time after the Space Shift Date but prior to April 30, 1983, the Port Authority shall by one hundred eighty (180) days' notice notify the Carrier that said area is available to the Carrier, then on the effective date of such notice the said area shall become and thereafter be part of the baggage space under the License Agreement. The area described in subdivision (i) of this paragraph shall in any event cease to be a part of the baggage space under the License Agreement on the date the area shown in diagonal hatching on Exhibit AE becomes part of the baggage space, and the Carrier shall thereupon relinquish possession of the portion of the baggage space described in the said subdivision (i) and vacate the same, removing therefrom all property belonging to the Carrier or for which the Carrier is responsible. The Carrier shall have on whatever date it relinquishes such portion of the baggage space, the rights, obligations and liabilities arising upon expiration of the License Agreement, except it shall not be required to restore the said space.

(d) All space the use of which is licensed under paragraphs (a), (b) and (c) of this Section 1 is hereinafter called collectively "the Space" and all of the same shall, on and after the Space Shift Date, or such other date as may be required under subdivision (v) of paragraph (c) above, constitute the Space under the License Agreement, in lieu of all space theretofore licensed to the Carrier under the License Agreement, and the Carrier shall have

all the rights in connection therewith set forth in the License Agreement, including the right of exclusive use set forth in Section 2(a)(3) of the License Agreement as the same may be amended; provided, however, that as to the berth space shown on Exhibit AE, and the adjoining platform space, the Carrier shall have rights of user only in common with other carriers.

(e) As to all space at any time included in the Space under the License Agreement as amended by this Supplemental Agreement, on which the Carrier has performed any work of construction or alteration, whether or not under an alteration permit or other express agreement with the Port Authority, the Carrier shall, on relinquishing such space, whether at the expiration of the effective period or at any earlier time, restore the space to its condition prior to such work of construction or alteration, unless notified to the contrary by the Port Authority; provided, however, that the Carrier shall have no obligation of restoration with relation to Berth 21 and the platform area related thereto or with relation to destination signs erected on the concourse.

3. (a) The Port Authority shall do or cause to be done certain construction work (hereinafter called "the Port Authority Construction") being all that work described and set forth in a schedule hereto attached, hereby made a part hereof, and marked "Exhibit EC", which consists of Part I and Part II, so labeled.

(b) It has been estimated that the Port Authority Construction will be substantially completed on or before November 1, 1979; the said date is hereinafter called "the estimated completion date" and shall also be the Space Shift Date if the Chief Engineer of the Port Authority (hereinafter called "the Engineer") shall certify to the Carrier on or before October 19, 1979 that the Port Authority Construction is substantially complete. The Engineer shall not provide such a certificate unless it can be accompanied by a certificate of substantial completion of the new vehicular underpass intended as a portion of the access way between the Terminal and the Lincoln Tunnel. If in the opinion of the Engineer the Port Authority Construction will be substantially completed prior to the estimated completion date, the Port Authority may notify the Carrier of such determination by such notice or notices as the Port Authority may give to the Carrier from time to time and the estimated completion date shall be advanced to the date specified in the last of such notices. If the performance of any part or all of the Port Authority Construction is delayed, interrupted or rendered impossible for any reason whatsoever, including but not limited to causes or conditions beyond the control of the Port Authority, so that in the opinion of the Engineer the Port Authority Construction will not be completed by the estimated completion date, the Port Authority shall have the right to postpone the estimated completion date in accordance

with such notice or notices as the Port Authority may give to the Carrier from time to time either before or after the estimated completion date and in such event the estimated completion date shall be postponed as provided in the last of such notices. If after the giving of any notice advancing or postponing the estimated completion date, the Engineer revises the estimated completion, the Port Authority shall have the right, by such notice or notices as it may give to the Carrier from time to time, further to advance or to postpone the estimated completion date. In the event the Port Authority shall give one or more of any of the abovementioned notices, then the Space Shift Date shall be the tenth day after the Engineer shall provide to the Carrier a certificate that the Port Authority Construction is substantially completed, accompanied or preceded by a certificate of substantial completion of the vehicular underpass intended as a portion of the access way between the Terminal and the Lincoln Tunnel. The Carrier shall have no right or claim for damages against the Port Authority or any of its contractors or subcontractors on account of delay in construction or postponement of the Space Shift Date and no such delay or any postponement shall in any way affect the validity of the License Agreement or of this Supplemental Agreement. However, in the event that the Port Authority Construction has not been substantially completed, so that the Engineer has not been able on or before January 5, 1981 to certify such completion to the Carrier, then either the Port Authority or the Carrier may terminate this Supplemental Agreement by notice to the other party, to be given within sixty (60) days after that date. Termination hereunder shall have the same force and effect as if this Supplemental Agreement had not been made, and the License Agreement shall in such event continue without modification or amendment arising out of this Supplemental Agreement.

(c) In order to expedite the Port Authority Construction and the use of the Extension by the Carrier, the Port Authority and the Carrier have agreed to enter into this binding agreement before the construction plans and specifications have been fully developed and at a time when the availability of materials and labor cannot be determined. The Port Authority, acting through the Engineer, shall have the right to effect changes in the design and construction and to substitute materials and methods other than as set forth in Exhibit EC, and otherwise to take all steps which in the opinion of the Engineer are necessary or desirable in order to complete an

improvement having substantially the same character and utility as the improvement therein described. Considerations of utility shall be deemed satisfied if the improvement, as constructed, conforms substantially with the description as contained in Exhibit EC in the following respects:

(i) Bus berthing sufficient for twenty-six (26) buses;

(ii) Area of platform;

(iii) Area of baggage space; and

(iv) Passageways, roads and driveways for pedestrian and vehicular access, of approximately the same dimensions and in approximately the same locations.

(d) References in any part of this Supplemental Agreement to any building code or any other requirement of any municipality are made solely for the purpose of conveniently establishing engineering standards for construction, and no such reference shall be or be deemed to be an admission by the Port Authority that any such code or other requirement applies to the Port Authority or to the Port Authority Construction.

4. (a) In addition to the payments to be made by the Carrier under the License Agreement as amended by this Supplemental Agreement, the Carrier shall pay to the Port Authority, as an additional fee for the use of portions of the Terminal, the sum of One Million Five Hundred Thousand Dollars and No Cents ($1,500,000.00) payable in the amount of Seven Hundred Fifty Thousand Dollars and No Cents ($750,000.00) on the tenth day after the Space Shift Date, and the balance in installments as follows: One Hundred Fifty Thousand Dollars and No Cents ($150,000.00) on the first anniversary of the Space Shift Date, and One Hundred Thousand Dollars and No Cents ($100,000.00) on each of the second, third, fourth, fifth, sixth and seventh anniversaries thereof.

(b) Further, in addition to fees and charges otherwise payable to the Port Authority under the License Agreement as amended by this Supplemental Agreement, the Carrier shall pay for the use of a portion of the baggage space, measured as hereinbelow set forth, at an annual rate per square foot thereof of Five Dollars and No Cents ($5.00). The portion of the baggage space to which such rate shall be applicable

shall be the sum of the square footage of space described in subdivision (ii) of paragraph (c) of Section 2 of this Supplemental Agreement lying to the south of a line marked "A-B" as shown on Exhibit A-13 and the space described in subdivision (iv), (but only from the date of occupancy thereof by the Carrier) less the number of square feet of baggage space in the original Terminal which the Carrier ceases to occupy after the Space Shift Date. The precise sum to be paid hereunder annually shall be determined by measurement after completion of the Port Authority Construction, and the payment thereof (which shall be due only from the date of occupancy) shall be in equal monthly installments on the first day of each calendar month beginning with the Space Shift Date or the first date of occupancy, if later, the installment payable on that date to be prorated on a daily basis if such date is not the first day of a calendar month.

(c) Further in addition to the fees and charges otherwise payable under the License Agreement as amended by this Supplemental Agreement, the Carrier will reimburse to the Port Authority a prorated share of all imposts, fees, rents and charges of whatsoever nature required to be paid to the City of New York on account of the use of vault space which shall have been utilized in the construction of those portions of the baggage space shown on Exhibit A-12 and Exhibit A-13 if any vault space is so used. If such impost consists only of an initial payment, the Carrier shall reimburse the Port Authority in the entire amount of its share of such payment within ten (10) days after the Space Shift Date; if such imposts include, with or without an initial payment, an annual or other periodical charge, the Carrier shall reimburse the Port Authority for the initial payment, if any, as set forth above, and shall repay the periodical payments of such charge or charges, in monthly installments, paid contemporaneously with the payments required under paragraphs (a) and (b) of this Section 4, on the first day of each calendar month commencing with the Space Shift Date or on the first day of the calendar month following the Space Shift Date if that is not the first day of a calendar month. Proration shall be on the basis of the percentage by volume of the aggregate space which is utilized or is to be utilized by the Carrier, based on measurements and calculations made after construction is completed.

5. (a) In addition to all payments to be made by the Carrier under the License Agreement as amended by this Supplemental Agreement, and further in addition to the additional payments to be made by the Carrier under Section 4 of this Supplemental Agreement, the Carrier shall pay for the air-conditioning of all portions of the baggage space shown in diagonal crosshatching on Exhibit A-13, at the annual rate of Two Dollars and Eighty Cents ($2.80) per square foot of floor area. As to the portion of the premises shown as shaded area on Exhibit A-13, the Carrier shall pay for air-conditioning at the annual rate of Six Thousand Twenty Dollars and No Cents ($6,020.00) payable in equal monthly installments, each in the amount of Five Hundred One Dollars and Sixty-six Cents ($501.66). The Port Authority will provide in the shaded area the chilled air that would suffice for air-conditioning the said area to the same standards maintained in connection with the area shown in diagonal crosshatching, however, the Carrier acknowledges that the said shaded area is not fully enclosed and that therefore the effect of the chilled air supplied by the Port Authority will not be the same as its effect if supplied in an enclosed area. As to the area shown in diagonal hatching on Exhibit A-13, no direct air-conditioning or direct supply of chilled air will be provided and no payments based upon the square foot area shown in diagonal hatching shall be made by the Carrier in connection with air-conditioning.

(b) Payments to be made as hereinabove set forth shall be subject to adjustment effective as of May 1, 1983 and as of May 1, 1988. Such payments shall be adjusted by the percentage change, subject to limitations hereinbelow set forth, in the U.S. Consumer Price Index for All Urban Consumers (All Items, unadjusted) from January 1979 to April 1983 to determine the rate of payment to be effective May 1, 1983 to April 30, 1988 and by the change in the same Index from January 1979 to April 1988 to determine the rate of payment to be effective May 1, 1988. However, in no event shall the payments as hereinabove set forth be increased more than 13.6 percent effective May 1, 1983 or more than 31.9 percent effective May 1, 1988.

6. Without altering, amending or limiting any provision of the License Agreement providing for access by the Port Authority for the construction, maintenance, repair and removal of utility systems and parts thereof, the Port Authority and any grantee, tenant, permittee or contractor of the Port Authority holding or occupying premises or space or having any interest in premises or space in any part of the building of which the Extension shall be physically a part, and persons doing business

with any of the foregoing, shall have the right to enter upon the Space to install utility lines and to maintain, repair and remove the same, in the discretion of the Port Authority, and without regard to whether such lines serve areas the use of which is licensed to the Carrier, or other areas; provided, that such work shall not unreasonably interfere with the use of the Space by the Carrier.

7. The Carrier shall pay for all electricity used in the portions of the Space located in the Extension, except that used for lighting of the berth space and the dispatchers booth space. Electricity to be so paid for shall be metered by the Port Authority and shall be paid for by the Carrier at the rate which the Carrier at the time of such purchase and under the service classification then applicable to it would have to pay for the same quantity of electricity to be used for the same purposes under the same conditions if it received the electricity directly from the public utility supplying the same to commercial buildings in the vicinity. The supply of electricity shall be made by the Port Authority to the Carrier at such points as the Port Authority shall designate for connection of the systems to be installed by the Carrier for electrical distribution with the Port Authority's lines and conduits and the Port Authority shall have no responsibility for the distribution of electrical current therein or for the maintenance thereof for electrical usage. Notwithstanding that the Port Authority has agreed to supply electricity to the Carrier, the Port Authority shall be under no obligation to provide or continue such service if the Port Authority is prevented by law, agreement or otherwise from metering as hereinabove set forth, and in any such event the Carrier shall make all arrangements necessary to obtain electricity directly from the public utility. If any lines or equipment of the Port Authority are used therefor with the consent of the Port Authority, the Port Authority may make an appropriate charge therefor to the Carrier based on its costs and expenses for the said lines and equipment.

8. The Port Authority is installing two (2) freight elevators in the Extension, suitable for use in transferring baggage from level to level at the Terminal. The Carrier shall have the right to use such elevators subject to reasonable regulation by the Manager. The Carrier shall indemnify the Port Authority against all claims and demands whatsoever of third persons arising out of negligent operation of either elevator by the Carrier.

9. (a) The fees payable under the provisions of Paragraph (a)(4) of Section 14 of the License Agreement shall be computed by applying to monies paid or payable for the period commencing May 1, 1983 and ending April 30, 1987, a percentage which shall be calculated in accordance with the following formula: 15% multiplied by (1 plus $\frac{a}{b}$ minus $\frac{c}{d}$), wherein: "a" equals the average of monies paid or payable by the Carrier per bus departure operated by the Carrier from the Terminal during the calendar year 1982; "b" equals $346.16 (the average of monies paid or payable per such departure for the calendar year 1977); "c" equals the annual average of the "inter-city bus fares" component of the United States Consumer Price Index for All Urban Consumers as published by the Bureau of Labor Statistics for the year 1982; and "d" equals 232.6 (the index value of the same component of the same Index for December 1977).

(b) For the period May 1, 1987 to April 30, 1990, the same formula shall be used except that "a" shall be the average of monies paid or payable per departure for 1986 and "c" shall be the annual average of the "inter-city bus fares" component of the United States Consumer Price Index for All Urban Consumers for the year 1986.

(c) For the period commencing May 1, 1990 the same formula shall be used except that "a" shall be the average of monies paid or payable per departure for 1989 and "c" shall be the annual average of the "inter-city bus fares" component of the United States Consumer Price Index for All Urban Consumers for the year 1989.

(d) The price index for December 1977 uses 1967 as the base year. In the event the Index value published for any of the years 1982, 1986 or 1989 uses a different base year, then the value of "d" in the formula shall be adjusted to reflect the value it would have had if it had been computed using the same base year as used in the computation of "c" in the formula. "Departure" shall include only departures in regular-route operation.

(e) The adjusted percentage shall in each case be calculated to the nearest one-tenth of one percent (0.001). The applicable percentage shall in no case fall below 15%; for the period May 1, 1983 to April 30, 1987 it shall not exceed 15.5%; for the period May 1, 1987 to April 30, 1990 it shall not exceed 16%; for the period commencing May 1, 1990 it shall not exceed 16.5%.

10. If at any time after the Space Shift Date, an operator of passenger transportation service by motor vehicle using buses as defined in the License Agreement conducts regular-route operations as hereinbelow defined between the Terminal and any point which is more than sixty (60) miles (airline distance) from the Terminal, and any such point is so served by the Carrier itself from the Terminal, then if such operator is a party to an express agreement in writing with the Port Authority under which the Port Authority is required to furnish space and services at the Terminal equal in character to that furnished the Carrier under the License Agreement as amended by this Supplemental Agreement, and which obligates such operator to pay a charge per departure as set forth in Section 14(a)(2) of the License Agreement of a bus operated in regular-route service on regular-route operations to any such point lower than the departure charge therefor then required in the License Agreement as amended by this Supplemental Agreement, or provides for the application to monies paid or payable for tickets, as defined in the License Agreement, of a percentage lower than that then applicable under the License Agreement as amended by this Supplemental Agreement, then the Port Authority will offer to amend the License Agreement, for the period during which such operator continues operations to such points at such lower rates, so that the Carrier in connection with its regular-route service to and from such points shall pay the same departure charge as such operator and shall apply the same percentage to the proceeds of tickets sold with regard to such points, as such operator, to the extent such proceeds have been included in monies paid or payable under the License Agreement as amended by this Supplemental Agreement. For the purposes of this Section 10, "regular-route operations" shall mean all operation of motor vehicles for transportation to and from the City of New York as a common carrier of passengers and their baggage pursuant to a certificate of public convenience and necessity, which is conducted under individual contracts with such passengers, over public highways specified in the said certificate, repetitively and with a fixed periodicity in accordance with previously established schedules.

11. (a) The Carrier contemplates installing fixtures and equipment and making improvements in the portion of the baggage space described in subdivision (i) of paragraph (c) of Section 2 of this Supplemental Agreement. In the event that by reason of notice from the Port Authority to the Carrier under the provisions of subdivision (v) of the said paragraph (c) the Carrier is required to relinquish the said portion of the baggage space, the Port Authority shall pay to the Carrier a pro rata share of the reasonable costs of supplying and installing all such fixtures and equipment and of making all such improvements not including any replacements thereof during the period the said portion of the baggage space is in use. The costs and the pro rata share thereof shall be ascertained as stated in paragraph (b) of this Section 11 provided, however, that the payment of the said pro rata share shall not be prerequisite to the exercise of the rights of the Port Authority under the said subdivision (v). On the payment by the Port Authority of the said pro rata share all fixtures, equipment and improvements including replacements furnished by the Carrier in the said portion of the baggage space which have not already become the property of the Port Authority shall become and thereafter be the property of the Port Authority and the Carrier shall execute any and all instruments necessary to transfer title to any and all of the same; provided, however, that the Port Authority may by notice relinquish its right to any such fixtures, equipment and improvements. Only monies expended from the effective date of this Supplemental Agreement shall be includable in such reasonable costs.

(b) To the extent permitted by sound accounting practice, the sum of the following items of cost incurred by the Carrier for such equipment and fixtures and the installation thereof and the making of such improvements as are necessary to initially equip and improve the said portion of the baggage space after the Space Shift Date and to the extent that such sum does not exceed Sixty-five Thousand Dollars and No Cents ($65,000.00) shall constitute the "cost" under paragraph (a) above:

(1) Direct labor and material costs;

(2) Contract costs for purchases and installation excluding those of the types mentioned in the following subdivision (3);

(3) Engineering, architectural, planning, designing, financing, interest, insurance, and other overhead or carrying charges which are due for a period ending not later than the date of completion of installation of any such initial equipment, fixtures or improvements for which they are incurred, and not to exceed 30% of the total of the amounts covered by subdivisions (1) and (2) above.

(c) A statement of the cost detailing all the foregoing including copies of invoices and contracts and certified by a responsible officer of the Carrier shall be delivered by the Carrier to the Port Authority not later than ninety (90) days after the complete supplying and the making of all such installations and improvements, and the Carrier shall permit the Port Authority, by its agents, employees and representatives, at all reasonable times prior to a final settlement or determination of cost, to examine and audit the records and books of account of the Carrier relating thereto.

(d) If the Carrier includes in cost any item as having been incurred but which, in the opinion of the Port Authority, was not so incurred or which, in the opinion of the Port Authority, if so incurred is not an item properly chargeable to cost under sound accounting practice, then the Port Authority, within ninety (90) days after receipt of the said statement of cost as mentioned in subdivision (c) above, shall give written notice to the Carrier stating its objection to any such item and the grounds therefor. If such notice is given and if the dispute is not settled within thirty (30) days by agreement between the parties, then such dispute shall be disposed of by arbitration in accordance with the then existing rules of the American Arbitration Association or any successor association. Costs of the said arbitration shall be borne equally by the Port Authority and the Carrier.

(e) In any such arbitration as to whether any item included by the Carrier in its computation of cost has been incurred, the question to be submitted to the arbitrators for decision shall be as follows:

> "Was all or any part of such cost incurred by the Carrier; and if part but not all of such cost was incurred, what was the amount which was so incurred?"

(f) In any such arbitration as to whether any item included by the Carrier in its computation of cost is properly chargeable thereunder under sound accounting practice, the question to be submitted to the arbitrators for decision shall be as follows:

> "Can it reasonably be held that all or any part of such cost is properly chargeable under sound accounting practice; and if part but not all of such cost can reasonably be held to be chargeable, then what amount can reasonably be held to be so chargeable?"

The arbitrators to whom such question shall be submitted shall be accountants or auditors.

(g) The proration of cost shall be ascertained by multiplying the cost by a fraction, the numerator of which shall be the number of whole calendar months in the effective period of the License Agreement as amended by this Agreement subsequent to the effective date of relinquishment of the baggage space, and the denominator of which shall be one hundred seventy (170).

(h) Notwithstanding any other provision of this Agreement, in ascertaining the amount that the Port Authority shall be obligated to pay to the Carrier under paragraph (a), the cost computed as heretofore stated shall be diminished by the amount that any part of the components of cost as stated in subdivisions (1), (2) and (3) of (a) above may be secured by liens, mortgages, other encumbrances or conditional bills of sale. In no event whatsoever shall cost, as defined and

computed in accordance with this Section include any expenses, outlays or charges whatsoever by or for the account of the Carrier for or in connection with any equipment or fixtures or the making of any improvement mentioned in the said Section unless the said equipment, fixtures and improvements are actually and completely installed in or made to the said portion of the baggage space.

12. As hereby amended, all the terms, provisions, covenants and conditions of the License Agreement shall continue in full force and effect.

13. The Carrier represents and warrants that no broker has been concerned in the negotiation of this Supplemental Agreement and that there is no broker who is or may be entitled to be paid a commission in connection therewith. The Carrier shall indemnify and save harmless the Port Authority of and from all claims for commission or brokerage made by any and all persons, firms or corporations whatsoever for services in connection with the negotiation and execution of this Supplemental Agreement.

14. No Commissioner, director, officer, agent or employee of either the Port Authority or the Carrier shall be charged personally or held contractually liable by or to the other party under any term or provision of this Supplemental Agreement, or because of its execution or attempted execution or because of any breach, or attempted or alleged breach thereof.

15. This Supplemental Agreement, together with the License Agreement (to which it is supplementary) constitutes the entire agreement between the Port Authority and the Carrier on the subject matter, and may not be changed, modified,

discharged or extended except by instrument in writing duly executed on behalf of both the Port Authority and the Carrier. The Carrier agrees that no representations or warranties shall be binding upon the Port Authority unless expressed in writing in the License Agreement or in this Supplemental Agreement.

IN WITNESS WHEREOF, the Port Authority and the Carrier have executed these presents as of the date first above written.

ATTEST:

SECRETARY

THE PORT AUTHORITY OF NEW YORK AND NEW JERSEY

By

DIRECTOR, TERMINALS DEPARTMENT

(Title) _____ (seal)

ATTEST:

Assistant Secretary

GREYHOUND LINES, INC.

By

F. L. Nagotte

(Title) President & C.E.O.
(corporate seal)

Consented to this 20th day of February 1979;

THE GREYHOUND CORPORATION, (an Arizona corporation) Assignor,

By

Gerald H. Trautman

(Title) C.E.O. & President
(corporate seal)

APPROVED FOR TRANSMITTAL

FORM	TERMS

EXHIBIT EC - PART II
SHEET 1 - PAGE 1

BUS TERMINAL EXTENSION
PORT AUTHORITY CONSTRUCTION

LOWER BUS LEVEL

1) Berth Space and Adjacent Roadways:

a. Bumper guards

b. Directional signing for vehicular traffic

c. Fire-alarm, sprinkler and standpipe systems

d. Fluorescent lighting

e. Ventilation equipment

f. Convenience electrical outlets

g. Service elevator and stairs

h. Gate numbering signs

i. Fresh air supply for air-conditioning units (which are to be furnished, installed and maintained by the Carrier)

2) Passenger Concourse:

a. Pressed brick and terrazzo floor

b. Linear metal ceiling (providing maximum headroom consistent with structural and mechanical requirements)

c. Fire-alarm, sprinkler and standpipe systems

d. Enclosure walls with crash base design - structural facing tile on roadway side

e. Interior concourse wall surfaces and columns of glazed ceramic tile

f. Gate entrance assembly including two (2) doors for passenger access to each gate except corner gates which are three-door units.

g. Gate numbering signs (illuminated)

h. Ninety (90) passenger seats

i. Directional signs for pedestrian traffic

j. Public toilets

k. Fluorescent lighting

l. Ventilation, heating and air-conditioning equipment

m. Public-address system

n. Escalators and stairway connections to the Subway Mezzanine Level of the Extension

o. Service elevator

p. Suitable recesses for destination panel in sign fascia at each gate entrance marquee. For each gate destination sign to a total not exceeding twenty-six (26) furnished and installed by the Carrier, the Port Authority will credit Three Hundred Twenty-five Dollars and No Cents ($325.00) against the obligations of the Carrier under the License Agreement as amended by this Supplemental Agreement.

q. Provision for suspension of five (5) TV-monitor enclosures.

3) Baggage Area:

a. Fluorescent lighting

b. Ventilation equipment

c. Fire-alarm, sprinkler and standpipe systems

d. Electrical outlets

e. Structural framing compatible with conveyor run at Subway Mezzanine elevation

4) Dispatcher's Booths (Two):

a. Walls and ceiling to match the architectural treatment of the enclosure walls (gate entrance assembly)

b. Pressed brick floors

c. Solid core and glass panel bi-fold doors for access to roadway

d. Fluorescent lighting

e. House telephone

f. Electrical outlet

g. Counter top and shelving

h. Heating, ventilation and air-conditioning equipment.

For the Port Authority

Initialled for Pages 1, 2 and 3 of Sheet 1:

For the Carrier

EXHIBIT EC - PART II
SHEET 2 - PAGE 1

SUBWAY MEZZANINE

1) Baggage Trace Office:

a. Vinyl asbestos tile floor and base

b. Mineral tile acoustical ceiling

c. Painted concrete block perimeter walls and columns

d. Perimeter wall facing public concourse - Base building brick with storefront-type entrance doors

e. Two (2) hollow metal doors in perimeter walls

f. Fluorescent lighting

g. Heating, ventilation and air-conditioning equipment

h. Electrical outlets

i. Sprinklers

j. Smoke-detectors as required

2) Baggage Storage Area and Baggage Claim Area:

a. Sealed concrete floor

b. Painted concrete-block perimeter walls and columns

c. Hollow metal doors in perimeter walls

d. Painted overhead or sprayed-on fireproofing

e. Fluorescent lighting

f. Heating, ventilation and air-conditioning equipment

g. Electrical outlets

h. Sprinklers

i. Smoke-detectors as required and smoke-detector control-panel

j. The floor, walls, ceiling and lighting to match the architectural treatment of the adjacent public area between the store-front line and the counter line.

3) Locker Rooms:

a. Sealed concrete floor

b. Painted overhead or sprayed-on fireproofing

c. Painted concrete-block walls

d. Hollow metal doors

e. Fluorescent lighting

f. Heating, ventilation and air-conditioning equipment

g. Sprinklers

h. Electrical outlets

i. Smoke-detectors as required.

4) Lunch Room and Corridor:

a. Vinyl asbestos tile floor and wall base

b. Mineral tile acoustical ceiling

c. Painted plaster walls

d. One (1) hollow metal door

e. Fluorescent lighting

Agreement No. BT-G-1
Supplement No. 23

SUPPLEMENTAL AGREEMENT

THIS AGREEMENT, made as of October 28, 1975, by and between THE PORT AUTHORITY OF NEW YORK AND NEW JERSEY, hereinafter called "the Port Authority", and GREYHOUND LINES, INC., hereinafter called "the Carrier",

WITNESSETH, That:

WHEREAS, heretofore and as of March 14, 1962, the Port Authority entered into an agreement with the Carrier's assignor, which said agreement, as the same has been heretofore amended, modified, supplemented and assigned, is hereinafter called "the License Agreement", and provides for the use of space and services at the Port Authority Bus Terminal, in the Borough of Manhattan, in the City, County and State of New York; and

WHEREAS, the Port Authority and the Carrier desire further to amend the License Agreement,

NOW, THEREFORE, for and in consideration of the foregoing, and of the covenants and agreements herein contained, the Port Authority and the Carrier hereby agree as follows:

1. For the period commencing November 1, 1975, the Carrier may use the easternmost only of the dispatcher's booths shown in blue on Exhibit A to the License Agreement, which said booth is adjacent to Gate No. 36 as shown on Exhibit A, for the sale of tickets for transportation on lines operated by the Carrier from the Bus Terminal to points only on the Carrier's Philadelphia, Pennsylvania Division as presently constituted, in addition to the other uses hitherto permitted in the said dispatcher's booth. The sale of such tickets in the said dispatcher's booth shall be subject to and in accordance with all the terms, provisions, covenants and conditions of the License Agreement, including without limitation thereto the provisions of Section 14(a)(4) as such Section may have been heretofore or may be hereafter amended.

2. Permission so to sell tickets at the said dispatcher's booth may be cancelled by the Port Authority at any time without cause on thirty (30) days' notice to the Carrier and upon the effective date of such notice the Carrier shall discontinue such sale. Neither the notice nor any action thereunder by the Port Authority or by the Carrier shall alter or affect the rights of the Port Authority or the rights of the Carrier under any portion of the License Agreement except with relation to this Supplement No. 23.

3. As hereby amended, all the terms, provisions, covenants and conditions of the License Agreement shall continue in full force and effect.

4. The Carrier represents and warrants that no broker has been concerned in the negotiation of this Supplemental Agreement and that there is no broker who is or may be entitled to be paid a commission in connection therewith. The Carrier shall indemnify and save harmless the Port Authority of and from all claims for commission or brokerage made by any and all persons, firms or corporations whatsoever for services in connection with the negotiation and execution of this Supplemental Agreement.

5. Neither The Commissioners of the Port Authority nor any of them, nor any officer, agent or employee thereof, shall be charged personally by the Carrier with any liability, or held liable to the Carrier under any term or provision of this Supplemental Agreement, or because of its execution or attempted execution, or because of any breach, or attempted or alleged breach thereof.

6. This Supplemental Agreement, together with the License Agreement (to which it is supplementary) constitutes the entire agreement between the Port Authority and the Carrier on the subject matter, and may not be changed, modified,

discharged or extended except by instrument in writing duly executed on behalf of both the Port Authority and the Carrier. The Carrier agrees that no representations or warranties shall be binding upon the Port Authority unless expressed in writing in the License Agreement or in this Supplemental Agreement.

IN WITNESS WHEREOF, the Port Authority and the Carrier have executed these presents as of the date first above written.

ATTEST:

ASSISTANT SECRETARY

THE PORT AUTHORITY OF NEW YORK AND NEW JERSEY

By

(Title) Director of Terminals

(Seal)

ATTEST:

GREYHOUND LINES, INC.

By

(Title) President

(Corporate Seal)

Approved as to Form

Date: 11/25/75

GWC

SIGNATURE

Approved and agreed to this 26 day of November, 1975.

THE GREYHOUND CORPORATION

By

(Title) President

(Corporate Seal)

APPROVED FOR TRANSMITTAL

FORM	TERMS

STATE OF NEW YORK)
) ss.
COUNTY OF NEW YORK)

On the 9TH day of JUNE, 1975, before me personally came JACK ROSEN to me known, who, being by me duly sworn, did depose and say that he resides at

that he is the DIRECTOR, TERMINALS DEPARTMENT of The Port Authority of New York and New Jersey, one of the corporations described in and which executed the foregoing instrument; that he knows the seal of the said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed by order of the Board of Commissioners of the said corporation; and that he signed his name thereto by like order.

Frank Wyspianski
(notarial seal and stamp)

FRANK WYSPIANSKI, JR.
Notary Public, State of New York
No. 30-9759325
Qualified in Nassau County
Commission Expires March 30, 1976

STATE OF ARIZONA)
) ss.
COUNTY OF MARICOPA)

On the 30th day of May, 1975, before me personally came John E. Adkins to me known, who, being by me duly sworn, did depose and say that he resides at

that he is the Executive Vice President of Greyhound Lines, Inc., one of the corporations described in and which executed the foregoing instrument; that he knows the seal of the said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed by authority of the Board of Directors of the said corporation.

(notarial seal and stamp)

SUPP. NO. -
BT-G-1

Agreement No. BT-G-1
Supplement No. 22

SUPPLEMENTAL AGREEMENT

THIS AGREEMENT, made as of March 28, 1975, by and between THE PORT AUTHORITY OF NEW YORK AND NEW JERSEY, heretofore The Port of New York Authority, and hereinafter called "the Port Authority", and GREYHOUND LINES, INC., hereinafter called "the Carrier",

WITNESSETH, That:

WHEREAS, heretofore and as of March 14, 1962, the Port Authority entered into an agreement with the Carrier's assignor, which said agreement, as the same has been heretofore amended, modified, supplemented and assigned, is hereinafter called "the License Agreement", providing for the use of space and services at the Port Authority Bus Terminal, in the Borough of Manhattan, in the City, County and State of New York; and

WHEREAS, the Port Authority and the Carrier desire further to amend the License Agreement;

NOW, THEREFORE, for and in consideration of the foregoing, and of the covenants and agreements herein contained, the Port Authority and the Carrier hereby agree as follows:

1. For the period commencing January 1, 1973 and expiring April 30, 1983, the Carrier shall pay all fees and charges in accordance with the License Agreement except that the following shall be paid in lieu of certain of the fees and charges which would be due pursuant to adjustments made under Exhibit J:

(i) the license fee provided for in paragraph (a)(1) of Section 14 of the License Agreement shall be in the amount of One Thousand Nine Hundred Twenty-six Dollars and No Cents ($1,926.00) per annum;

(ii) the departure charge provided for in paragraph (a)(2) of the said Section 14 shall be One Dollar and Seventy-four Cents ($1.74);

(iii) the departure charges provided for in paragraph (a)(3) of the said Section 14 shall be, respectively, Nine Dollars and Sixty-three cents ($9.63) and Nineteen Dollars and Twenty-six Cents ($19.26);

(iv) the percentage payable under the provisions of paragraph (a)(4) of the said Section 14 shall be fifteen percent (15%), without any change by reason of Section 33(b) of the License Agreement;

(v) the sum stated in paragraph (a)(5) of the said Section 14 shall be changed to: "Seven Dollars and Ninety Cents ($7.90)" in both places where it appears in the said paragraph.

2. The annual rate set forth in paragraph (a) of Section 1 of Supplement No. 2 to the License Agreement shall be, for the period commencing January 1, 1973, the following: Three Thousand Three Hundred Seventy-one Dollars and No Cents ($3,371.00).

3. The Carrier shall pay interest on sums due and owing under the License Agreement as amended by this Supplemental Agreement, computed as follows: the Carrier shall pay a sum equal to three-fourths of one percent (0.0075) of the amount by which each sum payable in accordance with the provisions of Sections 1 and 2 of this Supplemental Agreement during the period commencing January 1, 1973 exceeds the sum actually paid by the Carrier, for each full calendar month that the same is due and owing.

4. All sums required to be paid under the License Agreement as amended by this Supplemental Agreement, including interest computed in accordance with Section 3 hereof, and remaining unpaid, shall be due and payable by the Carrier thirty (30) days after execution and delivery of this Agreement on behalf of both the Port Authority and the Carrier.

5. In the event the Port Authority undertakes to expand the Bus Terminal facilities, the Carrier will negotiate

in good faith with the Port Authority increases in fees and charges, to take into account investment and other costs of the Port Authority in connection with such expansion.

6. Upon execution of this Agreement, the Carrier will cause the filing in the United States District Court for the District of New Jersey, Newark, New Jersey, a Notice of Dismissal or Stipulation, effecting the discontinuance of participation by the Carrier as a plaintiff in a certain suit entitled: Greyhound Lines, Inc. et als. vs. The Port of New York Authority, the complaint in which was filed July 16, 1973. The Carrier understands that this Agreement represents a final settlement of the suit and, subject to Section 5, a final arrangement for its use and operations at the Terminal for the term thereof.

7. As hereby amended, all the terms, provisions, covenants and conditions of the License Agreement shall continue in full force and effect.

8. The Carrier represents and warrants that no broker has been concerned in the negotiation of this Supplemental Agreement and that there is no broker who is or may be entitled to be paid a commission in connection therewith. The Carrier shall indemnify and save harmless the Port Authority of and from all claims for commission or brokerage made by any and all persons, firms or corporations whatsoever for services in connection with the negotiation and execution of this Supplemental Agreement.

9. Neither the Commissioners of the Port Authority nor any of them, nor any officer, agent or employee thereof, shall be charged personally by the Carrier with any liability, or held liable to the Carrier under any term or provision of this Supplemental Agreement, or because of its execution or attempted execution, or because of any breach, or attempted or alleged breach thereof.

10. This Supplemental Agreement, together with the License Agreement (to which it is supplementary) constitutes the entire agreement between the Port Authority and the Carrier on the subject matter, and may not be changed, modified,

discharged or extended except by instrument in writing duly executed on behalf of both the Port Authority and the Carrier. The Carrier agrees that no representations or warranties shall be binding upon the Port Authority unless expressed in writing in the License Agreement or in this Supplemental Agreement.

IN WITNESS WHEREOF, the Port Authority and the Carrier have executed these presents as of the date first above written.

ATTEST:

ASSISTANT SECRETARY

THE PORT AUTHORITY OF NEW YORK AND NEW JERSEY

By

(Title) DIRECTOR, TERMINALS DEPARTMENT

(Seal)

ATTEST:

ASSISTANT SECRETARY

GREYHOUND LINES, INC.

By

(Title) Executive Vice President

(Corporate Seal)

Approved and agreed to this 2nd day of May, 1975.

THE GREYHOUND CORPORATION

By

(Title) Executive Vice President

(Corporate Seal)

APPROVED FOR TRANSMITTAL

FORM	TERMS

ACD

C

STATE OF NEW YORK)
) ss.
COUNTY OF NEW YORK)

On the 9TH day of JUNE, 1975, before me personally came JACK ROSEN to me known, who, being by me duly sworn, did depose and say that he resides at

that he is the DIRECTOR, TERMINALS DEPARTMENT of The Port Authority of New York and New Jersey, one of the corporations described in and which executed the foregoing instrument; that he knows the seal of the said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed by order of the Board of Commissioners of the said corporation; and that he signed his name thereto by like order.

Frank Wyspianski Jr.
(notarial seal and stamp)

FRANK WYSPIANSKI, JR.
Notary Public, State of New York
No. 30-9759325
Qualified in Nassau County
Commission Expires March 30, 1976

STATE OF ARIZONA)
) ss.
COUNTY OF MARICOPA)

On the 30th day of May, 1975, before me personally came John E. Adkins to me known, who, being by me duly sworn, did depose and say that he resides at

that he is the Executive Vice President of Greyhound Lines, Inc., one of the corporations described in and which executed the foregoing instrument; that he knows the seal of the said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed by authority of the Board of Directors of the said corporation.

(notarial seal and stamp)

My Commission Expires April 8, 1

Agreement No. BT-G-1
Supplement No. 21

SUPPLEMENTAL AGREEMENT

THIS AGREEMENT made as of May 21, 1970, by and between THE PORT OF NEW YORK AUTHORITY (hereinafter called "the Port Authority") and GREYHOUND LINES, INC. (hereinafter called "the Carrier"),

WITNESSETH, That:

WHEREAS, heretofore and as of March 14, 1962, the Port Authority entered into an agreement with the Carrier's assignor, which agreement, as the same has been heretofore amended, modified, supplemented and assigned, is hereinafter called "the License Agreement", licensing the use of space and services at the Port Authority Bus Terminal, in the Borough of Manhattan, in the City, County and State of New York; and

WHEREAS, the Port Authority and the Carrier desire further to amend the License Agreement;

NOW, THEREFORE, for and in consideration of the foregoing, and of the covenants and agreements herein contained, the Port Authority and the Carrier hereby agree as follows:

1. Notwithstanding the provisions of Sections 2 and 3 of the License Agreement, the Manager of the Terminal may assign or designate for any use described in the said Section 3, including without limitation thereto the loading of buses and the unloading of buses, in addition to the space described in the said Section 2, bus platform space and berthing space anywhere in the Terminal. The Carrier shall make use of such assigned or designated space as, and the same shall, during the assignment or designation by the Manager, be deemed to be, for the purposes of the License Agreement, loading berth space, unloading berth space, or charter coach berth space, as the case may be, depending upon the use which the Carrier may make thereof.

2. The power of the Manager to assign or designate such additional space for use by the Carrier shall be effective only to designate such use for any time or times during the period commencing at 12:01 o'clock A.M. on May 26, 1970 and shall be for such periods then or thereafter commencing as the Manager shall designate, the Manager having at all times the right to change or terminate such use.

3. Nothing herein contained shall grant to the Carrier or shall be deemed or taken to grant to the Carrier, an exclusive license to use such additional space.

4. As hereby amended, all the terms, provisions, covenants and conditions of the License Agreement shall continue in full force and effect.

5. The Carrier represents and warrants that no broker has been concerned in the negotiation of this Supplemental Agreement and that there is no broker who is or may be entitled to be paid a commission in connection therewith. The Carrier shall indemnify and save harmless the Port Authority of and from all claims for commission or brokerage made by any and all persons, firms or corporations whatsoever for services in connection with the negotiation and execution of this Supplemental Agreement.

6. Neither the Commissioners of the Port Authority nor any of them, nor any officer, agent or employee thereof, shall be charged personally by the Carrier with any liability, or held liable to the Carrier under any term or provision of this Supplemental Agreement, or because of its execution or attempted execution, or because of any breach, or attempted or alleged breach thereof.

7. This Supplemental Agreement, together with the License Agreement (to which it is supplementary) constitutes the entire agreement between the Port Authority and the Carrier on the subject matter, and may not be changed, modified, discharged or extended except by instrument in writing duly executed on behalf of both the Port Authority and the Carrier. The Carrier agrees that no representations or warranties shall be binding upon the Port Authority unless expressed in writing in the License Agreement or in this Supplemental Agreement.

IN WITNESS WHEREOF, the Port Authority and the Carrier have executed these presents as of the date first above written.

ATTEST:

ASSISTANT SECRETARY

THE PORT OF NEW YORK AUTHORITY

By

(Title) DIRECTOR, TERMINALS DEPARTMENT

(seal)

Approved as to Form
Date: 5/27/70
SIGNATURE

ATTEST:

Assistant Secretary

GREYHOUND LINES, INC.

By

(Title) Executive Vice President

(corporate seal)

Greyhound Lines - East,
Division of Greyhound Lines, Inc.

APPROVED FOR TRANSMITTAL

FORM	TERMS
JBS	

(Corporate Seal

BT-G 62462
Ack.

STATE OF NEW YORK }
COUNTY OF NEW YORK } ss.

On the 9th day of June, 1970, ~~1969~~, before me personally came Harvey Sherman, to me known, who, being by me duly sworn, did depose and say that he resides at

that he is the Director, Department of Terminals of The Port of New York Authority, one of the corporations described in and which executed the foregoing instrument; that he knows the seal of the said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed by order of the Board of Commissioners of the said corporation; and that he signed his name thereto by like order.

Catherine A. Zaffarano
(notarial seal and stamp)

CATHERINE A. ZAFFARANO
Notary Public, State of New York
No. 41-4376392
Qualified in Queens County
Commission Expires March 30, 1971

STATE OF OHIO }
COUNTY OF ~~CAYUHOGA~~ CUYAHOGA } ss.

On the 27th day of May, 1970, ~~1969~~, before me personally came Harry J. Lesko to me known, who, being by me duly sworn, did depose and say that he resides at

that he is the Executive Vice President of Greyhound Lines - East, Division of Greyhound Lines, Inc., one of the corporations described in and which executed the foregoing instrument; that he knows the seal of the said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of the said corporation; and that he signed his name thereto by like order.

Anthony P. Carr
(notarial seal and stamp)

ANTHONY P. CARR, Attorney at Law
Notary Public, State of Ohio
My Commission has no Expiration Date
Section 147.03 R. C.

SUPP. NO. 19
BT-G-1

Agreement No. BT-G-1
Supplement No. 19

SUPPLEMENTAL AGREEMENT

THIS AGREEMENT, made as of December 20, 1968, by and between THE PORT OF NEW YORK AUTHORITY (hereinafter called "the Port Authority") and GREYHOUND LINES, INC., (hereinafter called "the Carrier"),

WITNESSETH, That:

WHEREAS, heretofore and as of March 14, 1962, the Port Authority entered into an agreement with the Carrier's assignor, which said agreement, as the same has been heretofore amended, modified, supplemented and assigned, is hereinafter called "the License Agreement", providing for the use of space and services at the Port Authority Bus Terminal, in the Borough of Manhattan, in the City, County and State of New York; and

WHEREAS, the Port Authority and the Carrier desire further to amend the License Agreement;

NOW, THEREFORE, for and in consideration of the foregoing, and of the covenants and agreements herein contained, the Port Authority and the Carrier hereby agree as follows:

1. The Carrier shall pay the fees and charges in accordance with the provisions of Section 14 of the License Agreement except that the following fees and charges shall be paid in lieu of the fees and charges which might be due pursuant to adjustments made under Exhibit J:

(i) the license fee provided for in paragraph (a)(1)

of the said Section 14 shall be payable as follows:

Year	Fee
1968	$1,378
1969	1,400
1970	1,433
1971	1,467
1972	1,484

(ii) the departure charges provided for in paragraphs (a) (2) and (a) (3) of the said Section 14 shall be payable in accordance with the following schedule, for departures during the calendar years shown:

Year	Revenue Departure	Charter Departure
1968	$1.24	$6.89/$13.78
1969	1.26	$7.00/$14.00
1970	1.29	$7.17/$14.33
1971	1.32	$7.34/$14.67
1972	1.34	$7.42/$14.84

(iii) the percentage payable under the provisions of paragraph (a) (4) of the said Section 14 shall be in accordance with the following schedule, without any change by reason of Section 33(b) of the License Agreement:

Year	Percentage
1968	11.0
1969	11.2
1970	11.4
1971	11.6
1972	11.8

2. All fees and charges accruing during the calendar year 1973 and subsequent years, shall be computed and payable in accordance with the provisions of the said paragraph (d) of Section 14 and as adjusted by application of Exhibit J. Nothing in this Agreement, however, shall prevent the use by the Carrier of Administrative Recourse as provided in Section 32 of the License Agreement, or any other provision thereof, in connection with modification of the fees and charges for periods subsequent to December 31, 1972, and in connection with any adjustment thereof by application of Exhibit J.

3. As hereby amended, all the terms, provisions, covenants and conditions of the License Agreement shall continue in full force and effect.

4. Payment of fees and charges for the preceding periods of time, as set forth in this Agreement, within thirty (30) days after delivery of the fully executed document to the Carrier, shall be deemed full performance of its payment obligations under the License Agreement for the corresponding periods of time.

5. Neither the Commissioners of the Port Authority nor any of them, nor any officer, agent or employee thereof, shall be charged personally by the Carrier with any liability, or held liable to the Carrier under any term or provision of this Agreement or because of its execution or attempted execution, or because of any breach, or attempted or alleged breach thereof.

6. This Agreement, together with the License Agreement (to which it is supplementary) constitutes the entire agreement between the Port Authority and the Carrier on the subject matter, and may not be changed, modified, discharged or extended except by instrument in writing duly executed on behalf of both the Port Authority and the Carrier. The Carrier agrees that no representations or warranties shall be binding upon the Port Authority unless expressed in writing in the License Agreement or in this Agreement.

IN WITNESS WHEREOF, the Port Authority and the Carrier have executed these presents as of the date first above written.

ATTEST:

Mildred B. Porth

ASSISTANT SECRETARY

THE PORT OF NEW YORK AUTHORITY

By Jack Rosen

(Title) DIRECTOR, TERMINALS DEPARTMENT

(seal)

ATTEST:

W. Kamphold

ASSISTANT SECRETARY

GREYHOUND LINES, INC.

By X R. Kerrigan

(Title) President, Eastern

(corporate seal)

Greyhound Lines Division

TRANSMITTAL

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BT-G 62462
Ack.

STATE OF NEW YORK }
COUNTY OF NEW YORK } ss.

On the 27th day of January, 1969, before me personally came **Jack Rosen** to me known, who, being by me duly sworn, did depose and say that he resides at

that he is the **Director, Terminals Department** of The Port of New York Authority, one of the corporations described in and which executed the foregoing instrument; that he knows the seal of the said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed by order of the Board of Commissioners of the said corporation; and that he signed his name thereto by like order.

Catherine A. Zaffarano
(notarial seal and stamp)

CATHERINE A. ZAFFARANO
Notary Public, State of New York
No. 41-4376392
Qualified in Queens County
Commission Expires March 30, 1969

STATE OF **OHIO** }
COUNTY OF **CUYAHOGA** } ss.

On the 20th day of **December**, 1968, before me personally came ~~**Cloyd Kimball**~~ James L. Kerrigan to me known, who, being by me duly sworn, did depose and say that he resides at

that he is the President of **the Eastern Greyhound Lines Division of Greyhound Lines, Inc., that Greyhound Lines, Inc. is** one of the corporations described in and which executed the foregoing instrument; that he knows the seal of the said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of the said corporation; and that he signed his name thereto by like order.

William H. Wright
(notarial seal and stamp)

WILLIAM H. WRIGHT
Notary Public, Cuyahoga County, Ohio
My Commission Expires Apr. 19, 1970

10.18
G-1

Agreement No. BT-G-1
Supplement No. 18

SUPPLEMENTAL AGREEMENT

THIS AGREEMENT, made as of March 15, 1967, by and between THE PORT OF NEW YORK AUTHORITY (hereinafter called "the Port Authority") and GREYHOUND LINES, INC. (hereinafter called "the Carrier"),

WITNESSETH, That:

WHEREAS, heretofore and as of March 14, 1962, the Port Authority entered into an agreement with the Carrier's assignor, which agreement, as the same has been heretofore amended, modified, supplemented and assigned, is hereinafter called "the License Agreement", licensing the use of space and services at the Port Authority Bus Terminal in the Borough of Manhattan, in the City, County and State of New York; and

WHEREAS, the Port Authority and the Carrier desire further to amend the License Agreement;

NOW, THEREFORE, for and in consideration of the foregoing, and of the covenants and agreements herein contained, the Port Authority and the Carrier hereby agree as follows:

1. Notwithstanding the provisions of Sections 2 and 3 of the License Agreement, the Manager of the Terminal may assign or designate for any use described in the said Section 3, including without limitation thereto the loading of buses and the unloading of buses, in addition to the space described in the said Section 2, the bus platform space shown in color on a sketch hereto attached, hereby made a part hereof, and marked "Exhibit A-9". The Carrier shall make use of the space shown on Exhibit A-9 as, and the same, during the assignment or designation by the Manager, shall be deemed to be, for the purposes of the License Agreement, loading berth space, unloading berth space, or charter coach berth space, as the case may be, depending upon the use which the Carrier may make thereof.

2. The power of the Manager to assign or designate the space shown on Exhibit A-9 for use by the Carrier shall be effective only to designate such use for any time or times during the period commencing at 12:01 o'clock A.M. on May 26, 1967 and expiring at 11:59 o'clock P.M. on October 29, 1967.

3. Nothing herein contained shall grant to the Carrier or shall be deemed or taken to grant to the Carrier, an exclusive license to use the space shown in color on Exhibit A-9.

4. As hereby amended, all the terms, provisions, covenants and conditions of the License Agreement shall continue in full force and effect.

5. The Carrier represents and warrants that no broker has been concerned in the negotiation of this Supplemental Agreement and that there is no broker who is or may be entitled to be paid a commission in connection therewith. The Carrier shall indemnify and save harmless the Port Authority of and from all claims for commission or brokerage made by any and all persons, firms or corporations whatsoever for services in connection with the negotiation and execution of this Supplemental Agreement.

6. Neither the Commissioners of the Port Authority nor any of them, nor any officer, agent or employee thereof, shall be charged personally by the Carrier with any liability, or held liable to the Carrier under any term or provision of this Supplemental Agreement, or because of its execution or attempted execution, or because of any breach, or attempted or alleged breach thereof.

7. This Supplemental Agreement, together with the License Agreement (to which it is supplementary) constitutes the entire agreement between the Port Authority and the Carrier on the subject matter, and may not be changed, modified, discharged or extended except by instrument in writing duly executed on behalf of both the Port Authority and the Carrier. The Carrier agrees that no representations or warranties shall be binding upon the Port Authority unless expressed in writing in the License Agreement or in this Supplemental Agreement.

IN WITNESS WHEREOF, the Port Authority and the Carrier have executed these presents as of the date first above written.

ATTEST:

ASSISTANT SECRETARY

THE PORT OF NEW YORK AUTHORITY

By

(Title) DIRECTOR, TERMINALS DEPARTMENT

(seal)

ATTEST:

Asst. Secretary

GREYHOUND LINES, INC.

By

(Title) President

(corporate seal)

Eastern Greyhound Lines Division

Approved as to Form

Date: 5/24/67

SIGNATURE

APPROVED FOR TRANSMITTAL

FORM	TERMS

BT-G 62462
Ack.

STATE OF NEW YORK }
COUNTY OF NEW YORK } ss.

On the 8th day of June, 1967, before me personally came **Jack Rosen** to me known, who, being by me duly sworn, did depose and say that he resides at

that he is the **Director, Terminals Department,** of The Port of New York Authority, one of the corporations described in and which executed the foregoing instrument; that he knows the seal of the said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed by order of the Board of Commissioners of the said corporation; and that he signed his name thereto by like order.

Catherine A. Zaffarano
(notarial seal and stamp)

CATHERINE A. ZAFFARANO
Notary Public, State of New York
No. 41-4376392
Qualified in Queens County
Commission Expires March 30, 1969

STATE OF OHIO }
COUNTY OF CUYAHOGA } ss.

On the **24th** day of **May**, 1967, before me personally came **Cloyd Kimball** to me known, who, being by me duly sworn, did depose and say that he resides at

that he is the President of

Greyhound Lines, Inc., (Eastern Greyhound Lines Division)

one of the corporations described in and which executed the foregoing instrument; that he knows the seal of the said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of the said corporation; and that he signed his name thereto by like order.

Anthony P. Carr
(notarial seal and stamp

ANTHONY P. CARR, Attorney at Law
Notary Public, State of Ohio
My Commission Has No Expiration Date
Section 147.03 R. C.

SUPP. NO. 17
BT-G-1

Agreement No. BT-G-1
Supplement No. 17

SUPPLEMENTAL AGREEMENT

THIS AGREEMENT, made as of April 1, 1966, by and between THE PORT OF NEW YORK AUTHORITY (hereinafter called "the Port Authority") and GREYHOUND LINES, INC. (hereinafter called "the Carrier");

WITNESSETH, That:

WHEREAS, heretofore and as of March 14, 1962, the Port Authority entered into an agreement with THE GREYHOUND CORPORATION (hereinafter called "the Assignor") which agreement, as the same has been heretofore amended, modified, supplemented and assigned, is hereinafter called "the License Agreement" licensing the use of space and services at the Port Authority Bus Terminal, in the Borough of Manhattan, in the City, County and State of New York; and

WHEREAS, by agreement among the Port Authority, the Assignor and the Carrier, the License Agreement was assigned by The Greyhound Corporation to Greyhound Lines, Inc., The Greyhound Corporation remaining liable thereon; and

WHEREAS, the Port Authority and the Carrier desire further to amend the License Agreement;

NOW, THEREFORE, for and in consideration of the foregoing, and of the covenants and agreements herein contained, the Port Authority and the Carrier hereby agree as follows:

1. Pursuant to the terms of an Alteration Application made or to be made by the Carrier and to be subject to the approval of the Port Authority, the Port Authority will permit the Carrier to construct an additional bus berth on the lower bus level of the Port Authority Bus Terminal substantially as shown in color on a sketch hereto attached, hereby made a part hereof and marked "Exhibit A-10". The Carrier shall perform the construction as hereinbefore broadly outlined and indicated subject to and in accordance with all the provisions of the said Alteration Application and at the sole cost and expense of the Carrier.

2. Upon certification by the Chief Engineer of the Port Authority that all the work of construction has been completed, the area shown in color on Exhibit A-10 and the construction work thereon shall thereupon become and thereafter be a part of the berth space under the License Agreement, usable by the Carrier in accordance with the terms, provisions, covenants and conditions of the License Agreement, as a part of the berth space as described in Section 2(a)(1) of the License Agreement, for the period commencing with the said certification by the Chief Engineer and ending with the expiration or earlier termination of the effective period of the license under the License Agreement, as set forth in Section 4 of the License Agreement.

3. As hereby amended, all the terms, provisions, covenants and conditions of the License Agreement shall continue in full force and effect.

4. The Carrier represents and warrants that no broker has been concerned in the negotiation of this Supplemental Agreement and that there is no broker who is or may be entitled to be paid a commission in connection therewith. The Carrier shall indemnify and save harmless the Port Authority of and from all claims for commission or brokerage made by any and all persons, firms or corporations whatsoever for services in connection with the negotiation and execution of this Supplemental Agreement.

5. Neither the Commissioners of the Port Authority nor any of them, nor any officer, agent or employee thereof, shall be charged personally by the Carrier with any liability, or held liable to the Carrier under any term or provision of this Supplemental Agreement, or because of its execution or attempted execution, or because of any breach, or attempted or alleged breach thereof.

6. This Supplemental Agreement, together with the License Agreement (to which it is supplementary) constitutes the entire agreement between the Port Authority and the Carrier on the subject matter, and may not be changed, modified, discharged or extended except by instrument in writing duly executed on behalf of both the

Port Authority and the Carrier. The Carrier agrees that no representations or warranties shall be binding upon the Port Authority unless expressed in writing in the License Agreement or in this Supplemental Agreement.

IN WITNESS WHEREOF, the Port Authority and the Carrier have executed these presents as of the date first above written.

ATTEST:

Mildred C. Porth

ASSISTANT SECRETARY

THE PORT OF NEW YORK AUTHORITY

By Jack Loren

(Title) DIRECTOR, TERMINALS DEPARTMENT

(seal)

ATTEST:

S. T. Christie

GREYHOUND LINES, INC.

By William Greenholt

(Title) President

(corporate seal)

Approved and consented

this 27 day of May, 1966

THE GREYHOUND CORPORATION

By: R. F. Shaffer

Executive Vice President

(Corporate Seal)

APPROVED FOR TRANSMITTAL	
FORM	TERMS

BT-G 62462
Ack.

STATE OF NEW YORK }
COUNTY OF NEW YORK } ss.

On the 3rd day of June, 1966, before me personally came Jack Rosen to me known, who, being by me duly sworn, did depose and say that he resides at

that he is the Director, Terminals Department of The Port of New York Authority, one of the corporations described in and which executed the foregoing instrument; that he knows the seal of the said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed by order of the Board of Commissioners of the said corporation; and that he signed his name thereto by like order.

Catherine A. Zaffarano
(notarial seal and stamp)
CATHERINE A. ZAFFARANO
Notary Public, State of New York
No. 41-4376392
Qualified in Queens County
Commission Expires March 30, 1967

STATE OF ILLINOIS }
COUNTY OF COOK } ss.

On the 27th day of May, 1966, before me personally came H. Vance Greenslit to me known, who, being by me duly sworn, did depose and say that he resides at

that he is the President of ~~Eastern Greyhound Lines Division of Greyhound Lines, Inc.; that Greyhound Lines, Inc. is~~ one of the corporations described in and which executed the foregoing instrument; that he knows the seal of the said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of the said corporation; and that he signed his name thereto by like order.

Florence L. Swank
(notarial seal and stamp)
My commission expires Sept. 28, 1967

SUPP. NO. 15
BT-G-1

BTLW

Agreement No. BT-G-1
Supplement No. 15

SUPPLEMENTAL AGREEMENT

THIS AGREEMENT, made as of May 1, 1965 by and between THE PORT OF NEW YORK AUTHORITY (hereinafter called "the Port Authority") and GREYHOUND LINES, INC. (hereinafter called "the Carrier"),

WITNESSETH, That:

WHEREAS, heretofore and as of March 14, 1962, the Port Authority entered into an agreement with The Greyhound Corporation (hereinafter called "the Assignor") licensing the use of space and services at the Port Authority Bus Terminal in the Borough of Manhattan, New York, New York, (which said agreement, as the same has been heretofore amended, modified, supplemented and assigned, is hereinafter called "the License Agreement"); and

WHEREAS, by agreement among the Port Authority, the Assignor and the Carrier the License Agreement was assigned by The Greyhound Corporation to Greyhound Lines, Inc.; and

WHEREAS, the Port Authority and the Carrier desire further to amend the License Agreement;

NOW, THEREFORE, for and in consideration of the covenants and agreements herein contained, the Port Authority and the Carrier hereby agree as follows:

1. Notwithstanding the provisions of Sections 2 and 3 of the License Agreement and in particular the provisions of paragraph (a)(1) of the said Section 2, if at any time or times a condition exists at the Terminal or elsewhere (including without limitation thereto special and seasonal traffic conditions, strikes, labor troubles, construction work, or damage to the Terminal) which in the opinion of the Manager of the Terminal may affect the safe or efficient handling of passengers or buses at the particular space specified in Sections 2 and 3 for each particular use, the Manager may assign or designate for any use described in Section 3 including without limitation thereto the loading of buses and the unloading of buses, in addition to the space described in the said Section 2, any space elsewhere at the Terminal which in the opinion of the Manager is useful for such purpose, and the Carrier shall use such space for such purpose for the duration of the condition as determined by the Manager. In addition, the Carrier may make use of such other space but only with the prior approval and permission of the Manager. While such assignment, designation or permission is in effect, the space so assigned, designated or permitted to be used shall be deemed to be, for the purposes of the License Agreement, loading berth space, unloading berth space or charter coach berth space as the case may be, depending upon the use for which the assignment or designation was made or the permission was granted.

2. The power of the Manager to assign or designate such different space, or to permit such use, shall be effective only during the ~~following periods~~ **period commencing with the effective date of this Agreement and ending with December 31, 1965.**

3. As hereby amended, all the terms, provisions, covenants and conditions of the License Agreement shall continue in full force and effect.

4. The Carrier represents and warrants that no broker has been concerned in the negotiation of this Supplemental Agreement and that there is no broker who is or may be entitled to be paid a commission in connection therewith. The Carrier shall indemnify and save harmless the Port Authority of and from all claims for commission or brokerage made by any and all persons, firms or corporations whatsoever for services in connection with the negotiation and execution of this Supplemental Agreement.

5. Neither the Commissioners of the Port Authority nor any of them, nor any officer, agent or employee thereof, shall be charged personally by the Carrier with any liability, or held liable to the Carrier under any term or provision of this Supplemental Agreement, or because of its execution or attempted execution, or because of any breach, or attempted or alleged breach thereof.

6. This Supplemental Agreement, together with the License Agreement (to which it is supplementary) constitutes the entire agreement between the Port Authority and the Carrier on the subject matter, and may not be changed, modified, discharged or extended except by instrument in writing duly executed on behalf of both the Port Authority and the Carrier. The Carrier agrees that no representations or warranties shall be binding upon the Port Authority unless expressed in writing in the License Agreement or in this Supplemental Agreement.

IN WITNESS WHEREOF, the Port Authority and the Carrier have executed these presents as of the date first above written.

ATTEST:

Mildred C. Perth
ASSISTANT SECRETARY

THE PORT OF NEW YORK AUTHORITY

By Jack Coren

(Title) Director, Terminals Dept.

ATTEST:

R. A. Anthony
Assistant Secretary

GREYHOUND LINES, INC.

By W. H. Eggers

(Title) President, Eastern
(Corporate Seal)
Greyhound Lines Division.

CONSENTED TO THIS 10th DAY

OF May, 1965;

THE GREYHOUND CORPORATION, Assignor

By R. F. Shaffer

(Title) Executive Vice President
(seal)

APPROVED FOR TRANSMITTAL

FORM	TERMS

ASD

BT-G62462

STATE OF NEW YORK
COUNTY OF NEW YORK } ss.

On the 21st day of May, 1965, before me personally came Jack Rivell to me known, who, being by me duly sworn, did depose and say that he resides at

that he is the DIRECTOR, TERMINALS DEPARTMENT of The Port of New York Authority, one of the corporations described in and which executed the foregoing instrument; that he knows the seal of the said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed by order of the Board of Commissioners of the said corporation; and that he signed his name thereto by like order.

Catherine A. Zaffarano
(notarial seal and stamp)

CATHERINE A. ZAFFARANO
Notary Public, State of New York
No. 41-4376392
Qualified in Queens County
Commission Expires March 30, 1967.

STATE OF **OHIO**
COUNTY OF **CUYAHOGA** } ss.

On the 10TH day of **May**, 1965, before me personally came **W. H. Egger,** to me known, who, being by me duly sworn, did depose and say that he resides at

that he is the President of **Eastern Greyhound Lines Division of Greyhound Lines, Inc.; that Greyhound Lines, Inc. is** one of the corporations described in and which executed the foregoing instrument; that he knows the seal of the said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of the said corporation; and that he signed his name thereto by like order.

Thomas B. Little
(notarial seal and stamp)
THOMAS B. LITTLE, Notary Public
My Commission Expires Feb. 18, 1969

SUPP. NO. 14
BT-G-1

Agreement No. BT-G-1
Supplement No. 14

SUPPLEMENTAL AGREEMENT

THIS AGREEMENT, made as of February 5, 1965, by and between THE PORT OF NEW YORK AUTHORITY (hereinafter called "the Port Authority") and GREYHOUND LINES, INC. (hereinafter called "the Carrier");

WITNESSETH, That:

WHEREAS, heretofore and as of March 14, 1962, the Port Authority entered into an agreement with THE GREYHOUND CORPORATION, (hereinafter called "the Assignor") which agreement, as the same has been heretofore amended, modified, supplemented and assigned, is hereinafter called "the License Agreement"; licensing the use of space and services at the Port Authority Bus Terminal in the Borough of Manhattan, in the City, County and State of New York; and

WHEREAS, by agreement among the Port Authority, the Assignor and the Carrier, the License Agreement was assigned by The Greyhound Corporation to Greyhound Lines, Inc.; and

WHEREAS, the Port Authority and the Carrier desire further to amend the License Agreement;

NOW, THEREFORE, for and in consideration of the covenants and agreements herein contained, the Port Authority and the Carrier hereby agree as follows:

1. Notwithstanding the provisions of paragraph 2 of Supplement No. 13 to the License Agreement, the Manager shall have the power to assign or designate a different or additional space for the use of the Carrier at the Port Authority Bus Terminal in accordance with the provisions of paragraph 1 of the said Supplement No. 13, in the period commencing February 19, 1965 and ending February 23, 1965, both inclusive.

2. As hereby amended, all the terms, provisions, covenants and conditions of the License Agreement shall continue in full force and effect.

3. The Carrier represents and warrants that no broker has been concerned in the negotiation of this Supplemental Agreement and that there is no broker who is or may be entitled to be paid a commission in connection therewith. The Carrier shall indemnify and save harmless the Port Authority of and from all claims for commission or brokerage made by any and all persons, firms or corporations whatsoever for services in connection with the negotiation and execution of this Supplemental Agreement.

4. Neither the Commissioners of the Port Authority nor any of them, nor any officer, agent or employee thereof, shall be charged personally by the Carrier with any liability, or held liable to the Carrier under any term or provision of this Supplemental Agreement, or because of its execution or attempted execution, or because of any breach, or attempted or alleged breach thereof.

5. This Supplemental Agreement, together with the License Agreement (to which it is supplementary) constitutes the entire agreement between the Port Authority and the Carrier on the subject matter, and may not be changed, modified, discharged or extended except by instrument in writing duly executed on behalf of both the Port Authority and the Carrier. The Carrier agrees that no representations or warranties shall be binding upon the Port Authority unless expressed in writing in the License Agreement or in this Supplemental Agreement.

IN WITNESS WHEREOF, the Port Authority and the Carrier have executed these presents as of the date first above written.

ATTEST:

Mildred C. Porth

ASSISTANT SECRETARY

THE PORT OF NEW YORK AUTHORITY

By Jack Koen

(Title) DIRECTOR, TERMINALS DEPARTMENT

(seal)

ATTEST:

R. V. Rossero

Asst. Secretary

GREYHOUND LINES, INC.

By

(Title) President, Greyhound Lines

(seal)

Approved and consented to
this 19 day of February, 1965;

THE GREYHOUND CORPORATION, Assignor

By

(Title) Sr. V-Pres.

(Corporate Seal)

APPROVED FOR TRANSMITTAL

FORM	TERMS

ASD

BT-G62462

STATE OF NEW YORK
COUNTY OF NEW YORK } ss.

On the 5th day of ~~February~~ March, 1965, before me personally came **Jack Rosen** to me known, who, being by me duly sworn, did depose and say that he resides at

that he is the **Director, Terminals Department** of The Port of New York Authority, one of the corporations described in and which executed the foregoing instrument; that he knows the seal of the said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed by order of the Board of Commissioners of the said corporation; and that he signed his name thereto by like order.

(notarial seal and stamp)

CATHERINE A. ZAFFARANO
NOTARY PUBLIC, State of New York
No. 41-4376892
Qualified in Queens County
Commission expires March 30, 1965

STATE OF **OHIO**
COUNTY OF **CUYAHOGA** } ss.

On the 19th day of **February**, 1965, before me personally came **W. H. Egger,** to me known, who, being by me duly sworn, did depose and say that he resides at

that he is the President of **the Eastern Greyhound Lines Division of Greyhound Lines, Inc.; that Greyhound Lines, Inc. is** one of the corporations described in and which executed the foregoing instrument; that he knows the seal of the said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed by order of theBoard of Directors of the said corporation; and that he signed his name thereto by like order.

Thomas B. Little
(notarial seal and stamp)

THOMAS B. LITTLE, Notary Public
My Commission Expires Feb. 16, 1965

Agreement No. BT-G-1
Supplement No. 13

SUPPLEMENTAL AGREEMENT

THIS AGREEMENT, made as of November 19, 1964, by and between THE PORT OF NEW YORK AUTHORITY (hereinafter called "the Port Authority") and GREYHOUND LINES, INC. (hereinafter called "the Carrier");

WITNESSETH, That:

WHEREAS, heretofore and as of March 14, 1962, the Port Authority entered into an agreement with The Greyhound Corporation (hereinafter called "the Assignor") which agreement, as the same has been heretofore amended, modified, supplemented and assigned, is hereinafter called "the License Agreement", licensing the use of space and services at the Port Authority Bus Terminal in the Borough of Manhattan, in the City, County and State of New York; and

WHEREAS, by agreement among the Port Authority, the Assignor and the Carrier, the license agreement was assigned by The Greyhound Corporation to Greyhound Lines, Inc.,; and

WHEREAS, the Port Authority and the Carrier desire further to amend the License Agreement;

NOW, THEREFORE, for and in consideration of the covenants and agreements herein contained, the Port Authority and the Carrier hereby agree as follows:

1. Notwithstanding the provisions of Sections 2 and 3 of the License Agreement and in particular the provisions of paragraph (a)(1) of the said Section 2, if at any time or times a condition exists at the Terminal or elsewhere (including without limitation thereto special and seasonal traffic conditions, strikes, labor troubles, construction work, or damage to the Terminal), which in the opinion of the Manager of the Terminal may affect the safe or efficient handling of passengers or of buses at the particular space specified in the said Sections 2 and 3 for each particular use, the Manager may assign or designate for any use described in the said Section 3 (including without limitation thereto the loading of buses and the unloading of buses) as an addition to the space described in the said Section 2, any space elsewhere at the Terminal which in the opinion of the Manager is useful for such purposes, whether or not such space has been theretofore used as berth space, and the Carrier shall use such space for the duration of the condition as determined by the Manager.

All use of such space by the Carrier shall be in common with other carriers licensed to operate at the Terminal and shall not be exclusive to the Carrier. While such assignment or designation is in effect, and the Carrier is using the space, the space so assigned or designated shall be deemed, for the purpose of the License Agreement, loading berth space, unloading berth space, or charter coach berth space, as the case may be, depending upon the use for which the assignment or designation was made.

2. The power of the Manager to assign or designate such different and additional space shall be effective only so long as the License Agreement is in effect and only in the period commencing November 25, 1964 and ending January 11, 1965, both inclusive.

3. As hereby amended, all the terms, provisions, covenants and conditions of the License Agreement shall continue in full force and effect.

4. The Carrier represents and warrants that no broker has been concerned in the negotiation of this Supplemental Agreement and that there is no broker who is or may be entitled to be paid a commission in connection therewith. The Carrier shall indemnify and save harmless the Port Authority of and from all claims for commission or brokerage made by any and all persons, firms or corporations whatsoever for services in connection with the negotiation and execution of this Supplemental Agreement.

5. Neither the Commissioners of the Port Authority nor any of them, nor any officer, agent or employee thereof, shall be charged personally by the Carrier with any liability, or held liable to the Carrier under any term or provision of this Supplemental Agreement, or because of its execution or attempted execution, or because of any breach, or attempted or alleged breach thereof.

6. This Supplemental Agreement, together with the License Agreement, (to which it is supplementary) constitutes the entire agreement between the Port Authority and the Carrier on the subject matter, and may not be changed, modified, discharged or extended except by instrument in writing duly executed on behalf of both the Port Authority and the Carrier. The Carrier agrees

that no representations or warranties shall be binding upon the Port Authority unless expressed in writing in the License Agreement or in this Supplemental Agreement.

IN WITNESS WHEREOF, the Port Authority and the Carrier have executed these presents as of the date first above written.

ATTEST:

ASSISTANT SECRETARY

THE PORT OF NEW YORK AUTHORITY

By

(Title) DIRECTOR, TERMINALS DEPARTMENT
(seal)

ATTEST:

Assistant Secretary

GREYHOUND LINES, INC.

By

(Title) President, Eastern Greyhound Lines Division
(corporate seal)

Approved and Consented to
this 8th day of ~~November~~ December, 1964;

THE GREYHOUND CORPORATION

By

(Title) Executive Vice President
(corporate seal)

APPROVED FOR TRANSMITTAL

FORM	TERMS

BT-G62462

STATE OF NEW YORK
COUNTY OF NEW YORK } ss.

On the 18th day of Dec, 1964, before me personally came Jack Casson to me known, who, being by me duly sworn, did depose and say that he resides at

that he is the DIRECTOR, TERMINALS DEPARTMENT of The Port of New York Authority, one of the corporations described in and which executed the foregoing instrument; that he knows the seal of the said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed by order of the Board of Commissioners of the said corporation; and that he signed his name thereto by like order.

Catherine A. Zaffarano
(notarial seal and stamp)

CATHERINE A. ZAFFARANO
NOTARY PUBLIC, State of New York
No. 41-4376392
Qualified in Queens County
Commission expires March 30, 1965

STATE OF **OHIO**
COUNTY OF **CUYAHOGA** } ss.

On the 9th day of ~~November~~ December, 1964, before me personally came W. H. Egger to me known, who, being by me duly sworn, did depose and say that he resides at

that he is the President of **the Eastern Greyhound Lines Division of Greyhound Lines, Inc.; that Greyhound Lines, Inc. is** one of the corporations described in and which executed the foregoing instrument; that he knows the seal of the said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of the said corporation; and that he signed his name thereto by like order.

Thomas B. Little
(notarial seal and stamp)
THOMAS B. LITTLE, Notary Public
My Commission Expires Feb. 18, 1969

SUPP. NO. 12
BT-G-1

Agreement No. BT-G-1
Supplement No. 12

SUPPLEMENTAL AGREEMENT

THIS AGREEMENT, made as of November 18, 1964, by and between THE PORT OF NEW YORK AUTHORITY (hereinafter called "the Port Authority") and GREYHOUND LINES, INC., (hereinafter called "the Carrier") a corporation organized and existing under the laws of the State of California;

WITNESSETH, That:

WHEREAS, heretofore and as of March 14, 1962, the Port Authority entered into an agreement with The Greyhound Corporation (hereinafter called "the Assignor") a Delaware corporation, which agreement, as the same has been heretofore amended, modified, supplemented and assigned, is hereinafter called "the License Agreement", licensing the use of space and services at the Port Authority Bus Terminal in the Borough of Manhattan, in the City, County and State of New York; and

WHEREAS, by agreement among the Port Authority, the Assignor and the Carrier, the License Agreement was assigned by The Greyhound Corporation to Greyhound Lines, Inc.; and

WHEREAS, the Port Authority and the Carrier desire further to amend the License Agreement;

NOW, THEREFORE, for and in consideration of the covenants and agreements herein contained, the Port Authority and the Carrier hereby agree as follows:

1. At any time and from time to time during the period commencing December 10, 1964 and expiring January 11, 1965, the Manager, when in his opinion the operation of the Terminal or the operations of the Carrier thereat will be improved thereby, may assign for use by the Carrier as baggage space, any portion or portions of the area shown in diagonal hatching on a sketch attached to the License Agreement as Exhibit A-5 by means of Supplement No. 3 to the License Agreement. The area designated shall be described in writing or shown on a plan and the period for the Carrier's use thereof stated in writing. The area as designated by the Manager for the period stated by him shall be a part of the baggage space under the License Agreement for all purposes, usable by the Carrier as such, and the Carrier shall have as to the stated area all the rights, duties, obligations and liabilities set forth in the License Agreement with relation to baggage space.

2. The Manager shall have the right at any time to terminate the use of the area so designated by him by not less than four (4) days' notice to the Carrier's Terminal Manager in New York. In any event, the License to use all space so designated shall expire, unless sooner terminated by the Manager or otherwise, at 11:59 o'clock P.M. on January 11, 1965.

3. As hereby amended, all the terms, provisions, covenants and conditions of the License Agreement shall continue in full force and effect.

4. The Carrier represents and warrants that no broker has been concerned in the negotiation of this Supplemental Agreement and that there is no broker who is or may be entitled to be paid a commission in connection therewith. The Carrier shall indemnify and save harmless the Port Authority of and from all claims for commission or brokerage made by any and all persons, firms or corporations whatsoever for services in connection with the negotiation and execution of this Supplemental Agreement.

5. Neither the Commissioners of the Port Authority nor any of them, nor any officer, agent or employee thereof, shall be charged personally by the Carrier with any liability, or held liable to the Carrier under any term or provision of this Supplemental Agreement, or because of its execution or attempted execution, or because of any breach, or attempted or alleged breach thereof.

6. This Supplemental Agreement, together with the License Agreement, (to which it is supplementary) constitutes the entire agreement between the Port Authority and the Carrier on the subject matter, and may not be changed, modified, discharged or extended except by instrument in writing duly executed on behalf of both the Port Authority and the Carrier. The Carrier agrees that no representations or warranties shall be binding upon the Port Authority unless expressed in writing in the License Agreement or in this Supplemental Agreement.

IN WITNESS WHEREOF, the Port Authority and the Carrier have executed these presents as of the date first above written.

THE PORT OF NEW YORK AUTHORITY

By _____

(Title) DIRECTOR, TERMINALS DEPARTMENT

(Seal)

ATTEST:

_____

ASSISTANT SECRETARY

GREYHOUND LINES, INC.

By _____

(Title) President Eastern Greyhound Lines

(Seal)

ATTEST:

_____

Assistant Secretary

Approved and consented to this 8th day of ~~November~~ DECEMBER, 1964;

THE GREYHOUND CORPORATION

By _____

(Title) Executive Vice President

(Seal)

APPROVED FOR TRANSMITTAL

FORM	TERMS

BT-G62462

STATE OF NEW YORK
COUNTY OF NEW YORK } ss.

On the 18th day of Dec, 1964, before me personally came Frank Rosen to me known, who, being by me duly sworn, did depose and say that he resides at

that he is the DIRECTOR, TERMINALS DEPARTMENT of The Port of New York Authority, one of the corporations described in and which executed the foregoing instrument; that he knows the seal of the said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed by order of the Board of Commissioners of the said corporation; and that he signed his name thereto by like order.

Catherine A. Zaffarano
(notarial seal and stamp)

CATHERINE A. ZAFFARANO
NOTARY PUBLIC, State of New York
No. 41-4376392
Qualified in Queens County
Commission expires March 30, 1965

STATE OF OHIO
COUNTY OF CUYAHOGA } ss.

On the 9th day of December, 1964, before me personally came W. H. Egger to me known, who, being by me duly sworn, did depose and say that he resides at

that he is the President of Eastern Greyhound Lines Division of Greyhound Lines, Inc.; that Greyhound Lines, Inc. is one of the corporations described in and which executed the foregoing instrument; that he knows the seal of the said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of the said corporation; and that he signed his name thereto by like order.

Thomas B. Little
(notarial seal and stamp)
THOMAS B. LITTLE, Notary Public
My Commission Expires Feb. 18, 1969

Agreement No. BT-G-1
Supplement No. 11

SUPPLEMENTAL AGREEMENT

THIS AGREEMENT, made as of August 29, 1964, by and between THE PORT OF NEW YORK AUTHORITY (hereinafter called "the Port Authority") and GREYHOUND LINES, INC., (hereinafter called "the Carrier") a corporation organized and existing under the laws of the State of California;

WITNESSETH, That:

WHEREAS, heretofore and as of March 14, 1962, the Port Authority entered into an agreement with The Greyhound Corporation (hereinafter called "the Assignor") a Deleware corporation, which agreement, as the same has been heretofore amended, modified, supplemented and assigned, is hereinafter called "the License Agreement", licensing the use of space and services at the Port Authority Bus Terminal in the Borough of Manhattan, in the City, County and State of New York; and

WHEREAS, by agreement among the Port Authority, the Assignor and the Carrier, the License Agreement was assigned by The Greyhound Corporation to Greyhound Lines, Inc.; and

WHEREAS, the Port Authority and the Carrier desire further to amend the License Agreement;

NOW, THEREFORE, for and in consideration of the covenants and agreements herein contained, the Port Authority and the Carrier hereby agree as follows:

1. At any time and from time to time during the period commencing August 30, 1964 and expiring September 30, 1964, the Manager, when in his opinion the operation of the Terminal or the operations of the Carrier thereat will be improved thereby, may assign for use by the Carrier as baggage space, any portion or portions of the area shown in diagonal hatching on a sketch attached to the License Agreement as Exhibit A-5 by means of Supplement No. 3 to the License Agreement. The area designated shall be described in writing or shown on a plan and the period for the Carrier's use thereof stated in writing. The area as designated by the Manager for the period stated by him shall be a part of the baggage space under the License Agreement for all purposes, usable by the Carrier as such, and the Carrier shall have as to the stated area all the rights, duties, obligations and liabilities set forth in the License Agreement with relation to baggage space.

2. The Manager shall have the right at any time to terminate the use of the area so designated by him by not less than four (4) days' notice to the Carrier's Terminal Manager in New York. In any event, the License to use all space so designated shall expire, unless sooner terminated by the Manager or otherwise, at 11:59 o'clock P.M. on September 30, 1964.

3. As hereby amended, all the terms, provisions, covenants and conditions of the License Agreement shall continue in full force and effect.

4. The Carrier represents and warrants that no broker has been concerned in the negotiation of this Supplemental Agreement and that there is no broker who is or may be entitled to be paid a commission in connection therewith. The Carrier shall indemnify and save harmless the Port Authority of and from all claims for commission or brokerage made by any and all persons, firms or corporations whatsoever for services in connection with the negotiation and execution of this Supplemental Agreement.

5. Neither the Commissioners of the Port Authority nor any of them, nor any officer, agent or employee thereof, shall be charged personally by the Carrier with any liability, or held liable to the Carrier under any term or provision of this Supplemental Agreement, or because of its execution or attempted execution, or because of any breach, or attempted or alleged breach thereof.

6. This Supplemental Agreement, together with the License Agreement, (to which it is supplementary) constitutes the entire agreement between the Port Authority and the Carrier on the subject matter, and may not be changed, modified, discharged or extended except by instrument in writing duly executed on behalf of both the Port Authority and the Carrier. The Carrier agrees that no representations or warranties shall be binding upon the Port Authority unless expressed in writing in the License Agreement or in this Supplemental Agreement.

IN WITNESS WHEREOF, the Port Authority and the Carrier have executed these presents as of the date first above written.

THE PORT OF NEW YORK AUTHORITY

By: _____

(Title) DIRECTOR, TERMINALS DEPARTMENT

(Seal)

ATTEST:

_____

ASSISTANT SECRETARY

GREYHOUND LINES, INC.

By: _____

(Title) President, Eastern Greyhound Lines Division

(Seal)

ATTEST:

_____

Assistant Secretary

Approved and consented to this 30th day of September, 1964:

THE GREYHOUND CORPORATION

By: _____

(Title) Vice President

(Seal)

BT-G62462

STATE OF NEW YORK)
COUNTY OF NEW YORK) ss.

On the 19th day of October, 1964, before me personally came Jack Sisson to me known, who, being by me duly sworn. did depose and say that he resides at

that he is the DIRECTOR, TERMINALS DEPARTMENT of The Port of New York Authority, one of the corporations described in and which executed the foregoing instrument; that he knows the seal of the said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed by order of the Board of Commissioners of the said corporation; and that he signed his name thereto by like order.

Catherine A. Zaffarano
(notarial seal and stamp)

CATHERINE A. ZAFFARANO
NOTARY PUBLIC, State of New York
No. 41-4376392
Qualified in Queens County
Commission expires March 30, 1965

STATE OF Ohio)
COUNTY OF Cuyahoga ~~Cayuhoga~~) ss.

On the 29TH day of September, 1964, before me personally came W. H. Egger to me known, who, being by me duly sworn, did depose and say that he resides at

that he is the President of **Eastern Greyhound Lines Division of Greyhound Lines, Inc.; that Greyhound Lines, Inc.** is one of the corporations described in and which executed the foregoing instrument; that he knows the seal of the said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of the said corporation; and that he signed his name thereto by like order.

Thomas B. Little
(notarial seal and stamp)
THOMAS B. LITTLE, Notary Public
My Commission Expires Feb. 18, 1969

SUPP. NO.
BT-G-1

Agreement No. BT-G-1
Supplement No. 10

SUPPLEMENTAL AGREEMENT

THIS AGREEMENT, made as of June 15, 1964, by and between THE PORT OF NEW YORK AUTHORITY (hereinafter called "the Port Authority") and GREYHOUND LINES, INC. (hereinafter called "the Carrier") a corporation organized and existing under the laws of the State of California,

WITNESSETH, That:

WHEREAS, heretofore and as of March 14, 1962, the Port Authority entered into an agreement with The Greyhound Corporation (hereinafter called "the Assignor") a Delaware corporation, which agreement, as the same has been heretofore amended, modified, supplemented and assigned, is hereinafter called "the License Agreement", licensing the use of space and services at the Port Authority Bus Terminal in the Borough of Manhattan, in the City, County and State of New York; and

WHEREAS, by agreement among the Port Authority, the Assignor and the Carrier, the License Agreement was assigned by The Greyhound Corporation to Greyhound Lines, Inc.; and

WHEREAS, the Port Authority and the Carrier desire further to amend the License Agreement;

NOW, THEREFORE, for and in consideration of the covenants and agreements herein contained, the Port Authority and the Carrier hereby agree as follows:

1. At any time and from time to time during the period commencing June 22, 1964 and expiring November 30, 1964, the Manager, when in his opinion the operations of the Terminal or the Carrier's operations thereat will be improved thereby, may assign or designate for use by the Carrier, any area or areas within the berth space on the lower bus level shown in color on the sketch hereto attached, hereby made a part hereof and marked "Exhibit A-8". Such space so assigned or designated may be as shown, the berth space reached by Gate No. 2 or any part or parts (not necessarily contiguous) of the area along the south platform as shown in color or any combination of the same as in the judgment of the Manager shall seem most satisfactory. The Carrier shall use such space, for the period or periods and for the use designated by the Manager, and the space so assigned, designated or used shall be deemed, for

the purposes of the License Agreement, loading berth space, unloading berth space or charter coach berth space, as the case may be, depending upon the use for which the assignment or designation shall be made, while actually in use by the Carrier. All space assigned or designated hereunder shall be space in addition to the space described in Section 2 of the License Agreement and the Carrier shall use the space so assigned or designated subject to and in accordance with all the terms, provisions, covenants and conditions of the License Agreement, including without limitation thereto Section 3 thereof, provided, however, that all use of the space so assigned or designated by the Manager shall be in common with similar use by other Carriers licensed to operate at the Terminal and shall not be exclusive to the Carrier.

2. The Port Authority shall not be obligated hereby to supply electricity in the area from which the Manager may assign or designate space, except for illumination, to the extent supplied by existing wires, conduits, fixtures and equipment.

3. As hereby amended, all the terms, provisions, covenants and conditions of the License Agreement shall continue in full force and effect.

4. The Carrier represents and warrants that no broker has been concerned in the negotiation of this Supplemental Agreement and that there is no broker who is or may be entitled to be paid a commission in connection therewith. The Carrier shall indemnify and save harmless the Port Authority of and from all claims for commission or brokerage made by any and all persons, firms or corporations whatsoever for services in connection with the negotiation and execution of this Supplemental Agreement.

5. Neither the Commissioners of the Port Authority nor any of them, nor any officer, agent or employee thereof, shall be charged personally by the Carrier with any liability, or held liable to the Carrier under any term or provision of this Supplemental Agreement, or because of its execution or attempted execution, or because of any breach, or attempted or alleged breach thereof.

This Supplemental Agreement, together with the License Agreement, (to which it is supplementary) constitutes the entire agreement between the Port Authority and the Carrier on the subject matter, and may not be changed, modified, discharged or extended except by instrument in writing duly executed on behalf of both the Port Authority and the Carrier. The Carrier agrees that no representations or warranties shall be binding upon the Port Authority unless expressed in writing in the License Agreement or in this Supplemental Agreement.

IN WITNESS WHEREOF, the Port Authority and the Carrier have executed these presents as of the date first above written.

ATTEST:

ASSISTANT SECRETARY

THE PORT OF NEW YORK AUTHORITY

By

(Title) DIRECTOR, TERMINALS DEPARTMENT

(seal)

ATTEST:

ASSISTANT SECRETARY

GREYHOUND LINES, INC.

~~(EASTERN GREYHOUND LINES DIVISION)~~

By

(Title) PRESIDENT

(corporate seal)

Eastern Greyhound Lines Division

Approved and consented this

11th day of June, 1964

THE GREYHOUND CORPORATION

By

(Title) Vice President

(corporate seal)

APPROVED FOR TRANSMITTAL

FORM	TERMS
JAS by MSD	

BT-G62462

STATE OF NEW YORK
COUNTY OF NEW YORK } ss.

On the 16th day of July, 1964, before me personally came Jack Kaden to me known, who, being by me duly sworn, did depose and say that he resides at

that he is the DIRECTOR, TERMINALS DEPARTMENT of The Port of New York Authority, one of the corporations described in and which executed the foregoing instrument; that he knows the seal of the said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed by order of the Board of Commissioners of the said corporation; and that he signed his name thereto by like order.

Catherine A. Zaffarano
(notarial seal and stamp)
CATHERINE A. ZAFFARANO
NOTARY PUBLIC, State of New York
No. 41-4376392
Qualified in Queens County
Commission expires March 30, 1965

STATE OF OHIO
COUNTY OF CUYAHOGA } ss.

On the 23rd day of June, 1964, before me personally came W. H. Egger to me known, who, being by me duly sworn, did depose and say that he resides at

that he is the President of the Eastern Greyhound Lines Division of Greyhound Lines, Inc.

one of the corporations described in and which executed the foregoing instrument; that he knows the seal of the said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of the said corporation; and that he signed his name thereto by like order.

Thomas B. Little
(notarial seal and stamp)
THOMAS B. LITTLE, Notary Public
My Commission Expires Feb. 18, 1969

Agreement No. BT-G-1
Supplement No. 9

SUPPLEMENTAL AGREEMENT

THIS AGREEMENT, made as of March 20, 1964, by and between THE PORT OF NEW YORK AUTHORITY, (hereinafter called "the Port Authority") and GREYHOUND LINES, INC., (hereinafter called "the Carrier"), a corporation organized and existing under the laws of the State of California,

WITNESSETH, That:

WHEREAS, heretofore and as of March 14, 1962, the Port Authority entered into an agreement with The Greyhound Corporation (hereinafter called "the Assignor") a Delaware corporation, which agreement, as the same has been heretofore amended, modified and assigned, is hereinafter called "the License Agreement", licensing the use of space and services at the Port Authority Bus Terminal, in the Borough of Manhattan, in the City, County and State of New York; and

WHEREAS, by agreement among the Port Authority, the Assignor and the Carrier, the License Agreement was assigned by The Greyhound Corporation to Greyhound Lines, Inc.; and

WHEREAS, the Port Authority and the Carrier desire further to amend the License Agreement;

NOW, THEREFORE, for and in consideration of the covenants and agreements herein contained, the Port Authority and the Carrier hereby agree as follows:

1. Pursuant to the terms of an Alteration Application to be made by the Carrier, as and when the same may be granted by the Port Authority, the telephone installations heretofore made pursuant to the provisions of an agreement made as of August 1, 1963 between the Assignor and the Port Authority and labeled as Supplement No. 4 to Agreement No. BT-G-1, shall be physically removed, and other telephone stations installed, all features thereof including the precise locations to be as designated and approved by the Port Authority. When the work is finished, the procedure to be utilized by the Port Authority and the Carrier in the use and maintenance of the telephone stations, and in the provision of information to patrons of the Carrier and to the general public in connection with such use, shall continue precisely as set forth in the said Supplement No. 4.

2. Such work in connection with the installation of the telephone station and accessory equipment, as set forth in the Alteration Application and drawings and specifications attached thereto as New York Telephone Company does not require to be performed by its forces will be performed by the Port Authority. It is understood that the Carrier has requested the Port Authority to perform such work and that the details thereof shall be set forth on the plans and specifications attached to the Alteration Application which shall specify the portion to be done by the Port Authority and the portion to be done by New York Telephone Company. The Carrier shall make all payments required by New York Telephone Company, and hereby agrees to pay for all the work done by the Port Authority in accordance with the provisions of paragraph 6 of a certain letter agreement made under date of April 10, 1962 between the Port Authority and the Assignor.

3. As hereby amended, all the terms, provisions, covenants and conditions of the License Agreement shall continue in full force and effect.

4. The Carrier represents and warrants that no broker has been concerned in the negotiation of this Supplemental Agreement and that there is no broker who is or may be entitled to be paid a commission in connection therewith. The Carrier shall indemnify and save harmless the Port Authority of and from all claims for commission or brokerage made by any and all persons, firms or corporations whatsoever fr services in connection with the negotiation and execution of this Supplemental Agreement.

5. Neither the Commissioners of the Port Authority nor any of them, nor any officer, agent or employee thereof, shall be charged personally by the Carrier with any liability, or held liable to the Carrier under any term or provision of this Supplemental Agreement, or because of its execution or attempted execution, or because of any breach, or attempted or alleged breach thereof.

6. This Supplemental Agreement, together with the License Agreement, (to which it is supplementary) constitutes the entire agreement between the Port Authority and the Carrier on the subject matter, and may not be changed, modified,

discharged or extended except by instrument in writing duly executed on behalf of both the Port Authority and the Carrier. The Carrier agrees that no representations or warranties shall be binding upon the Port Authority unless expressed in writing in the License Agreement or in this Supplemental Agreement.

IN WITNESS WHEREOF, the Port Authority and the Carrier have executed these presents as of the date first above written.

ATTEST:

Mildred C. Porth
ASSISTANT SECRETARY

THE PORT OF NEW YORK AUTHORITY

By Jack Cowen

(Title) DIRECTOR, TERMINALS DEPARTMENT

(Seal)

ATTEST:

R. R. Rossow
Asst. Secretary

GREYHOUND LINES, INC.

By W. H. Eggers

(Title) PRESIDENT

(corporate seal)

(Eastern Greyhound Lines Division)

Approved and consented to
this 22nd of April ,1964

APPROVED FOR TRANSMITTAL FORM | TERMS

THE GREYHOUND CORPORATION

By

(Title) Vice President

(seal)

APP. AS TO FORM
By

BT-G62462

STATE OF NEW YORK
COUNTY OF NEW YORK } ss.

On the 1st day of June, 1964, before me personally came Jack Casen to me known, who, being by me duly sworn, did depose and say that he resides at

that he is the DIRECTOR, TERMINALS DEPARTMENT of The Port of New York Authority, one of the corporations described in and which executed the foregoing instrument; that he knows the seal of the said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed by order of the Board of Commissioners of the said corporation; and that he signed his name thereto by like order.

Catherine A. Zaffarano
(notarial seal and stamp)
CATHERINE A. ZAFFARANO
NOTARY PUBLIC, State of New York
No. 41-4376392
Qualified in Queens County
Commission expires March 30, 1965

STATE OF OHIO
COUNTY OF CUYAHOGA } ss.

On the 22nd day of April, 1964, before me personally came W. H. Egger to me known, who, being by me duly sworn, did depose and say that he resides at

that he is the President of Eastern Greyhound Lines, Div. of **Greyhound Lines, Inc.,**

one of the corporations described in and which executed the foregoing instrument; that he knows the seal of the said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of the said corporation; and that he signed his name thereto by like order.

Thomas B. Little
(notarial seal and stamp)
THOMAS B. LITTLE, Notary Public
My Commission Expires Feb. 18, 1969

SUPP. NO. 8
BT-G-1

Agreement No. BT-G-1
Supplement No. 8

SUPPLEMENTAL AGREEMENT

THIS AGREEMENT, made as of March 9, 1964, by and between THE PORT OF NEW YORK AUTHORITY (hereinafter called "the Port Authority") and GREYHOUND LINES, INC. (hereinafter called "the Carrier") a corporation organized and existing under the laws of the State of California,

WITNESSETH, That:

WHEREAS, heretofore and as of March 14, 1962 the Port Authority entered into an agreement with The Greyhound Corporation (hereinafter called "the Assignor") a Delaware corporation, which agreement, as the same has been heretofore amended, modified and assigned, is hereinafter called "the License Agreement") licensing the use of space and services at the Port Authority Bus Terminal in the Borough of Manhattan, in the City, County and State of New York; and

WHEREAS, by agreement among the Port Authority, the Assignor and the Carrier, the License Agreement was assigned by The Greyhound Corporation to Greyhound Lines, Inc; and

WHEREAS, the Port Authority and the Carrier desire to amend the License Agreement;

NOW, THEREFORE, for and in consideration of the covenants and agreements herein contained, the Port Authority and the Carrier hereby agree as follows:

1. For the period commencing at 12:01 o'clock A.M. on March 16, 1964 and ending with the expiration or earlier termination of the effective period of the license under the License Agreement, the baggage space under the License Agreement as defined and described in subparagraph (3) of paragraph (a) of Section 2 of the License Agreement as amended by paragraph 1 of Supplement No. 1 to the License agreement, and by paragraph 1 of Supplement No. 6 to the License Agreement, shall include, in addition to the area heretofore described, the area on the basement level of the Terminal shown in diagonal hatching on the sketch hereto attached, hereby made a part hereof and marked "Exhibit A-7". The area so shown on Exhibit A-7 shall be a part of the baggage space under the License Agreement for all purposes, usable by the Carrier as such, and the Carrier shall have as to the said area all the rights, duties, obligations and liabilities set forth in the License Agreement with relation to baggage space.

2. Pursuant to the terms of an alteration application to be made by the Carrier, as and if granted by the Port Authority, the Carrier shall at its own sole cost and expense, install a personnel door in the north wall of the portion of the baggage space shown on Exhibit A-7, and block up the existing personnel door in the north wall of the portion of the baggage space which is contiguous to the baggage space shown on Exhibit A-7 along the longer dimension thereof.

3. As hereby amended, all the terms, provisions, covenants and conditions of the License Agreement shall continue in full force and effect.

4. The Carrier represents and warrants that no broker has been concerned in the negotiation of this Supplemental Agreement and that there is no broker who is or may be entitled to be paid a commission in connection therewith. The Carrier shall indemnify and save harmless the Port Authority of and from all claims for commission or brokerage made by any and all persons, firms or corporations whatsoever for services in connection with the negotiation and execution of this Supplemental Agreement.

5. Neither the Commissioners of the Port Authority nor any of them, nor any officer, agent or employee thereof, shall be charged personally by the Carrier with any liability, or held liable to the Carrier under any term or provision of this Supplemental Agreement, or because of its execution or attempted execution, or because of any breach, or attempted or alleged breach thereof.

6. This Supplemental Agreement, together with the License Agreement, (to which it is supplementary) constitutes the entire agreement between the Port Authority and the Carrier on the subject matter, and may not be changed, modified, discharged or extended except by instrument in writing duly

executed on behalf of both the Port Authority and the Carrier. The Carrier agrees that no representations or warranties shall be binding upon the Port Authority unless expressed in writing in the License Agreement or in this Supplemental Agreement.

IN WITNESS WHEREOF, the Port Authority and the Carrier have executed these presents as of the date first above written.

ATTEST:

ASSISTANT SECRETARY

THE PORT OF NEW YORK AUTHORITY

By

(Title) DIRECTOR, TERMINALS DEPARTMENT

(seal)

ATTEST:

GREYHOUND LINES, INC.

By

(Title) PRESIDENT

(corporate seal)

(Eastern Greyhound Lines Division)

Approved and Consented to
this 25th day of MAY 1964;

THE GREYHOUND CORPORATION

By

(Title) Vice President

APPROVED FOR TRANSMITTAL FORM TERMS

BT-G62462

STATE OF NEW YORK }
COUNTY OF NEW YORK } ss.

On the 11th day of June, 1964, before me personally came Jack Rosen to me known, who, being by me duly sworn, did depose and say that he resides at

that he is the DIRECTOR, TERMINALS DEPARTMENT of The Port of New York Authority, one of the corporations described in and which executed the foregoing instrument; that he knows the seal of the said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed by order of the Board of Commissioners of the said corporation; and that he signed his name thereto by like order.

Catherine A. Zaffarano
(notarial seal and stamp)
CATHERINE A. ZAFFARANO
NOTARY PUBLIC, State of New York
No. 41-4376392
Qualified in Queens County
Commission expires March 30, 1965

STATE OF OHIO }
COUNTY OF Cuyahoga } ss.

On the 12th day of May, 1964, before me personally came W. H. Egger to me known, who, being by me duly sworn, did depose and say that he resides at

that he is the President of .....
.....Greyhound Lines, Inc. (Eastern Greyhound Lines Division)
one of the corporations described in and which executed the foregoing instrument; that he knows the seal of the said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of the said corporation; and that he signed his name thereto by like order.

Thomas B. Little
(notarial seal and stamp)
THOMAS B. LITTLE, Notary Public
My Commission Expires Feb. 18, 1969

SUPP. NO. 7
BT-G-1

BTLW 12963

Agreement No. ~~XXXXXX~~ BT-G-1
Supplement No. ~~6~~ 7

SUPPLEMENTAL AGREEMENT

THIS AGREEMENT, made as of December 16, 1963 by and between THE PORT OF NEW YORK AUTHORITY (hereinafter called "the Port Authority") and

THE GREYHOUND CORPORATION

(hereinafter called "the Carrier"),

WITNESSETH, That:

WHEREAS, heretofore and as of March 14, 1962 the Port Authority and the Carrier entered into an agreement licensing the use of space and services at the Port Authority Bus Terminal in the Borough of Manhattan, New York, New York, (which said agreement, as the same has been heretofore amended, modified and supplemented, is hereinafter called "the License Agreement"); and

WHEREAS, the Port Authority and the Carrier desire further to amend the License Agreement;

NOW, THEREFORE, for and in consideration of the covenants and agreements herein contained, the Port Authority and the Carrier hereby agree as follows:

BTLW

1. Notwithstanding the provisions of Section 2 and 3 of the License Agreement and in particular the provisions of paragraph (a) (1) of the said Section 2, if at any time or times a condition exists at the Terminal or elsewhere (including without limitation thereto special and seasonal traffic conditions, strikes, labor troubles, construction work, or damage to the Terminal which in the opinion of the Manager of the Terminal may affect the safe or efficient handling of passengers or buses at the particular space specified in Sections 2 and 3 for each particular use), the Manager may assign or designate for any use described in Section 3 including without limitation thereto the loading of buses and the unloading of buses, as an addition to the space described in the said Section 2, any space elsewhere at the Terminal which in the opinion of the Manager is useful for such purpose, and the Carrier shall use such space for such purpose for the duration of the condition as determined by the Manager. While such assignment or designation is in effect the space so assigned or designated shall be deemed, for the purpose of the License Agreement, loading berth space, unloading berth space or charter coach berth space as the case may be depending upon the use for which the assignment or designation was made.

2. The power of the Manager to assign or designate such different space shall be effective only on December 20, 1963 and on January 5, 1964.

3. As hereby amended, all the terms, provisions covenants and conditions of the License Agreement shall continue in full force and effect.

4. The Carrier represents and warrants that no broker has been concerned in the negotiation of this Supplemental Agreement and that there is no broker who is or may be entitled to be paid a commission in connection therewith. The Carrier shall indemnify and save harmless the Port Authority of and from all claims for commission or brokerage made by any and all persons, firms or corporations whatsoever for services in connection with the negotiation and execution of this Supplemental Agreement.

5. Neither the Commissioners of the Port Authority nor any of them, nor any officer, agent or employee thereof, shall be charged personally by the Carrier with any liability, or held liable to the Carrier under any term or provision of this Supplemental Agreement, or because of its execution or attempted execution, or because of any breach, or attempted or alleged breach thereof.

6. This Supplemental Agreement, together with the License Agreement (to which it is supplementary) constitutes the entire agreement between the Port Authority and the Carrier on the subject matter, and may not be changed, modified, discharged or extended except by instrument in writing duly executed on behalf of both the Port Authority and the Carrier. The Carrier agrees that no representations or warranties shall be binding upon the Port Authority unless expressed in writing in the License Agreement or in this Supplemental Agreement.

IN WITNESS WHEREOF, the Port Authority and the Carrier have executed these presents as of the date first above written.

ATTEST:

Mildred C. Porth
ASSISTANT SECRETARY

THE PORT OF NEW YORK AUTHORITY

By Jack Coren

(Title) Director, Terminals Dept.

ATTEST:

W. H. Ingram
Executive Vice President

THE GREYHOUND CORPORATION

By R. J. Shaffer

(Title) President

(Corporate Seal)

Eastern Greyhound Lines Division

APPROVED FOR TRANSMITTAL	
FORM	TERMS
JB	
DYRAD	

BT-G62462

STATE OF NEW YORK }
COUNTY OF NEW YORK } ss.

On the 20th day of December, 196 , before me personally came Jack Rosen to me known, who, being by me duly sworn, did depose and say that he resides at

that he is the Director, Terminals Dept. of The Port of New York Authority, one of the corporations described in and which executed the foregoing instrument; that he knows the seal of the said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed by order of the Board of Commissioners of the said corporation; and that he signed his name thereto by like order.

Catherine A. Zaffarano
(notarial seal and stamp)
CATHERINE A. ZAFFARANO
NOTARY PUBLIC, State of New York
No. 41-4376392
Qualified in Queens County
Commission expires March 30, 1965

STATE OF New York }
COUNTY OF New York } ss.

On the 19th day of **December** , 196 3 , before me personally came **R. F. Shaffer** to me known, who, being by me duly sworn, did depose and say that he resides at

that he is the President of **the Eastern Greyhound Lines Division of The Greyhound Corporation; that The Greyhound Corporation is** one of the corporations described in and which executed the foregoing instrument; that he knows the seal of the said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of the said corporation; and that he signed his name thereto by like order.

(notarial seal and stamp)
Notary Public, State of New York
No 31-6695565
Qualified in New York County
Commission Expires March 30, 1964

Agreement No. BT-G-1
Supplement No. 6

SUPPLEMENTAL AGREEMENT

THIS AGREEMENT made as of October 17, 1963 by and between THE PORT OF NEW YORK AUTHORITY (hereinafter called "the Port Authority") and THE GREYHOUND CORPORATION (hereinafter called "the Carrier"),

WITNESSETH, That:

WHEREAS, heretofore and as of March 14, 1962, the Port Authority and the Carrier entered into an agreement licensing the use of space and services at the Port Authority Bus Terminal in Manhattan, and hereinafter, as the same has been heretofore amended, modified and supplemented, called "the License Agreement"; and

WHEREAS, the Port Authority and the Carrier desire further to amend the License Agreement;

NOW, THEREFORE, for and in consideration of the covenants and agreements herein contained, the Port Authority and the Carrier hereby agree as follows:

1. For the period commencing at 12:01 A.M. on October 17, 1963, and ending with the expiration or earlier termination of the effective period of the license under the License Agreement, the baggage space under the License Agreement, as defined and described in subparagraph (3) of paragraph (a) of Section 2 of the License Agreement as amended by paragraph 1 of Supplement No. 1 to the License Agreement, shall include, in addition to the area heretofore described, the areas on the basement level of the Terminal shown in crosshatching on a sketch hereto attached, hereby made a part hereof and marked "Exhibit A-6". The areas so shown on Exhibit A-6 shall be a part of the baggage space under the License Agreement for all purposes, usable by the Carrier as such, and the Carrier shall have as to the said areas all the rights, duties, obligations and liabilities set forth in the License Agreement with reference to the baggage space.

2. Heretofore by an agreement made as of June 5, 1963 between the Port Authority and the Carrier and referred to as Supplement No. 3 to the License Agreement, an area as shown and described in the said Supplement No. 3 has been a part of the baggage space under the License Agreement. The period during which the area shown and described in Supplement No. 3 shall be a part of the baggage space under the License Agreement shall end at 11:59 o'clock P.M. on October 28, 1963, and the Carrier shall perform all the liabilities and obligations in connection with the area shown and described in Supplement No. 3 on that date that it has in connection with the expiration of the effective period of the License Agreement as to baggage space under the License Agreement.

3. As hereby amended, all the terms, provisions, covenants and conditions of the License Agreement shall continue in full force and effect.

4. The Carrier represents and warrants that no broker has been concerned in the negotiation of this Supplemental Agreement and that there is no broker who is or may be entitled to be paid a commission in connection therewith. The Carrier shall indemnify and save harmless the Port Authority of and from all claims for commission or brokerage made by any and all persons, firms or corporations whatsoever for services in connection with the negotiation and execution of this Supplemental Agreement.

5. Neither the Commissioners of the Port Authority nor any of them, nor any officer, agent or employee thereof, shall be charged personally by the Carrier with any liability, or held liable to the Carrier under any term or provision of this Supplemental Agreement, or because of its execution or attempted execution, or because of any breach, or attempted or alleged breach thereof.

6. This Supplemental Agreement, together with the License Agreement, (to which it is supplementary) constitutes the entire agreement between the Port Authority and the Carrier on the subject matter, and may not be changed, modified, discharged or extended except by instrument in writing duly executed on behalf of both the Port Authority and the Carrier. The Carrier agrees that no representations or warranties shall be binding upon the Port Authority unless expressed in writing in the License Agreement or in this Supplemental Agreement.

IN WITNESS WHEREOF, the Port Authority and the Carrier have executed these presents as of the date first above written.

ATTEST:

Assistant Secretary

THE PORT OF NEW YORK AUTHORITY

By

(Title) Director of Terminals

(seal)

ATTEST:

Secretary

THE GREYHOUND CORPORATION

By R. F. Shaffer

President, Eastern Greyhound

(Title) Lines Division

(corporate seal)

APPROVED FOR SUBMITTAL

ST-G 62462
Ack.

STATE OF NEW YORK }
COUNTY OF NEW YORK } ss.

On the 12th day of December, 1963, before me personally came Jack Casey to me known, who, being by me duly sworn, did depose and say that he resides at

that he is the DIRECTOR, TERMINALS DEPARTMENT of The Port of New York Authority, one of the corporations described in and which executed the foregoing instrument; that he knows the seal of the said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed by order of the Board of Commissioners of the said corporation; and that he signed his name thereto by like order.

Catherine A. Zaffarano
(notarial seal and stamp)
CATHERINE A. ZAFFARANO
NOTARY PUBLIC, State of New York
No. 41-4376322
Qualified in Queens County
Commission expires March 30, 1965

STATE OF OHIO }
COUNTY OF CUYAHOGA } ss.

On the 2ND day of DECEMBER, 1963, before me personally came R. F. Shaffer to me known, who, being by me duly sworn, did depose and say that he resides at

that he is the President of the Eastern Greyhound Lines Division of The Greyhound Corporation; that The Greyhound Corporation is one of the corporations described in and which executed the foregoing instrument; that he knows the seal of the said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of the said corporation; and that he signed his name thereto by like order.

Wayne A. Johnson
(notarial seal and stamp)
WAYNE A. JOHNSON, Notary Public
My Commission Expires June 23, 1968

Agreement No. BT-G-1
Supplement No. 4

SUPPLEMENTAL AGREEMENT

THIS AGREEMENT, made as of August 1, 1963 by and between THE PORT OF NEW YORK AUTHORITY (hereinafter called "the Port Authority") and THE GREYHOUND CORPORATION (hereinafter called "the Carrier"),

WITNESSETH, That:

WHEREAS, heretofore and as of March 14, 1962 the Port Authority and the Carrier entered into an agreement licensing the use of space and services at the Port Authority Bus Terminal (hereinafter, as the same has been heretofore amended, modified and supplemented, called "the License Agreement"); and

WHEREAS, the Port Authority and the Carrier desire further to amend the License Agreement,

NOW, THEREFORE, for and in consideration of the covenants and agreements herein contained, the Port Authority and the Carrier hereby agree as follows:

1. The following shall be the procedure to be utilized by the Port Authority and the Carrier, at the request of the Carrier in connection with furnishing of information at the public information booth in the Terminal as required under the Agreement. Performance by the Port Authority of its obligations as herein stated shall constitute full performance of the Port Authority's obligation to supply information at the said booth as set forth in the License Agreement:

(a) Pursuant to the terms of an alteration application to be made by the Carrier and granted by the Port Authority, the Port Authority will permit the Carrier to install telephones for public use on the Main Concourse of the Port Authority Bus Terminal in the vicinity of the Information Booth as presently erected, all features of the telephone installation including the precise location or locations thereof to be as designated and approved by the Port Authority.

(b) The Carrier shall cause these telephones to be connected directly with an information service office operated by the Carrier and service from every phone shall be offered at all times. The telephone installation, including all such structures, supports and accessories as the Port Authority may approve in connection therewith, shall be installed, maintained, operated, cleaned, repaired and replaced by and at the expense of the Carrier. The Carrier shall have the same obligations in connection therewith as it has with respect to Space under the License Agreement.

(c) The Port Authority, consistent with its obligations to other carriers and with its obligations to the public generally, will handle all inquiries made at the Port Authority Information Booth for information as to Greyhound operations by referring the inquirers to the telephones described above. The Carrier shall give all inquirers using the said telephones the same types of information, as to its operations and those of its connecting carriers, which are normally furnished by the Port Authority to inquirers at the Information Booth, including services, schedules, and fares of the Carrier's and its connecting carriers' lines. In the event any inquirer using the telephones at any time requests information involving service from or to New York City by another than the Carrier, such inquirer shall be immediately requested to ask for such information at the Port Authority Information Booth.

(d) This procedure shall become effective immediately upon the installation of the telephone equipment hereinabove described and shall continue so long as information concerning the Carrier's operations is not dispensed by the Port Authority at the Port Authority Information Booth.

(e) Without limiting the provisions of paragraph (a) the Carrier agrees that the initial installation shall be of four telephone instruments, labelled and signed as specified by the Port Authority. If the Port Authority shall determine in its opinion, upon the basis of its surveys of actual usage of the telephones, that additional or fewer telephones are required, the Port Authority may, as the case may be, entertain application from the Carrier for such additional telephones, or require the Carrier to remove telepones that are not required.

2. As hereby amended, all the terms, provisions, covenants and conditions of the License Agreement shall continue in full force and effect. Without altering or amending the foregoing, the Carrier agrees that nothing herein contained shall alter, amend or affect the rates, charges and fees payable to the Port Authority under the License Agreement.

3. The Carrier represents and warrants that no broker has been concerned in the negotiation of this Supplemental Agreement and that there is no broker who is or may be entitled to be paid a commission in connection therewith. The Carrier shall indemnify and save harmless the Port Authority of and from all claims for commission or brokerage made by any and all persons, firms or corporations whatsoever for services in connection with the negotiation and execution of this Supplemental Agreement.

4. Neither the Commissioners of the Port Authority nor any of them, nor any officer, agent or employee thereof, shall be charged personally by the Carrier with any liability, or held liable to the Carrier under any term or provision of this Supplemental Agreement, or because of its execution or attempted execution, or because of any breach, or attempted or alleged breach thereof.

5. This Supplemental Agreement, together with the License Agreement (to which it is supplementary) constitutes the entire agreement between the Port Authority and the Carrier on the subject matter, and may not be changed, modified, discharged or extended except by instrument in writing duly executed on behalf of both the Port Authority and the Carrier. The Carrier agrees that no representations or warranties shall be binding upon the Port Authority unless expressed in writing in the License Agreement or in this Supplemental Agreement.

IN WITNESS WHEREOF, the Port Authority and the Carrier have executed these presents as of the date first above written.

ATTEST:

ASSISTANT SECRETARY

APPROVED FOR TRANSMITTAL FORM | TERMS

ATTEST:

ASSISTANT SECRETARY

THE PORT OF NEW YORK AUTHORITY

By

(Title) DIRECTOR, TERMINALS DEPARTMENT

(seal)

THE GREYHOUND CORPORATION

By R. Z. Shaffer

(Title) President Eastern Greyhound Lines Division

(corporate seal)

BT-G 62462
Ack.

STATE OF NEW YORK }
COUNTY OF NEW YORK } ss.

On the 11th day of September, 196 3 , before me personally came Jack Cosin to me known, who, being by me duly sworn, did depose and say that he resides at

that he is the DIRECTOR, TERMINALS DEPARTMENT of The Port of New York Authority, one of the corporations described in and which executed the foregoing instrument; that he knows the seal of the said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed by order of the Board of Commissioners of the said corporation; and that he signed his name thereto by like order.

Albert F. Moncure
(notarial seal and stamp)

ALBERT F. MONCURE
NOTARY PUBLIC, STATE OF NEW YORK
No. 60-2746300
Qualified in Westchester County
Commission Expires March 30, 1965

STATE OF OHIO }
COUNTY OF CUYAHOGA } ss.

On the 19TH day of August , 196 3 , before me personally came R.F. Shaffer, to me known, who, being by me duly sworn, did depose and say that he resides at

that he is the President of Eastern Greyhound Lines Division of The Greyhound Corporation, that The Greyhound Corporation is one of the corporations described in and which executed the foregoing instrument; that he knows the seal of the said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of the said corporation; and that he signed his name thereto by like order.

Wayne A. Johnson
(notarial seal and stamp)

WAYNE A. JOHNSON, Notary Public
My Commission Expires June 23, 1968

SUPP. N
BT-G-1

Agreement No. BTG-1
Supplement No. 3

SUPPLEMENTAL AGREEMENT

THIS AGREEMENT, made as of June 5, 1963, by and between THE PORT OF NEW YORK AUTHORITY (hereinafter called "the Port Authority") and THE GREYHOUND CORPORATION (hereinafter called "the Carrier"),

WITNESSETH, THAT:

WHEREAS, heretofore and as of March 14, 1962, the Port Authority and the Carrier entered into an agreement licensing the use of space and services by the Carrier at the Port Authority Bus Terminal in Manhattan, the said agreement, as the same has been heretofore amended, modified and supplemented, being hereinafter called "the Agreement"; and

WHEREAS the Port Authority and the Carrier desire further to amend the Agreement;

NOW, THEREFORE, for and in consideration of the foregoing, and of the covenants and agreements herein contained, the Port Authority and the Carrier hereby agree as follows:

1. For the period commencing with the effective date of this Supplemental Agreement and ending on a date to be determined as hereinafter set forth, the baggage space under the Agreement, as defined and described in subparagraph (3) of paragraph (a) of Section 2 of the Agreement as amended by paragraph 1 of Supplement No. 1 to the Agreement shall include in addition to the area heretofore described, an area on the basement level of the Terminal as shown in diagonal hatching on a sketch hereto attached, hereby made a part hereof, and marked "Exhibit A-5".

2. During the period commencing and ending as hereinabove stated, the area so shown on Exhibit A-5 shall be a part of the baggage space under the Agreement for all purposes, useable by the Carrier as such, and the Carrier shall have as to the area so shown on Exhibit A-5 all the rights, duties, obligations and liabilities set forth in the Agreement as heretofore amended with reference to the baggage space.

3. The period during which the area so shown on Exhibit A-5 shall be a part of the baggage space shall end at 11:59 o'clock P.M. on a day to be determined in the sole discretion of the Port

Authority and to be notified to the Carrier by no less than four (4) days' written notice in advance

4. As hereby amended, all the terms, provisions, covenants and conditions of the Agreement shall continue in full force and effect.

5. The Carrier represents and warrants that no broker has been concerned in the negotiation of this Supplemental Agreement and that there is no broker who is or may be entitled to be paid a commission in connection therewith. The Carrier shall indemnify and save harmless the Port Authority of and from all claims for commission or brokerage made by and all persons, firms or corporations whatsoever for services in connection with the negotiation and execution of this Supplemental Agreement

6. Neither the Commissioners of the Port Authority nor any of them, nor any officer, agent or employee thereof, shall be charged personally by the Carrier with any liability, or held liable to the Carrier under any term or provision of this Supplemental Agreement, or because of its execution or attempted execution, or because of any breach, or attempted or alleged breach thereof.

7. This Supplemental Agreement, together with the Agreement (to which it is supplementary) constitutes the entire Agreement between the Port Authority and the Carrier on the subject matter, and may not be changed, modified, discharged or extended except by instrument in writing duly executed on behalf of both the Port Authority and the Carrier. The Carrier agrees that no representations or warranties shall be binding upon the Port Authority unless expressed in writing in the Agreement or in this Supplemental Agreement.

IN WITNESS WHEREOF, the Port Authority and the Carrier have executed these presents as of the date first above written.

ATTEST:

THE PORT OF NEW YORK AUTHORITY

By

(Title) DIRECTOR, TERMINALS DEPARTMENT

(seal)

ATTEST:

THE GREYHOUND CORPORATION

By R. Z. Shaffer

President, Eastern Greyhound Lines Division

APPROVED FOR TRANSMITTAL

FORM	TERMS
JPS	
DY	

6/18/63

BT-G 62462
Ack.

STATE OF NEW YORK
COUNTY OF NEW YORK } ss.

On the 15th day of ~~June~~ July, 1963, before me personally came Jack Lacen to me known, who, being by me duly sworn, did depose and say that he resides at

that he is the DIRECTOR, TERMINALS DEPARTMENT of The Port of New York Authority, one of the corporations described in and which executed the foregoing instrument; that he knows the seal of the said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed by order of the Board of Commissioners of the said corporation; and that he signed his name thereto by like order.

(notarial seal and stamp)

ALBERT F. MONCURE
NOTARY PUBLIC, STATE OF NEW YORK
No. 60-2746300
Qualified in Westchester County
Commission Expires March 30, 1965

STATE OF **OHIO**
COUNTY OF **CUYAHOGA** } ss.

On the 11th day of **June**, 1963, before me personally came **R. F. Shaffer** to me known, who, being by me duly sworn, did depose and say that he resides at

that he is the President of **Eastern Greyhound Lines Division of The Greyhound Corporation,** one of the corporations described in and which executed the foregoing instrument; that he knows the seal of the said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of the said corporation; and that he signed his name thereto by like order.

Wayne A. Johnson
(notarial seal and stamp)

WAYNE A. JOHNSON, Notary Public
My Commission Expires June 23, 1963

Agreement No. BT-G-1
Lease No. BT-G-2
Lease No. BT-G-3
Lease No. BT-G-4
(Ancillary Agreement)

ANCILLARY AGREEMENT

THIS AGREEMENT, made as of April 1, 1966, by and among THE PORT OF NEW YORK AUTHORITY (hereinafter called "the Port Authority"), a body corporate and politic created by Compact between the States of New York and New Jersey with the consent of the Congress of the United States of America, THE GREYHOUND CORPORATION (hereinafter called "the Guarantor") a corporation organized and existing under the laws of the State of Delaware and having an office and place of business at 140 South Dearborn Street, Chicago, Illinois, and GREYHOUND LINES, INC. (hereinafter called "the Carrier"), a corporation organized and existing under the laws of the State of California and having an office and place of business at 1400 West Third Street, Cleveland, Ohio;

WITNESSETH, That:

WHEREAS, heretofore and as of March 14, 1962, the Port Authority entered into an agreement with the Guarantor licensing the Guarantor to use space and services at the Port Authority Bus Terminal in the Borough of Manhattan, in the City, County and State of New York and hereinafter, as the same has been heretofore amended, modified, supplemented and assigned, called "the License Agreement", and further as of March 15, March 16 and March 17, 1962 respectively, entered into three agreements leasing to the Guarantor space at the Port Authority Bus Terminal for various purposes as therein set forth, the said three agreements of lease, as each of the same has been heretofore amended, modified, supplemented and assigned, being hereinafter collectively called "the Leases"; and

WHEREAS, by agreement made among the Port Authority, the Guarantor and the Carrier, the License Agreement and the Leases were assigned by The Greyhound Corporation to Greyhound Lines, Inc., The Greyhound Corporation remaining fully liable on all of the said agreements assigned; and

WHEREAS, the Port Authority and the Carrier contemplate further amendments of the License Agreement and of the Leases from time to time and the Guarantor desires to permit the Port Authority and the Carrier to modify, amend or supplement the License Agreement and the Leases or any of them from time to time and at any time to any extent without obtaining the express consent or approval of The Greyhound Corporation in connection therewith, and without thereby

relieving The Greyhound Corporation in any way of any of the liabilities and obligations it has had, now has or shall or may have under the License Agreement or under any of the Leases as the same have been heretofore or may hereafter be amended, modified and supplemented;

NOW, THEREFORE, in order to induce the Port Authority to agree to modifying, amending and supplementing the License Agreement and the Leases or any of them, whether or not such modification or amendment shall increase or diminish the liabilities or obligations of the Guarantor under the said agreements or Leases or any of them, and to accomplish such amendments in a more expeditious manner, as may hereafter be agreed upon between the Port Authority and the Carrier from time to time, without then securing the express consent or approval of The Greyhound Corporation, the Guarantor hereby agrees with the Port Authority and the Carrier as follows:

1. The Guarantor hereby absolutely and unconditionally guarantees, promises and agrees that Greyhound Lines, Inc. will duly and punctually pay all fees, rentals and other monetary obligations which it has or shall have under the License Agreement and under each of the Leases, and that Greyhound Lines, Inc. will faithfully and fully perform, fulfill and observe all the other terms, covenants and conditions of the License Agreement and of each of the Leases on its part to be performed, fulfilled and observed.

2. The Guarantor waives and dispenses with any and all notices of non-payment, non-performance or non-observance, or proof of notice or demand whereby to charge it therefor, and agrees that the validity of this Contract of Guaranty and the obligations of the Guarantor hereunder shall in no wise be terminated, affected or impaired by reason of any failure on the part of the Port Authority to insist upon strict performance under the License Agreement or under any one or more of the Leases, or by the assertion by the Port Authority of any of the rights or remedies reserved to the Port Authority under the provisions of the License Agreement or of any one or more of the Leases, or by the prosecution, withdrawal, discontinuance or settlement of any judicial or other proceeding by the Port Authority against Greyhound Lines, Inc.

3. This Contract of Guaranty shall remain and continue in full force and effect as to any and every renewal, modification or extension of the License Agreement or of any one or more of the Leases whether in accordance with the terms thereof or by a

separate or additional document, and notwithstanding any such renewal, modification or extension. The Greyhound Corporation agrees that the Port Authority and the Carrier may from time to time by written agreement or otherwise modify, amend, supplement or change any one or more of the Leases or the License Agreement without then or thereafter procuring the express consent, approval, agreement or waiver of The Greyhound Corporation and The Greyhound Corporation hereby consents in advance to all such changes and covenants and agrees that in order to induce the Port Authority to execute each and every such agreement, modification, supplement or amendment, it will guarantee the performance of all obligations thereunder without regard to the fact that the obligations and liabilities of the Carrier under the Agreement or agreements heretofore assigned may thereby be amended, modified, supplemented, enlarged, diminished or otherwise changed. Neither the fact that amendments have heretofore been made with the express consent of The Greyhound Corporation nor the fact that they may have been heretofore and may hereafter be made without any notice, knowledge or express consent whatsoever in The Greyhound Corporation, shall alter, amend or diminish the absolute obligation of The Greyhound Corporation to guarantee the liabilities and obligations of the Carrier under each and every one of the Leases and under the License Agreement as each and every one of the same may have been or may hereafter be amended, modified or supplemented.

4. Acceptance of this Contract of Guaranty and reliance thereon by the Port Authority shall be evidenced by the execution of any amendment of the License Agreement or any of the Leases by the Port Authority and the Carrier, without further act or notice. If, for any reason, any part of the obligations of the Guarantor hereunder shall be held invalid or unenforceable, the balance of the said obligations shall nevertheless remain in full force and effect. Failure physically to attach a copy of the License Agreement or of any one or more of the Leases to this Contract of Guaranty shall not void, alter or affect this Contract of Guaranty, or alter or amend the obligations of the Guarantor hereunder.

5. The Guarantor represents and warrants that it has full power and authority to agree in the matter hereinabove set forth and so to guarantee the liabilities and obligations

of the Carrier as the same may be hereafter modified or enlarged.

IN WITNESS WHEREOF, the Guarantor has caused these presents to be executed this 21st day of JUNE, 1966.

ATTEST:

SECRETARY

THE PORT OF NEW YORK AUTHORITY

By Jack Rosen

(Title) DIRECTOR, TERMINALS DEPARTMENT

(seal)

ATTEST: G. T. Christie

Secretary

THE GREYHOUND CORPORATION

By R. F. Shaffer

(Title) Ex. Vice-President

(corporate seal)

ATTEST: G. T. Christie

Secretary

GREYHOUND LINES, INC.

By

(Title) President

(corporate seal)

APPROVED FOR TRANSMITTAL

FORM	TERMS
JAS	

BT-G 62462
Ack.

STATE OF NEW YORK }
COUNTY OF NEW YORK } ss.

On the 12th day of July, 1966, before me personally came Jack Chen to me known, who, being by me duly sworn, did depose and say that he resides at

that he is the DIRECTOR, TERMINALS DEPARTMENT of The Port of New York Authority, one of the corporations described in and which executed the foregoing instrument; that he knows the seal of the said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed by order of the Board of Commissioners of the said corporation; and that he signed his name thereto by like order.

Catherine A. Zaffarano
(notarial seal and stamp)

CATHERINE A. ZAFFARANO
Notary Public, State of New York
No. 41-4376392
Qualified in Queens County
Commission Expires March 30, 1967

STATE OF ILLINOIS }
COUNTY OF COOK } ss.

On the 21st day of June, 1966, before me personally came R. F. Shaffer to me known, who, being by me duly sworn, did depose and say that he resides at

that he is the Ex. Vice - President of The Greyhound Corporation one of the corporations described in and which executed the foregoing instrument; that he knows the seal of the said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of the said corporation; and that he signed his name thereto by like order.

Lawrence T. McKirnan
(notarial seal and stamp)

My Commission Expires Jan. 25, 1969

BT-G 62462
Ack.

~~STATE OF NEW YORK~~)
) ss.
COUNTY OF NEW YORK)

On the day of , 196 , before me personally came
to me known, who, being by me duly sworn, did depose and say that he resides at

that he is the
of The Port of New York Authority, one of the corporations described in and which executed the foregoing instrument; that he knows the seal of the said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed by order of the Board of Commissioners of the said corporation; and that he signed his name thereto by like order.

~~(notarial seal and stamp)~~

STATE OF ILLINOIS)
) ss.
COUNTY OF COOK)

On the 21st day of June , 1966 , before me personally came H. Vance Greenslit
to me known, who, being by me duly sworn, did depose and say that he resides at

that he is the President of
Greyhound Lines, Inc.,
one of the corporations described in and which executed the foregoing instrument; that he knows the seal of the said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of the said corporation; and that he signed his name thereto by like order.

Lawrence T. McKirnan
(notarial seal and stamp)

My Commission Expires Jan. 25, 1969

LETTER
AGREEMENT

THE PORT OF NEW YORK AUTHORITY
111 Eighth Avenue at 15th Street, New York 11, New York
Algonquin 5-1000
TERMINALS DEPARTMENT
Henry Davison
DIRECTOR

January 22, 1963

Port Authority Bus Terminal
Agreement No. BT-G-1

The Greyhound Corporation
1400 West Third Street
Cleveland 13, Ohio

Attention: The President, Eastern Greyhound Lines Division

Gentlemen:

This is to notify you in accordance with paragraph (b) of Section 22 of a certain agreement made between you and The Port of New York Authority as of March 14, 1962, that the Space as defined in the said agreement will not be available on April 1, 1963, the effective date set forth in Section 4 of the said agreement. You are hereby notified that the effective date of the license is postponed and is now May 1, 1963.

Very truly yours,

THE PORT OF NEW YORK AUTHORITY

By Jack Rosen

(Title) Deputy Director
Terminals Department

REGISTERED MAIL

1/30/63 - Copy from R. F. Shaffer to:

M. Buffington
J. E. Hawthorne
N. L. Maino
A. P. Sledz
C. J. Bronston
J. M. Clarke (original)
H. J. Lesko (2)
R. J. O'Connor

AGREEMENT
BT-G-1

BT-G 4462 No.BT-G-1

AGREEMENT

between

THE PORT OF NEW YORK AUTHORITY

and

THE GREYHOUND CORPORATION

for Space and Services

at

THE PORT AUTHORITY BUS TERMINAL

1962

BT-G 111261

Agreement No. BT-G-1

THIS AGREEMENT, made as of the fourteenth day of March, 1962, by and between THE PORT OF NEW YORK AUTHORITY (hereinafter referred to as "the Port Authority"), a body corporate and politic created by Compact between the States of New York and New Jersey, with the consent of the Congress of the United States of America, and having an office at 111 Eighth Avenue, in the Borough of Manhattan, in the City, County and State of New York, and THE GREYHOUND CORPORATION (hereinafter referred to as "the Carrier"), a corporation organized and existing under the laws of the State of Delaware, with an office and place of business at 140 South Dearborn Street, Chicago 3, Illinois, whose representative is the President of Eastern Greyhound Lines Division of The Greyhound Corporation, 1400 West Third Street, Cleveland 13, Ohio,

WITNESSETH, That:

WHEREAS, the Port Authority, acting in the public interest and in furtherance of the Comprehensive Plan for the Development of the Port of New York and pursuant to Chapter 95 of the Laws of New Jersey, 1946, and Chapter 443 of the Laws of New York, 1946, maintains and operates, on the block bounded by Eighth Avenue, West 40th Street, Ninth Avenue, and West 41st Street, in the Borough of Manhattan, in the City, County and State of New York, a motor-bus terminal together with overhead viaducts to the west side of Ninth Avenue (all hereinafter collectively referred to as "the Terminal") and provides certain services at the Terminal; and

WHEREAS, the Carrier desires a license to use space in the Terminal and the privilege of utilizing the services provided;

NOW, THEREFORE, the Port Authority and the Carrier, for and in consideration of the covenants, agreements and payments hereinafter provided, agree as follows:

Section 1. General Agreement

The Port Authority shall license the Carrier to use space and shall provide services at the Terminal, and the Carrier agrees to exercise the license and utilize the services and to pay therefor, all as hereinafter more particularly set forth in this Agreement.

Section 2. License to Use Space

(a) The Port Authority hereby grants to the Carrier a license to use space at the Terminal as follows:

(1) On the lower bus level of the Terminal, those of the spaces shown in red on the plan hereto attached, hereby made a part hereof, and marked "Exhibit A", the gates to which as shown on Exhibit A carry even numbers, 12 to 40, both inclusive, and that portion of the platform area abutting thereon also shown in red on Exhibit A; all such spaces and the said platform area are hereinafter collectively referred to as "the berth space".

(2) Space consisting of the dispatcher's booths shown in blue on Exhibit A, hereinafter referred to as "the dispatcher's booth space".

(3) All space the use of which is licensed under subparagraphs (1) and (2) of this paragraph (a) is hereinafter referred to collectively as "the Space". The use thereof shall be exclusive to the Carrier, subject to all the terms and provisions of this Agreement.

(b) The Port Authority shall provide waiting-room and free, non-exclusive toilets at the Terminal and shall designate the same for the use of the passengers of the Carrier in common with passengers of other carriers and with the public; the passengers of the Carrier will be permitted to use such areas, subject to and upon compliance with the applicable terms and conditions of this Agreement, and the rules and regulations of the Port Authority; the Port Authority may remove violators and exclude repeated violators from the Terminal.

Section 3. Carrier's Rights to Use Space

(a) The Carrier shall use the berth space for the following purposes only and for no other purpose whatsoever: For the arrival or departure or parking of buses operated by the Carrier and, in connection therewith, for the cleaning and maintenance of such buses, as defined in Section 29 hereof, and for the standing of service vehicles attending such buses.

(b) The Carrier shall use the dispatcher's booth space only for dispatching purposes and for the maintenance of private telephone, teletype and intercommunication stations, and for no other purpose whatsoever.

(c) The Carrier, its officers, employees and passengers, shall have the right of ingress and egress between the Space and the streets outside the Terminal. Such right shall be exercised by means of the pedestrian or vehicular ways, (to be used in common with others having rights of passage within the Terminal and in accordance with the rules and regulations of the Port Authority) as may from time to time be designated by the Port Authority for the type of traffic involved, for the use of carriers, or for the use of the public. The Port Authority may, at any time, temporarily or permanently close, or consent to or request the closing of any such way, so long as reasonable means of ingress and egress remains available. The Carrier hereby releases and discharges the Port Authority of and from any and all claims, demands or causes of action which the Carrier may now or at any time hereafter have, arising or alleged to have arisen out of the closing of any such way, or of any street, roadway or other public area, whether within or outside the Terminal. The direction of traffic on stairways and escalators and in halls, corridors and other portions of the Terminal shall be at all times subject to determination and redetermination by the Manager. The Manager may discontinue the operation of all or any number of the escalators for such period or periods as he may determine advisable, in the interests of safety, efficiency or economy of operation of the Terminal, or for repair, replacement or maintenance.

Section 4. Effective Period

(a) This Agreement shall become effective on the execution thereof by both the Port Authority and the Carrier.

(b) The license granted hereby shall become effective on April 1, 1963 and shall expire on March 31, 1983, except that it shall terminate with any earlier termination of this Agreement. The Port Authority shall be obligated to provide services to the Carrier only while the license is in effect.

(c) For a period of forty-five (45) days immediately prior to the commencement of the effective period of the license, the Carrier shall have the right to enter the Terminal, to familiarize its employees with the same and with the intended uses thereof, and to the extent the Space is available or, in the opinion of the Port Authority can accommodate such activities, to install equipment in the dispatcher's booth space. All such installation, and all alteration and construction in connection therewith shall be done after issuance of a permit therefor by the Port Authority and pursuant to the terms thereof.

Agreement No. BT-G-1
Supplement No. 2

SUPPLEMENTAL AGREEMENT

THIS AGREEMENT, made as of July 26, 1962 by and between THE PORT OF NEW YORK AUTHORITY (hereinafter called "the Port Authority") and THE GREYHOUND CORPORATION (hereinafter called "the Carrier"),

WITNESSETH, THAT:

WHEREAS, heretofore and as of March 14, 1962, the Port Authority and the Carrier entered into an agreement licensing the use of space and services by the Carrier at the Port Authority Bus Terminal in Manhattan, the said agreement, as the same has been heretofore amended, modified and supplemented, being hereinafter called "the Agreement"); and

WHEREAS, the Port Authority and the Carrier desire to amend the Agreement,

NOW, THEREFORE, the Port Authority and the Carrier hereby agree as follows:

1. (a) The Port Authority shall provide air-conditioning as hereinafter set forth, for that portion only of the Space as defined under the Agreement, which is shown on Exhibit A-4 to the Agreement. Air-conditioning to a comfortable temperature shall be supplied in the said portion of the Space from May 1 through September 30 in each year during such days and hours as the Carrier conducts its business and shall be paid for by the Carrier at the annual rate of One Thousand Seven Hundred Fifty Dollars and No Cents ($1,750.00), such rate being subject to adjustment as provided in the Agreement. The air-conditioning charge shall be payable by the Carrier in advance in equal monthly installments, subject to adjustment as referred to above. The Port Authority may at its option, furnish the air-conditioning by installing a complete air-conditioning unit in the said portion of the Space, and no such installation shall be or shall be construed to be a denial of the use of the Space, or shall be grounds for any diminution or abatement of the fees payable under the Agreement.

(b) If the Carrier erects any partitions or makes any improvements which stop, hinder, obstruct or interfere with the conditioning of the air then no such action by the Carrier shall impose any obligation on the Port Authority to install facilities, equipment or fixtures for air-conditioning additional to those existing or presently planned, or to increase the capacity of existing or presently planned facilities, equipment or fixtures, and the Carrier shall not in such event be relieved of any of its obligations hereunder, by reason of any failure to maintain a comfortable temperature in the premises. No approval given by the Port Authority under the Agreement shall be or be deemed to be a representation that the work approved thereunder will not stop, hinder, obstruct or interfere with the air conditioning of the said portion of the Space or any part thereof.

(c) The Carrier shall keep closed all doors and windows opening from the said portion of the Space to areas which are not air-conditioned, except that doors may be opened when required for ingress or egress. The Carrier shall not otherwise waste or dissipate the air-conditioning by any act or omission whatsoever. Without otherwise affecting the Port Authority's rights or remedies in the event of any breach by the Carrier of its obligations under this Section, the Port Authority shall have the right to discontinue the said air-conditioning during any period of such waste or dissipation and no failure of the Port Authority to supply any such service under such conditions shall affect the obligations of the Carrier under the Agreement as hereby amended.

2. The Port Authority and the Carrier have heretofore agreed upon certain forms to be used for the making of reports to the Carrier under the provisions of Section 14(c)(6) of the Agreement, identified as the Carrier's Form E-7 (the ticket collection envelope), Form O-11 (drivers' trip report), Form O-14 (charter trip report) and Form TC-12 (Greyhound Terminal Agent's summary). For so long as the Carrier shall, in its conduct of non-charter operations from Central Manhattan, provide transportation only for persons supplied with tickets, and shall collect no cash fares in Central Manhattan, the said Form E-7, the ticket collection envelope, need not be retained by the Carrier for inspection by the Port Authority.

3. As hereby amended, all the terms, provisions, covenants and conditions of the Agreement shall continue in full force and effect.

4. The Lessee represents and warrants that no broker has been concerned in the negotiation of this Supplemental Agreement and that there is no broker who is or may be entitled to be paid a commission in connection therewith. The Carrier shall indemnify and save harmless the Port Authority of and from all claims for commission or brokerage made by any and all persons, firms or corporations whatsoever for services in connection with the negotiation and execution of this Supplemental Agreement.

5. No Commissioner, director, officer, agent or employee of either the Port Authority or the Carrier shall be charged personally or held contractually liable by or to the other party under any term or provision of this Supplemental Agreement, or because of its execution or attempted execution, or because of any breach, or attempted or alleged breach thereof.

6. This Supplemental Agreement, together with the Agreement (to which it is supplementary) constitutes the entire agreement between the Port Authority and the Carrier on the subject matter, and may not be changed, modified, discharged or extended except by instrument in writing duly executed on behalf of both the Port Authority and the Carrier. The Carrier agrees that no representations or warranties shall be binding upon the Port Authority unless expressed in writing in the Agreement or in this Supplemental Agreement.

IN WITNESS WHEREOF, the Port Authority and the Carrier have executed these presents as of the date first above written.

ATTEST:

Mildred C. Porth
Assistant Secretary

THE PORT OF NEW YORK AUTHORITY

By H. Dawson

(Title) DIRECTOR, TERMINAL DEPARTMENT

(Seal)

ATTEST:

R. A. Anthony
Assistant Secretary

THE GREYHOUND CORPORATION
(Eastern Greyhound Lines Division)

By R. F. Shaffer

(Title) President

(Corporate Seal)

BT-G 62462
Ack.

STATE OF NEW YORK }
COUNTY OF NEW YORK } ss.

On the 25 day of September, 196 2 , before me personally came W. Davidson to me known, who, being by me duly sworn, did depose and say that he resides at New Jersey that he is the Director Terminals of The Port of New York Authority, one of the corporations described in and which executed the foregoing instrument; that he knows the seal of the said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed by order of the Board of Commissioners of the said corporation; and that he signed his name thereto by like order.

Bernice Rothberg
(notarial seal and stamp)

BERNICE ROTHBERG
NOTARY PUBLIC, State of New York
No. 41-3374845 QUEENS County
Term expires March 30, 1963

STATE OF OHIO }
COUNTY OF CAYUHOGA } ss.

On the 11th day of September , 196 2 , before me personally came R. F. Shaffer to me known, who, being by me duly sworn, did depose and say that he resides at

that he is the President of

The Greyhound Corporation, Eastern Greyhound Lines Division,

one of the corporations described in and which executed the foregoing instrument; that he knows the seal of the said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of the said corporation; and that he signed his name thereto by like order.

Arthur J. Kuehny
(notarial seal and stamp)

ARTHUR J. KUEHNY, Notary Public
My Commission Expires Mar. 15, 1963

APPROVED FOR
SUBMISSION
JAS
by
TERMS

SUPP. NO. 1
BT-G-1

Agreement No. BT-G-1
Supplement No. 1

SUPPLEMENTAL AGREEMENT

THIS AGREEMENT, made as of April 9, 1962, by and between THE PORT OF NEW YORK AUTHORITY (hereinafter called "the Port Authority") and THE GREYHOUND CORPORATION (hereinafter called "the Carrier"),

WITNESSETH, That:

WHEREAS, heretofore and as of March 14, 1962, the Port Authority and the Carrier have entered into an agreement licensing the use of space and services by the Carrier at the Port Authority Bus Terminal in Manhattan, in the City, County and State of New York, hereinafter called "the License Agreement"; and

WHEREAS, the Port Authority and the Carrier desire to amend the License Agreement;

NOW, THEREFORE, for and in consideration of the foregoing, and of the covenants and agreements herein contained, the Port Authority and the Carrier hereby agree as follows:

1. Subparagraph (3) of paragraph (a) of Section 2 of the License Agreement is hereby deemed to have been deleted therefrom and the following subparagraphs are hereby substituted in lieu thereof:

"(3) Space (allocated only if the Port Authority has notified the Carrier it is to handle its own baggage and express, in accordance with Section 33 (g) of this Agreement), consisting of an area on the basement story of the Terminal as shown in diagonal hatching on a sketch hereto attached, hereby made a part hereof, and marked 'Exhibit A-2'; an area on the lower bus level of the Terminal as shown in diagonal hatching on a sketch hereto attached, hereby made a part hereof, and marked 'Exhibit A-3'; and an area on the Main Concourse of the Terminal as shown in diagonal hatching on a sketch hereto attached, hereby made a part hereof, and marked 'Exhibit A-4'; all the space described in this subparagraph (3) is hereinafter referred to collectively as 'the baggage space'.

"(4) All space the use of which is licensed under subparagraphs (1), (2) and (3) of this paragraph (a) is hereinafter referred to collectively as 'the Space'. The use thereof shall be exclusive to the Carrier, subject to all the terms and provisions of this

Agreement. The Port Authority for the benefit of itself and of its Commissioners, officers, employees, agents, contractors, subcontractors, tenants, permittees, licensees, invitees, guests and persons doing business with it at the Terminal, and of all officers, employees, passengers, invitees and guests of, and other persons doing business at the Terminal with, any of the foregoing, shall have at all times a free right of access and passage over the portion of the Space shown in diagonal hatching (over color) on Exhibit A to the License Agreement, for passage between portions of the Terminal separated by the said portion of the Space."

2. The following paragraph is hereby added to Section 3 of the License Agreement:

> "(d) The Carrier shall use the baggage space for the reception, delivering, handling and storage of manifest and other baggage and of express carried or to be carried in the operations of the Carrier or in the operations of another carrier for which, on direction of the Port Authority in accordance with Section 33(c) of this Agreement, the Carrier is performing services at the Terminal with relation to manifest baggage or express or both, and the Carrier may use the baggage space for the handling of mail or newspapers or both, carried or to be carried in the operations of the Carrier or of such other carrier, and for an administrative and clerical office in connection with the baggage space operation."

3. The parenthetical phrase, "(not including the baggage space)" is hereby deemed to have been inserted in paragraph (b) of Section 5 of the License Agreement, to follow the word "Space".

4. Paragraph (c) is hereby deemed to have been deleted from Section 5 of the License Agreement, and the following paragraph is hereby substituted therefor:

> "(c) The Port Authority shall supply in the berth space and in the dispatcher's booth space only, the following: (i) electricity in reasonable quantities for the operation of teletype machines and for illumination purposes, by which is meant only the energizing of incandescent and fluorescent fixtures; (ii) light bulbs and tubes; and (iii) eight (8) electric outlets for use in connection with the cleaning and maintenance defined in Section 29 hereof."

5. In addition to its obligations set forth in Section 12 of the License Agreement, the Carrier shall keep the baggage space at all times clean and in an orderly condition and appearance, together with all the fixtures therein and all the equipment and personal property (including without limitation thereto,

the tractor and all other rolling stock assigned to the Carrier under Section 33 (g) of the License Agreement) whether belonging to the Port Authority or to the Carrier, located within the baggage space or used by the Carrier in connection therewith. With respect to all parts of the baggage space, and all the equipment located therein or used by the Carrier in connection therewith, including without limitation thereto, all the equipment originally furnished by the Port Authority, and with respect to the conveyor system (if any) in its entirety, and with respect to all those portions of the plumbing, electrical, mechanical, heating, ventilation and air-conditioning systems, if any, which are located in the baggage space, the Carrier shall take the same good care thereof that would be taken by a reasonably prudent owner who desires to keep and maintain the same so that at the expiration or termination of the effective period of the license under the License Agreement and at all times during the said effective period, the same or a reconstruction or replacement thereof or of any part thereof will be in as good condition as at the commencement of the said effective period, except for reasonable wear which does not affect the efficient or proper utilization of any part thereof. To that end, the Carrier shall perform all necessary preventive maintenance, including but not limited to painting of the interior of the baggage space, and except as hereinafter set forth, shall make all necessary repairs and replacements and do all necessary rebuilding, with respect to all parts of the baggage space, the conveyor system in its entirety and all of the equipment, and with respect to the portions of the various above-enumerated systems which are located in the baggage space. All fixtures, equipment and other personal property originally assigned to the Carrier, and all replacements thereof, shall be and remain the property of the Port Authority. Notwithstanding the foregoing, the Port Authority shall perform all necessary maintenance and repair of the structural framework of the baggage space. The Carrier shall have no claim or remedy against the Port Authority for breach of such obligation, unless reasonable notice of the necessity for repair shall have been given to the Port Authority.

6. (a) The Port Authority shall fulfill its undertaking in Section 33(g) of the License Agreement to provide equipment for the baggage space as follows:

(1) The Port Authority will deliver to the Carrier at the baggage space, on or before the commencement of the effective period of the license under the License Agreement, the following articles: one used electric water cooler, one used electric baggage tractor with charger, and ten baggage carts each approximately thirty inches by sixty inches in dimension.

(2) The Port Authority will pay to the Carrier the sum of Twenty-seven Thousand Dollars and No Cents ($27,000.00), to be used by the Carrier in the purchase of equipment assigned to use at the baggage space. Further, if the Carrier shall install in the baggage space the power-operated revolving mechanical

baggage-sorting device known as the baggage carousel, then the Port Authority shall pay the Carrier an additional sum of Seven Thousand Dollars and No Cents ($7,000.00). The payments shall be made upon completion by the Carrier of the work of equipping the baggage space.

(b) All equipment purchased by the Carrier and assigned to use at the baggage space as set forth above shall be maintained and as necessary replaced by the Carrier, as set forth in Section 5 of this Supplemental Agreement; on the expiration or earlier termination of the effective period of the license under the License Agreement all of the same shall without execution of any further instrument, become the property of the Port Authority. The Carrier shall fulfill its obligations hereunder by delivering equipment which is in first-class operating condition and appearance, whether or not then new.

7. The Carrier represents and warrants that no broker has been concerned in the negotiation of this Supplemental Agreement and that there is no broker who is or may be entitled to be paid a commission in connection therewith. The Carrier shall indemnify and save harmless the Port Authority of and from all claims for commission or brokerage made by any and all persons, firms or corporations whatsoever for services in connection with the negotiation and execution of this Supplemental Agreement.

8. No Commissioner, director, officer, agent or employee of either the Port Authority or the Carrier shall be charged personally or held contractually liable by or to the other party under any term or provision of this Supplemental Agreement, or because of its execution or attempted execution, or because of any breach, or attempted or alleged breach thereof.

9. This Supplemental Agreement, together with the License Agreement, (to which it is supplementary) constitutes the entire agreement between the Port Authority and the Carrier on the subject matter, and may not be changed, modified, discharged or extended except by instrument in writing duly executed on behalf of both the Port Authority and the Carrier. The Carrier agrees that no representations or warranties shall be binding upon the Port Authority unless expressed in writing in the License Agreement or in this Supplemental Agreement.

IN WITNESS WHEREOF, the Port Authority and the Carrier have executed these presents this 17th day of May, 1962.

ATTEST: Joseph M. Coates

THE PORT OF NEW YORK AUTHORITY

By S. Sloan Colt

(Title) Chairman

(Seal)

ATTEST: Merrill Buffington

THE GREYHOUND CORPORATION

By T. C. Frailey

(Title) President

(Corporate Seal)

BTG

STATE OF NEW YORK }
COUNTY OF NEW YORK } ss.

On the 17th day of May, 1962, before me personally came S. S. Lincoln to me known, who, being by me duly sworn, did depose and say that he resides

that he is the Chairman of the Board of The Port of New York Authority, one of the corporations described in and which executed the foregoing instrument; that he knows the seal of the said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed by order of the Board of Commissioners of the said corporation; and that he signed his name thereto by like order.

Mildred B. Bruno
(notarial seal and stamp)

MILDRED B. BRUNO
NOTARY PUBLIC, State of New York
No. 30-5497825
Qualified in Nassau County
Cert. filed in New York County
Commission Expires March 30, 1964

STATE OF NEW YORK }
COUNTY OF NEW YORK } ss.

On the 17th day of May, 1962, before me personally came M. C. Fowler to me known, who, being by me duly sworn, did depose and say that he resides at

that he is the President of The Greyhound Corporation, one of the corporations described in and which executed the foregoing instrument; that he knows the seal of the said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of the said corporation; and that he signed his name thereto by like order.

Mildred B. Bruno
(notarial seal and stamp)

MILDRED B. BRUNO
NOTARY PUBLIC, State of New York
No. 30-5497825
Qualified in Nassau County
Cert. filed in New York County
Commission Expires March 30, 1964

ANCILLARY
AGREEMENT

Section 5. General Services

(a) Except as otherwise provided in this Agreement, the Port Authority shall make such repairs as may be necessary to keep the Terminal and the Space in good operating condition. The Carrier shall have no claim or remedy against the Port Authority for breach of such obligation, unless reasonable notice of the necessity for repairs shall have been given to the Port Authority. If the Interstate Commerce Commission or the Public Service Commission of the State of New York or another governmental regulatory body having jurisdiction over the operations of the Carrier in the City of New York shall order the Carrier to discontinue use of the Terminal unless an alteration is made therein, the Port Authority, upon reasonable notice from the Carrier of such requirement, shall proceed to make the necessary alteration.

(b) The Port Authority shall clean and keep clean the public area of the Terminal and shall clean and keep clean the Space, all as reasonably required.

(c) The Port Authority shall supply in all the Space: (i) electricity in reasonable quantities for the operation of teletype machines and for illumination purposes, by which is meant only the energizing of incandescent and fluorescent fixtures; (ii) light bulbs and tubes; and (iii) eight (8) electric outlets for use in connection with the cleaning and maintenance defined in Section 29 hereof.

(d) To the extent and for the time permitted by the supplier of telephone service to the Terminal, the Port Authority shall provide an internal telephone system interconnecting telephone stations on the lower bus level and the main concourse. The Port Authority shall cause to be installed and interconnected in such system a telephone station in the dispatcher's booth space upon condition that the Carrier shall continue at all times to satisfy the requirements of the supplier of telephone service with respect thereto, other than in paying the charge for installation and the rental of such station or stations in the Space. The internal system will be connected through a switchboard with a central office of the supplier of telephone service, and incoming calls only may be received by the Carrier from such central office at such stations in the Space.

(e) The Port Authority shall provide free non-exclusive toilets for the employees of the Carrier using the Terminal.

(f) Upon request of the Carrier, the Port Authority shall tow any bus disabled in the Terminal, if such bus is capable of being towed on its wheels, free of charge, from the point of original disablement to a point within or without the Terminal, as designated by the Port Authority. The Port Authority shall have the right at all times to remove buses disabled in the Terminal (except such as are in the berth space), to such point within or without the Terminal as may be designated by the Port Authority. Towing and removal performed under this paragraph (f) shall be at the risk of the Carrier except for damage sustained by the Carrier or any third party resulting from the active, sole negligence of the Port Authority in the course of such towing and removal.

(g) The Port Authority shall supply, at such point in the berth space as may be mutually agreed upon, compressed air at ninety (90) pounds per square inch, and cold water of the character furnished in the vicinity by the City of New York.

(h) The Port Authority shall provide parcel-checking service for members of the public at the Terminal, at reasonable fees to be charged the users.

(i) The above described services may, as determined from time to time by the Port Authority, be furnished directly by the Port Authority or through the medium of contractors or others; but if any service is furnished through such medium, the Port Authority shall remain responsible to the Carrier.

Section 6. Services Provided by the Port Authority for the Carrier

(a) The Port Authority, as agent for the Carrier, shall supply to the public at the Terminal information concerning the services, schedules and rates of the Carrier (except for charter coach and tour services and rates) by providing a booth at the Terminal, attended during all hours necessary for adequate service to the public, and by answering telephone inquiries at all hours. The Port Authority shall supply only information previously supplied to it in writing by the Carrier. The Port Authority shall handle inquiries for charter coach service according to the procedure set forth on a Schedule hereto attached, hereby made a part hereof, and marked "Exhibit C".

(b) Upon request made by an authorized representative of the Carrier, the Port Authority shall, as agent for the Carrier, announce by use of the public address system the departures of the buses of the Carrier, reasonably prior thereto, as the Port Authority may determine. Whenever time permits, consistent with its obligations to other carriers, the Port Authority shall announce each departure twice. The Carrier shall not be entitled to any other use of the public address system or to use it directly in any event.

(c) As agent for the Carrier, the Port Authority shall provide space (hereinafter referred to as "the baggage room") at the Terminal to be used by it for the receiving and delivering of express and manifest baggage. The Port Authority shall, as agent for the Carrier, handle express and manifest baggage in accordance with the following:

(1) Manifest baggage

(i) The Port Authority shall receive outbound manifest baggage from passengers of the Carrier at the baggage room and shall give a baggage check therefor, at the same time marking or punching the passenger's ticket. Such checks shall be provided by the Carrier, on forms subject to the approval of the Port Authority. The Port Authority shall deliver such baggage at the Terminal to the bus designated by the Carrier and shall load the baggage on the bus. The Port Authority shall prepare and complete manifest forms for such baggage and shall deliver the same as directed by the Carrier to the driver of the bus on which the baggage is to travel, or to the dispatcher thereof. No outbound manifest baggage shall be permitted to leave the Terminal before a duplicate manifest form has been receipted by the driver or dispatcher of the Carrier and delivered to the Port Authority. For baggage which is excess in weight or excess in value or both, according to the tariffs of the Carrier, the Port Authority shall at the time of deposit collect the excess charge required by the tariff. The Carrier shall provide sufficient equipment promptly to remove from the Terminal all outbound baggage, and hereby authorize the Port Authority to load on buses of the Carrier, without further direction, all outbound baggage which has remained in the baggage room at the Terminal for so long as 72 hours after the issuance of the check therefor. The Carrier shall receipt for such baggage.

(ii) The Port Authority shall unload inbound manifest baggage from the bus of the Carrier at the Terminal, giving a receipt therefor to the driver of the bus, shall transport the same to the baggage room, and shall deliver the same without charge to the person presenting the check therefor which has been issued at the point of origin, if such check is presented within 24 hours after the receipt of the baggage at the Terminal. Baggage not called for within the said period will be delivered to the person presenting the check therefor at any time within the next 31 days, upon payment to the Port Authority of storage charges at the following rates: 15¢ per day or fraction thereof per piece of handbaggage except that the charge per piece of handbaggage shall not exceed $3; .25¢ per day or fraction thereof per footlocker, trunk, duffle bag, B-4 bag or carton exceeding 22" in height or 29" in length or 15" in width except that the total charge per piece shall not exceed $5.00. In the event that the published tariffs of the Carrier provide for no storage charge or for a storage charge which is less than the amount hereinabove set forth, the Port Authority shall make no charge, or shall collect the lesser charge, as the case may require, and the Carrier shall pay to the Port Authority the difference between the

amount collected and the sum hereinabove set forth, upon demand, except that if the Carrier's tariff so provides, there shall be no storage charge for baggage of passengers holding trans-Atlantic tickets or ticket orders for the period between the arrival of the baggage at the Terminal and the sailing of the first vessel from the Port of New York enroute to the passenger's destination on which the passenger's ticket (or a ticket for which the passenger holds an order) is valid and passage is available. The Carrier hereby authorizes the Port Authority, upon expiration of the period of 31 days hereinabove mentioned, to deliver unclaimed baggage to the Carrier by loading the same on an outbound bus of the Carrier, consigned to a baggage agent of the Carrier specified in the tariffs of the Carrier. The Carrier shall receipt for such baggage.

(iii) The Port Authority shall tranfer manifest baggage at the Terminal from a carrier licensed to use the Terminal to another carrier so licensed if the tariffs of the carriers involved so provide, handling the same as agent for the carrier which is to take it away from the Terminal. The Port Authority shall unload such baggage and shall transfer the same directly to the bus which is to take it from the Terminal if such bus is then loading outbound baggage, but otherwise shall transport the baggage to the baggage room, thereafter handling it as if it were outbound manifest baggage. Such baggage is hereinafter referred to as "transfer manifest baggage."

(iv) "Carrier transfer manifest baggage" shall mean and include manifest baggage as defined in this Agreement which arrives at the Terminal on a bus operated by the Carrier, has been checked through New York City to a point outside the City, and leaves the Terminal on a bus operated by the Carrier. Such baggage shall be handled as if it were transfer manifest baggage.

(v) The Port Authority shall in connection with manifest baggage, perform the duties of a station agent essentially as prescribed in "Section C - General Tracing Procedure," issued October 1, 1956, and "Section D - General Procedure of Handling Unclaimed Baggage." issued November 15, 1957 by the National Bus Traffic Association Inc. in its "Baggage Clearing House Manual of Procedures No. 1."

(2) Express

(i) The Port Authority shall receive outbound express at the baggage room, shall issue to the shipper a receipt therefor in the name of the Carrier on forms provided by the Carrier and subject to the approval of the Port Authority, and shall collect charges therefor in accordance with the tariffs of the Carrier. The Port Authority shall deliver such express at the Terminal to the driver of the bus on which it is to travel, or to the dispatcher thereof, as directed by the Carrier, and shall load such express on the bus. No outbound express shall be permitted to leave the Terminal until written receipt therefor shall be delivered to the Port Authority by the driver of the bus of the Carrier, or by another authorized employee of the Carrier. The Carrier shall

provide sufficient equipment promptly to remove from the Terminal all outbound express, and hereby authorizes the Port Authority to deliver to the dispatcher of the Carrier, without further direction from the Carrier, all outbound express which has remained in the baggage room in the Terminal for so long as 72 hours. The Carrier shall receipt for such express.

(ii) The Port Authority shall accept inbound express from the driver of the bus of the Carrier, shall unload the same from the bus, give a receipt therefor to the driver and transport the express to the baggage room, and hold the same for delivery. If the consignee's address is within the local-rate telephone area, and the Carrier's tariffs permit, the Port Authority shall notify the consignee of the arrival of the shipment once by telephone, and the Carrier shall pay the cost thereof. If the consignee's address is not within the local-rate telephone area, and the Carrier's tariffs permit, the Port Authority shall notify the consignee once by telegram or telephone, as the case may be, and the Carrier shall pay the cost thereof. When the foregoing does not require the Port Authority to notify the consignee by telephone or telegram, the Port Authority shall notify the consignee of the arrival of the shipment by post card. The Port Authority shall make delivery of the express to the consignee at the baggage room only, and only in accordance with the instructions of the Carrier, upon payment of transportation charges, if any, and C.O.D. charges, if any. Storage shall be charged at the following rate per shipment, commencing 48 hours (not including Sundays and legal holidays) after receipt of the express at the Terminal, or commencing upon the expiration of such lesser period of free time as the tariffs of the Carrier may provide: 25¢ per day or fraction thereof except that the total charge per shipment shall not exceed $5.00. In the event the Carrier's tariffs provide for a storage charge higher than above set forth, the Port Authority shall collect such higher charge; if they provide for a lower storage charge, or for no charge, the Port Authority shall collect the said lower charge or shall make no charge, as the case may be, and the Carrier shall pay to the Port Authority the difference between the sums collected and the storage charges hereinabove set forth, upon demand. The Port Authority shall on the twentieth day of each month transmit to the Carrier for the preceding month, the transportation charges, the C.O.D. collections, and the C.O.D. service charges less the amounts due the Port Authority under subparagraph (7) of Section 14(a) hereof. In the event a shipment is not delivered within 7 days after the arrival thereof, the Port Authority will notify the shipper by post card that the shipment has been unclaimed, and will act upon instructions received from the shipper as to the disposition of the shipment, if such instructions are received within 30 days after the arrival of the shipment at the Terminal; provided, that the Carrier shall pay on demand all transportation and storage charges and an amount equivalent to 25% of the express tariff charges for any further transportation. The Carrier hereby authorizes the Port Authority, upon the expiration of the thirty-day period, to load the unclaimed express on a bus of the Carrier operating out of the Terminal, consigned

to an express agent of the Carrier specified in the tariffs of the Carrier. The Carrier shall receipt for such express.

(iii) The Port Authority shall transfer express at the Terminal from a carrier licensed to use the Terminal to another carrier so licensed if the tariffs of the carriers involved so provide, handling such express as agent for the carrier which is to take it away from the Terminal. The Port Authority shall unload such express from the bus of the carrier which has brought it to the Terminal, and shall transfer the same directly to the bus which is to take it from the Terminal, if such bus is then loading outbound express, but otherwise shall transport the express to the baggage room and thereafter handle the same as if it were outbound express. Such express is hereinafter referred to as "transfer express." The Port Authority shall not be obligated to accept transfer express at any time when the carrier which is to take the express away from the Terminal is not operating.

(iv) "Carrier transfer express" shall be express as defined in this Agreement received by the Carrier at a point outside the City of New York for transportation through the said City to another point outside the City of New York served by the Carrier. Such express shall be handled as if it were transfer express.

(3) Mail

The Port Authority shall move mail for which the Carrier has given a receipt to the United States Post Office Department, from the point or points in the Terminal at which the United States Post Office Department shall have deposited the same (which points shall be as may from time to time be determined by the Port Authority) to and shall load the same upon the bus of the Carrier on which it is to travel. Mail arriving on buses for receipt by the United States Post Office Department at the Terminal will be removed from the buses by the Port Authority and taken to such point or points in the Terminal (which shall be as from time to time designated by the Port Authority) as the said Post Office Department may use for pickup thereof.

(4) Newspapers

The Port Authority shall move newspapers which the Carrier has contracted to transport, from such point or points in the Terminal (which points shall be as may from time to time be designated by the Port Authority) at which the same have been deposited by newspaper delivery services, to, and shall load the same upon the bus of the Carrier on which they are to travel.

(5) Responsibility of the Port Authority

With respect to mail and newspapers, the Port Authority shall not be liable for any loss whatsoever except for

wilful acts or omissions of Port Authority employees acting within the scope of their employment. With respect to all manifest baggage and express while in the care, custody or control of the Port Authority, including without limitation thereto transfer and carrier transfer manifest baggage and express, the Port Authority shall be liable to the Carrier for all loss thereof, or damage thereto, to the same extent that the Carrier is liable under its tariff to its passengers or to persons having an interest in express, as the case may be, subject, however, to the following:

(i) The liability of the Port Authority as to manifest baggage shall not exceed the sum of Two Hundred Twenty-five Dollars ($225) for all baggage checked on a single full-fare ticket, or the sum of One Hundred Twelve Dollars and Fifty Cents ($112.50) for all baggage checked on a single half-fare ticket, and shall not exceed the sum of Two Hundred Twenty-five Dollars ($225) for any single piece of baggage; and the liability of the Port Authority for express shall not exceed the sum of Two Hundred Fifty Dollars ($250) for any one shipment, provided, however, that if by mandatory order of the Interstate Commerce Commission or of the Public Service Commission of the State of New York the limit of liability of the Carrier for baggage or for express shall be increased, then the limit of the liability of the Port Authority shall be increased by that part of the increase, if any, which is in excess of the previously existing limit of liability of the Port Authority as fixed by this subparagraph (i). The Carrier shall require that the passenger, shipper, consignee or other party in interest support its claim by a signed statement giving all relevant facts, such statement to be made upon forms provided by the Port Authority.

(ii) The liability of the Port Authority to indemnify the Carrier shall be conditioned upon the following:

(1) the Carrier shall give ten (10) days' prior notice to the Port Authority before any settlement of or any payment on account of any such claim; and

(2) upon the bringing of a suit based on such a claim, the Carrier shall immediately forward to the Port Authority every demand, notice, summons or other process received by it or by its representative, and thereafter shall fully cooperate with the Port Authority in the investigation and defense of the suit, attending hearings and trials, securing and giving evidence and obtaining the attendance of witnesses without, however, any right to admit any liability or to interfere in the negotiation of any settlement or to make any independent settlement.

(iii) The Port Authority shall be relieved of liability to the extent that the Carrier would have been relieved had it taken action, if any, permitted by its then current tariffs to lessen or relieve its liability after receipt of the baggage or express. When and to the extent that the Carrier loses the benefit of the limitation of liability expressed in its tariffs because of the failure of the Port Authority while the baggage or express is within its care, custody and control, to perform the obligations which the tariffs require the Carrier to perform, the limitation of the liability of the Port Authority expressed above shall not be effective; provided, how-

ever, that the Carrier shall notify the Port Authority of its tariff requirements at least fifteen (15) days prior to the handling of baggage or express thereunder.

(iv) The Port Authority shall not be liable for concealed loss of or damage to manifest baggage, express, mail or newspapers, except where active, sole negligence on the part of the Port Authority is proved.

(v) Property shall be deemed to be within the care, custody and control of the Port Authority (1) as to outbound baggage and outbound express, between the time of delivery thereof to the Port Authority by the passenger or other depositor thereof, which delivery may be evidenced by a check or receipt therefor given to the passenger or other depositor, and the time of delivery of the property to the Carrier, which may be evidenced by a receipted manifest form or other receipt given by an authorized employee of the Carrier; (2) as to inbound baggage and inbound express, between the time of delivery thereof by the Carrier to the Port Authority, which may be evidenced by written acknowledgment of such delivery by the Port Authority, and the time of delivery thereof by the Port Authority (i) to the person holding the check or other evidence for the delivery thereof, which may be evidenced by delivery of such check or other evidence to the Port Authority, or (ii) to the Carrier, which may be evidenced by a receipted manifest form or other receipt given by an authorized employee of the Carrier.

(vi) In the event no receipt for express or checked baggage is given by the Carrier, the Port Authority will handle the same in accordance with the foregoing, but shall have no responsibility for loss of or damage to such baggage and express, except for wilful acts or omissions of Port Authority employees acting within the scope of their employment.

(d) Except as expressly provided in this Section 6, the Port Authority shall have no liability to the Carrier for loss of or damage to manifest baggage, express (including without limitation thereto transfer and carrier transfer manifest baggage and express), mail and newspapers, and shall have no additional liability therefor whatsoever to the passenger, shipper, owner, consignee or other person having an interest therein. Further, the Carrier agrees to indemnify the Port Authority and hold it harmless against any and all claims and demands made by passengers, shippers, owners, consignees or other persons having an interest in such manifest baggage, express, mail and newspapers, to the extent that any such claims or demands are in excess of the liability expressly provided in this Section 6.

(e) The Port Authority shall perform all the above described services as and only as the agent of the Carrier and shall perform the same promptly, efficiently and courteously. Subject to this requirement, the same may, as determined from time to time by the Port Authority, be furnished directly by the Port Authority or through the medium of contractors or others; but if any service is furnished through such medium (other than the Carrier itself), the Port Authority shall remain liable to the Carrier.

Section 7. Method of Operations of the Carrier

(a) The Carrier shall furnish good, prompt and efficient service at the Terminal and shall furnish the said service on a fair, equal and non-discriminatory basis to the general public.

(b) The Carrier shall conduct all its operations at the Terminal in an orderly, proper and courteous manner, and so as not to annoy, disturb or be offensive to others at the Terminal, and shall provide and shall require its employees (except office employees) at all times to wear or carry uniforms, badges or other suitable means of identification. All means of identification shall be subject to the prior and continuing approval of the Port Authority in writing. The Port Authority shall have the right to object to the Carrier regarding the demeanor and conduct of the employees and passengers of the Carrier, whereupon the Carrier will take all steps reasonably necessary to remove the cause of the objection.

(c) The Carrier shall observe and comply with, and hereby agrees to be bound by and to compel its officers and employees to observe and comply with, the Rules and Regulations of the Port Authority now in effect, a copy of which is hereto attached, hereby made a part hereof, and marked "Exhibit R", and such further reasonable rules and regulations, including all amendments and supplements thereto, as may from time to time during the effective period of this Agreement be promulgated by the Port Authority, for reasons of safety, health or preservation of property, or for the maintenance of a good and orderly appearance of the Terminal or the Space or any part thereof, or for the safe and efficient operation of the Terminal. The Port Authority agrees that except in cases of emergency it shall give notice to the Carrier of every rule or regulation hereafter adopted by it, at least ten (10) days, exclusive of Saturdays, Sundays and holidays, before the Carrier shall be required to comply therewith. The Carrier shall have the right to present its comments and objections with regard to any such rule or regulation hereafter adopted, in writing to the Port Authority. The Carrier shall use its best efforts to require its passengers, guests, invitees and others doing business with it, to observe and comply with the said Rules and Regulations, as supplemented and amended.

(d) The Carrier shall cooperate with the Port Authority in all matters relating to the safe and efficient operation of the Terminal by the Port Authority and shall require its employees so to do.

(e) Subject, in areas of the Terminal not exlusively licensed for use by the Carrier, to the reasonable direction of the Port Authority for the safe and efficient operation of the Terminal, the Carrier shall dispatch its buses. The Carrier shall also take the precautions on the platform or platforms which are part of the berth space reasonably necessary to assure the safety of its passengers, and other persons. For the performance of the foregoing, the Carrier shall cause one of its employees (hereinafter referred to as "the dispatcher") to be on duty at the Terminal with the necessary authority from the Carrier to direct the placing, movement and departure of its buses at and from the berth space and who shall, together with all other employees of the Carrier at the Terminal, cooperate with employees

of the Port Authority. The dispatcher shall receive from the Port Authority all outgoing express and manifest baggage, shall be authorized to and shall sign receipts for the same; and the dispatcher shall receive all outgoing mail and newspapers, and be authorized to receipt therefor. The Carrier shall authorize and cause to be present at the Terminal a representative to make examinations and investigations, and to check manifest baggage forms, such representative to be present at the Terminal during both loading and unloading of any and all of the vehicles operated by the Carrier; in the event of loading or unloading performed in the absence of such representative, the Carrier shall accept the certification of the Port Authority as to the quantity, condition and character of any lading, and such certification shall be conclusive on the Carrier. In periods of light traffic volume the Carrier may designate bus drivers as dispatchers.

(f) The Carrier shall not itself or by contractors or others supply or provision any bus at the Terminal with food, beverages, tobacco or any other merchandise whatsoever intended to be sold or supplied to passengers or others on or from the bus at any point or location whatsoever, except as such may be supplied, or services may be performed, by any person, firm or corporation operating pursuant to a permit issued by the Port Authority, which permit the Port Authority will issue provided the prospective permittee will pay the going rates and will meet Port Authority standards and requirements. The Carrier may however distribute to its employees and passengers printed matter published by or for the Carrier.

Section 8. Indemnity

(a) As between the parties, the Port Authority shall be solely responsible for the acts and omissions at the Terminal of the Port Authority (and of its employees, agents and representatives, when acting within the scope of their employment), when such acts or omissions occur in the performance of services at the Terminal as agent for the Carrier, and the Port Authority shall indemnify the Carrier and hold it harmless against all claims and demands of third persons for which the Carrier shall be liable, caused by such acts or omissions.

(b) The Carrier shall promptly notify the Port Authority of any claim or demand for which indemnity is sought under this Section 8, giving particulars sufficient to identify the person making the claim or demand and any other reasonably obtainable information respecting the time, place and circumstances of the occurrence or occurrences on which the claim or demand is based, the names and addresses of the injured and of available witnesses.

(c) The liability of the Port Authority to indemnify the Carrier shall be conditioned upon the following:

(1) If a claim is made or a suit is brought, the Carrier shall immediately forward to the Port Authority every demand, notice, summons or other process received by it or by its representative, and thereafter shall fully cooperate in the investigation and defense of such claim, attending hearings and trials, securing and giving evidence, and obtaining the attendance of witnesses, without, however, any right to admit any liability or to interfere in the negotiation of any settlement or independently to make any settlement.

(2) The Port Authority reserves to itself the exclusive right to defend or raise a defense upon the ground that it is not subject to suit or upon the ground that the Port Authority is a governmental agency conducting operations in a governmental capacity.

(3) The Carrier shall not, without loss of its right to be indemnified, voluntarily make any payment, assume any obligation or incur any expense other than for such immediate medical or surgical relief to others as shall be imperative at the time of the occurrence.

(4) This indemnity does not cover any liability assumed contractually by the Carrier toward third parties except the liability for the safety of persons assumed by the Carrier by its contracts for the transportation of persons, pursuant to the filed tariffs of the Carrier.

(5) Nothing herein contained shall enlarge the liability of the Port Authority for loss or damage to baggage or express beyond the liability assumed in Section 6 hereof.

(d) Liability to third persons for personal injuries (including death), or for property damages, caused in part by acts or omissions for which the Carrier is responsible and in part by acts or omissions for which the Port Authority is responsible (or caused by acts or omissions for which the Carrier, the Port Authority and one or more other persons who have entered into undertakings with the Port Authority similar to this provision are all responsible), and the expense of defense thereof and settlement therefor, shall be borne by all the responsible parties in equal shares.

(e) To the extent lawfully permitted, neither of the parties shall disclose to any unauthorized person the information transmitted to it by the other pursuant to the obligations of this Section 8, except where required in the defense or settlement of any claim or demand or where compelled so to do by legal process.

(f) Notwithstanding the foregoing, neither party shall be responsible under the provisions of this Section 8 for or on account of acts or omissions which have been authorized or directed by the other party.

(g) Nothing herein contained shall be or be construed to be, or is intended to be, a contract for the benefit of any one or more third parties.

Section 9. <u>Prohibited Acts</u>

(a) The Carrier shall not do or permit any act or thing and shall not permit any condition to exist or continue, if any of the same may damage the Terminal or any part thereof

or interfere with the efficient operation of the Terminal or any part thereof, or any equipment, facilities or systems installed thereon, including, without limitation thereto, damage to or interference with the effectiveness or accessibility of the elevators or escalators, or the fire-protection, sprinkler, drainage, sewerage, plumbing, compressed air, air-conditioning, ventilation, telephone, public announcement or intercommunication systems, or any part thereof.

(b) The Carrier shall not do or permit any act or thing in the Space which (1) will invalidate or conflict with any policies of fire insurance in the New York standard form covering the Space or any part thereof, or the Terminal, or any part thereof, or (2) which, in the opinion of the Port Authority, may constitute an extra-hazardous condition, so as to increase the risks normally attendant upon the operations contemplated by this Agreement. The Carrier shall promptly observe, comply with and execute the provisions of any and all present and future rules, regulations, requirements, orders and directions of the National Board of Fire Underwriters, the New York Board of Fire Underwriters, or of any other board or organization exercising or which may exercise similar functions, which may pertain or apply to the operations of the Carrier, but shall have no obligation to make alterations, repairs or improvements required by any such rule, regulation, order or direction. If by reason of any failure on the part of the Carrier to comply with the provisions of this paragraph (b), any fire insurance rate, extended coverage rate, or rental insurance rate on the Space or any part thereof, or on the Terminal or any part thereof, or the rate of other insurance of any type the premium for which is measured by the fire insurance premium or premiums, shall at any time be higher than it otherwise would be, then the Carrier shall pay to the Port Authority that part of all insurance premiums paid by the Port Authority which shall have been charged because of such violation or failure by the Carrier.

(c) The Carrier shall commit no nuisance and shall permit neither the commission of any nuisance nor the doing of any act or thing which shall result in the creation or maintenance of a nuisance in the Space or any portion thereof or elsewhere in the Terminal and the Port Authority shall commit no nuisance and do no such act or thing in the Space or any portion thereof.

(d) The Carrier shall not sell or furnish in the Space or permit others to sell or furnish in the Space, any food or other merchandise whatsoever, or any service of any type, and without limitation of the foregoing, shall not install, maintain or operate, or permit the installation, maintenance or operation in the Space or any portion thereof of any vending-machine or device designed to dispense or sell food, beverages, tobacco, tobacco products or merchandise of any kind, whether or not included in the above categories, or of any restaurant, cafeteria, mobile or stationary kitchen, stand or other establishment of any type for the preparation, dispensing or sale of food, beverages, tobacco, tobacco products or merchandise of any kind, whether or not included in the above categories, or of any equipment or device for the furnishing to the public of service of any kind, including therein, without limitation thereto, telephone pay-stations; but nothing herein contained shall abrogate any right of the Carrier set forth in paragraph (f) of Section 7 hereof.

Section 10. Governmental and Other Requirements

(a) The Carrier shall procure all licenses, certificates, registrations, permits or other authorization from all governmental authorities having jurisdiction over the operations of the Carrier at the Terminal, or over the operations of the Carrier of which its operations at the Terminal are a part, which may be necessary for the conduct of such operations.

(b) The Carrier shall promptly observe, comply with and execute the provisions of any and all present and future governmental laws, ordinances, rules, regulations, requirements, orders and directions which may pertain or apply to its operations in the Space or at the Terminal, or to its operations of which its operations at the Terminal are a part, and shall promptly notify the Port Authority of any and all improvements thereon or alterations thereto or repairs thereof, of which it may have knowledge that may be required at any time hereafter by any such present or future law, ordinance, rule, regulation, requirement, order or direction. The Carrier shall have no obligation to make any such alterations, repairs or improvements.

(c) The obligation of the Carrier to comply with governmental requirements is provided herein in order to assure responsible operation and to establish proper safeguards for the protection of persons and property in the Space and at the Terminal, and such provision is not to be construed as a submission by the Port Authority to the application to itself of such requirements, or any of them.

Section 11. Entry for Inspection and Maintenance

(a) The Port Authority, by its officers, employees, agents, representatives and contractors, shall have the right at all reasonable times to enter upon the Space for the purpose of inspecting the same, for observing the performance by the Carrier of its obligations under this Agreement, and for the doing of any act or thing which the Port Authority may be obligated or have the right to do under this Agreement.

(b) Without limiting the generality of the foregoing, the Port Authority, by its officers, employees, representatives, and contractors shall have the right, for the benefit of the Carrier or for the benefit of others at the Terminal, to maintain existing and future utilities and conveyor systems or portions thereof on the Space, including therein without limitation thereto systems for the supply of heat, water hot and cold, gas, electricity, compressed air and fuel, and for the furnishing of fire-protection, sprinkler, sewerage, drainage, ventilation, air-conditioning, telephone and intercommunication services, including lines, pipes, mains, wires, conduits, tubes, ducts, fixtures and equipment connected with or appurtenant to such systems, and to enter upon the Space at all reasonable times to make such repairs, alterations and replacements as may, in the opinion of the Port Authority, be deemed necessary or advisable and from time to time, to construct or install over, in, under or through the Space or any portion thereof new lines, pipes, mains, wires, conduits, tubes, ducts, fixtures and equipment; provided, however, that such repair, alteration, replacement or construction shall not unreasonably interfere with the use of the Space by the Carrier.

(c) Nothing in this Section 11 contained shall or shall be construed to impose upon the Port Authority any obligation so to maintain or so to make repairs, replacements, alterations or additions, or shall create any liability for failure so to do.

(d) No abatement of payments to be made under this Agreement by the Carrier shall be claimed by or allowed to the Carrier by reason of the exercise of the foregoing rights by the Port Authority or others.

Section 12. Maintenance of the Space

(a) The Carrier shall be responsible for the repair, replacement, rebuilding and repainting of all portions of the Space and of the Terminal which may be damaged or destroyed (not including deterioration because of reasonable wear) by the acts or omissions of the Carrier or by those of its employees, agents, (not including the Port Authority), or representatives. The Port Authority shall do the work required and charge the cost thereof to the Carrier, which shall pay such charge on demand. In the event of such damage to or destruction of the Space, caused by a casualty actually insured against by the Port Authority, the obligation of the Carrier under this paragraph (a) is hereby released to the extent that the loss is recouped by actual payment to the Port Authority of the proceeds of such insurance. Such release shall be effected by crediting to the Carrier the amount of such proceeds against the claim of the Port Authority for the costs incurred in repair, replacement or rebuilding; provided, however, that if this release shall invalidate any policy of insurance or shall increase the premium therefor, or shall void, limit or diminish the rights of the Port Authority thereunder, then the release shall be void and of no effect.

(b) In the event that the Space is damaged at any time subsequent to the execution of this Agreement, without fault on the part of the Carrier or of any other for whose acts or omissions the Carrier is responsible under the provisions of paragraph (a) of this Section 12, so as to render the Space unusable, in whole or in part, then the Port Authority shall repair or rebuild the Space with due diligence; but if any portion of the Terminal other than the Space is so damaged, together with any part of the Space, then the Port Authority shall have an option either to proceed with due diligence to make the necessary repairs and to do the necessary rebuilding, or to terminate this Agreement; its election under this option shall be communicated to the Carrier within sixty (60) days after the date of such damage; if more than one-half the usable area of the Space has been rendered unusable, and if the Port Authority elects to repair or rebuild and states that the repair or rebuilding will take more than nine (9) months, the Carrier shall have an option to terminate this Agreement by notice given within fifteen (15) days after notice of the Port Authority's election.

Section 13. Labor Provisions

(a) The Carrier shall immediately give oral notice to the Port Authority (to be followed by written notices and reports) of any and all impending or existing labor complaints, troubles, disputes or controversies involving the Carrier's employees which are likely to affect the operation of the Terminal, or the operations of others thereat, and shall continually report to the Port Authority the progress of such and the progress of the resolution thereof.

(b) The Port Authority shall have the right upon notice to the Carrier, to suspend the provisions of this Agreement under which the Carrier is licensed to use the Space and under which sums payable to the Port Authority accrue, in either of the following events:

(1) If the Carrier, 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 any labor trouble at the Terminal involving employees of the Port Authority or those of any other person operating at the Terminal other than the Carrier's own employees, and which interferes with the operation of the Terminal, other than the Carrier's own operations, or with the operations of others at the Terminal, and if the Carrier, upon notice from the Port Authority, shall not, within twelve (12) hours withdraw from the Terminal any such person or persons and any such equipment or materials specified in the notice, or rectify any such condition; or

(2) If any labor trouble of or directed against the Carrier adversely affects the operation of the Terminal by the Port Authority or the operations of others thereat, whether or not the same is due to the fault of the Carrier, and notwithstanding that the Port Authority may or may not have issued directions in connection with the same.

During the period of suspension, the Carrier shall not operate at the Terminal, and if any vehicle or vehicles or other property of the Carrier remains in the berth space, or any property in the dispatcher's booth space, the Port Authority may remove the same for storage at another location in the Terminal or elsewhere, such removal and storage to be at the risk and expense of the Carrier; provided, however, that the Carrier's communications equipment installed in the dispatcher's booth space may remain, at the risk of the Carrier, and not to be used by the Carrier during the period of suspension. The period of suspension shall end not more than twenty-four (24) hours after the labor trouble has ceased or been cured and the Carrier has so notified the Port Authority. If the period of suspension does not end on or before a date one hundred eighty (180) days after the effective date of suspension, the Port Authority shall have the right to terminate this Agreement by five (5) days' notice, provided, however, that if on or before the ninetieth (90th) day after the effective date of suspension the Carrier notifies the Port Authority and then agrees to pay to the Port Authority fees as hereinafter set forth, then and in such event, if the period of suspension does not end on or before a date one hundred eighty (180) days after the effective date of suspension, and if the Carrier shall pay to the Port Authority for the period beginning the ninetieth (90th) day after the effective date of suspension and continuing throughout the remainder of the period of suspension the same fees that were payable for the same calendar days in the year next preceding, the Port Authority shall not have a right of termination. In the event this Section comes into operation during the first year of the effective period of the license hereunder, then the Carrier shall pay fees based on the total ticket sales of the Carrier in Manhattan and departures operated by it therefrom on the same calendar days in the preceding year, as if the said sales had been made under this Agreement and the said departures operated from the Terminal. During the period of suspension, the Port Authority shall have the right to use or permit the use of the Space, or any part thereof, by others, on such terms as the Port Authority may determine.

Section 14. <u>Payments to the Port Authority and Reports</u>

(a) For the right to use the Space and to utilize the services provided under this Agreement, the Carrier shall pay to the Port Authority the following:

(1) One Thousand Dollars and No Cents ($1,000.00) per year, payable annually in advance on January 1 in each year of the effective period of the license under this Agreement, and on the date of commencement of the effective period and on January 1, 1983, in an amount for the year involved prorated on a daily basis.

(2) The sum of Ninety Cents ($0.90) for each departure from the Terminal of a bus operated by the Carrier or on its behalf, carrying passengers or offering to carry passengers, but not under charter.

(3) The sum of Five Dollars and No Cents ($5.00) for each departure from the Terminal of a bus operated by the Carrier or on its behalf, carrying passengers or offering to carry passengers, under charter; provided, however, that the charge shall be Ten Dollars and No Cents ($10.00) for each departure of a charter coach which, in the opinion of the Port Authority, requires for safe or efficient handling of its passengers, the assignment of a place of assemblage at the Terminal.

(4) A sum for each month equal to ten per cent (10%) of all monies paid or payable to the Carrier on account of all tickets (including round-trip tickets) sold or issued in the Borough of Manhattan during the month, for transportation of passengers whose passage on buses operated by the Carrier commences or ends in Central Manhattan, as hereinafter defined, (including the total purchase price of tickets for transportation partly on lines of the Carrier and partly on lines of others), except (aa) tickets sold or issued for transportation wholly on lines operated by others or for transportation under charters of the Carrier or others and (bb) commutation tickets, by which is meant tickets usable by the purchaser only, for ten (10) or more one-way trips, good over a period of time, the number of days in which shall not be greater than the number of trips multiplied by two (2).

All tickets sold or issued in the Borough of Manhattan shall be validated by a dating stamp bearing a legend approved by the Port Authority (which stamp shall be used only in the Borough of Manhattan); only such tickets and tickets sold and issued outside the Borough of Manhattan shall be honored for any transportation commencing at the Terminal. In addition to the sums paid or payable for tickets in the Borough of Manhattan, "monies paid or payable" shall include: (i) the cash fares (including round-trip fares) received by the Carrier's drivers from passengers boarding buses of the Carrier within Central Manhattan; (ii) the cash value of all tickets issued in the Borough of Manhattan in exchange for ticket orders or exchange orders of all types including telegraphic and federal, state and other governmental travel orders and requests; and (iii) all other fees and payments received or receivable by the Carrier for providing passage by bus to or from Central Manhattan, in the form of tours originating by bus in Central Manhattan, or in the form of tours originating by other than bus anywhere in the Port District and terminating by bus in Central Manhattan, payment for which is received by the Carrier from or through a broker of transportation. "Monies paid or payable" shall not include amounts paid for telegraphic ticket orders requiring the issuance of tickets outside the Borough of Manhattan, nor taxes collected by the Carrier from the purchaser of transportation and paid or payable by the Carrier directly to a taxing or tax-collecting authority, nor the cash value of tickets issued in the Borough of Manhattan

in exchange for other tickets, except to the extent that the price of the substitute tickets exceeds the cash value of such redeemed tickets. Amounts (exclusive of taxes) actually credited by the Carrier for tickets issued in the Borough of Manhattan upon which a percentage fee has been paid, (without deduction then or later for foreign commissions), which are redeemed within one (1) year from the date of sale, may be deducted in the month of redemption from monies paid or payable. [In the event of a foreign sale of a ticket order or exchange order, on which a commission is paid to others, for which a ticket is issued in the Borough of Manhattan, the value of which ticket has been included in monies paid or payable as reported by the Carrier and the percentage fee paid, then the amount of commission actually paid to others on the foreign sale, to a maximum for each ticket order or exchange order of ten percent (10%) of the value of the ticket, may be deducted from the fee payable by the Carrier hereunder, upon certification by a responsible official of the Carrier that such payment of commission to others has been made, and of the amount thereof.]

(5) The sum of Four Dollars and Ten Cents ($4.10) for each departure in special operations in lieu of the portion of the fee representing the percentage to be applied to the monies paid or payable for such departure, when the said portion of such fee does not exceed Four Dollars and Ten Cents ($4.10).

(6) A sum equivalent to ten percent (10%) of charges payable to the Carrier under its and its connecting carriers' tariffs for excess weight and for excess value of outbound manifest baggage, not including in such charge taxes collected from the passenger and paid or payable directly to a taxing or tax-collecting authority.

(7) A sum equivalent to twenty-five percent (25%) of charges payable to the Carrier on outbound mail, newspaper and express shipments, and a sum equivalent to fifty percent (50%) of the C.O.D. service charges payable to the Carrier on inbound C.O.D. express shipments, not including in such charges taxes collected from the customer and paid or payable to a taxing or tax-collecting authority.

(8) A sum equivalent to the charges made for storage of baggage and express claimed at the Terminal within the periods set forth in subparagraphs (1) and (2) of paragraph (c) of Section 6 hereof.

(b) Payment of the sums required under subparagraphs (2), (3), (4) and (5) of paragraph (a) of this Section 14 shall be made for departures and for sales and issuances in each calendar month on the twentieth day of the next following month. Payment of the sums

required under subparagraphs (6) and (7) of paragraph (a) of this Section 14 shall be made as follows: The Carrier shall forward to the Port Authority payments based on charges for mail and newspapers handled in each calendar month on the twentieth day of the next following month, and the sums collected by the Port Authority during each calendar month for express charges and for manifest baggage excess charges shall be transmitted by the Port Authority to the Carrier on the twentieth day of the next calendar month, deducting therefrom in each case the sums due to the Port Authority. Payment of the sums required under subparagraph (8) of the said paragraph (a) shall be made by collection from the passenger, consignee or other person interested in the baggage or express involved, except where provided in paragraph (c) of Section 6 to be upon demand made of the Carrier.

(c) The Carrier shall maintain, in accordance with accepted accounting practice, throughout the effective period of the license, records and books of account (including Manhattan ticket agents' reports) recording all its transactions at, through, or in any wise connected with the Terminal, including, without limitation thereto, sales of transportation in the form of ticket orders or exchange orders, made for account of the Carrier by agents within the Borough of Manhattan, and unless copies thereof are delivered to the Port Authority, shall keep the same for a period of two (2) years after the making of such records, either within the Port of New York District, or at the office of the Carrier's representative stated on the first page hereof, or at such other place or for such lesser period as the Port Authority may permit in writing in this Agreement or otherwise. As a part of such records, the Carrier shall cause to be prepared the following

(1) On or before each date of payment of the sums required under subparagraphs (2) and (3) of paragraph (a) of this Section 14, the Carrier shall report to the Port Authority all bus departures during the previous month, listing and classifying the same as follows: (i) departures of buses carrying passengers or offering to carry passengers but not under charter; and (ii) departures of charter coaches carrying passengers or offering to carry passengers. For this report the Carrier will use the form hereto attached, hereby made a part hereof, marked "Exhibit E" and entitled "Monthly Summary of Daily Departures";

(2) On or before each date of payment of the sums required under subparagraph (4) of the said paragraph (a), the Carrier shall report to the Port Authority all sales and issuances during the previous calendar month of tickets and of ticket orders and exchange orders as set forth in the said subparagraph (4), including sales of ticket orders and exchange orders made in the Borough of Manhattan elsewhere than at the Terminal. For this report the Carrier

shall use the form, a copy of which is hereto attached, hereby made a part hereof, marked "Exhibit F" and entitled "Monthly Report of Ticket Sales"; provided, however, that if the Carrier shall operate buses other than charter coaches from or to one or more terminals in the Borough of Manhattan in addition to the Terminal, then the Carrier shall also use the form, a copy of which is hereto attached, hereby made a part hereof and marked "Exhibit F-1";

(3) A daily record of bus departures recorded by bus drivers substantially in the form hereto attached, hereby made a part hereof, marked "Exhibit G" and entitled "Driver's Trip Report", to be retained by the Carrier (at any of its offices) for a period of at least eighteen (18) months after the preparation thereof;

(4) A record of bus departures made by the dispatcher, or by another employee of the Carrier, on the Terminal Dispatch Record, a copy of which is hereto attached, hereby made a part hereof, and marked "Exhibit H", or an equivalent form as used by the Carrier itself, if such form is approved by the Port Authority, one complete copy of which shall be delivered daily to the Manager;

(5) A daily report of ticket and ticket order and exchange order sales and issuances at the Terminal on the form, a copy of which is hereto attached, hereby made a part hereof, marked "Exhibit I" and entitled "Ticket Agent's Report", or an equivalent form as used by the Carrier itself, if such form is approved by the Port Authority, a copy of which shall be retained by the Carrier at the Terminal for a period of eighteen (18) months after preparation.

(6) The Carrier, in lieu of making the said reports on the forms referred to above as Exhibits G through I, may make or retain such reports, as the case may be, on the forms used by the Carrier which have been marked for identification by the Port Authority and the Carrier, and the Carrier may from time to time make changes in the said identified forms, provided the changes do not affect the substance of the required reports.

(7) For a period of six (6) months commencing with the effective date of the license hereunder, the Carrier will prepare and deliver to the Port Authority (upon request of the Port Authority to be made not oftener than once a month), on the fifth working day of the month, a report of the estimated gross receipts and a report of the estimated bus departures, in the categories set forth above, both for the calendar month next preceding.

The Carrier shall permit, at any time during the period of time above limited and during ordinary business hours, the examination and audit of all such records and books of account by the agents and employees of the Port Authority.

(d) All fees and charges under this Agreement shall be adjusted as set forth in a schedule hereto attached, hereby made a part hereof and marked "Exhibit J"; provided, however, that no fees or charges computed through application of the said schedule shall become effective if they would be lower than the same fees and charges as set forth in this Agreement, and that the said schedule shall have no application to the storage charges for baggage and express set forth in Section 6.

Section 15. Discontinuance of Other Terminals

Except when required or requested by governmental authorities to meet emergency conditions or national defense requirements, the Carrier shall not pick up or discharge passengers or baggage at any point, terminal or station in Central Manhattan, other than the Terminal; provided, however, that the Carrier may pick up and discharge passengers and their hand-baggage on Manhattan streets at points at or in the vicinity of which no passenger facilities are provided by or on behalf of the Carrier or its connecting carriers, and which are designated for such use by appropriate governmental authority, and provided, further, that the Carrier may conduct contract carrier and charter coach operations from any point in Central Manhattan, including other terminals and stations.

Section 16. Termination by the Port Authority

(a) If one or more of the following events shall occur, that is to say:

(1) the Carrier shall be adjudged insolvent, or shall take the benefit of any present or future insolvency statute, or shall make a general assignment for the benefit of creditors, or file a voluntary petition in bankruptcy, or a petition or answer seeking an arrangement or its reorganization or the readjustment of its indebtedness under the federal bankruptcy laws or any other law or statute of the United States or of any State thereof, or consent to the appointment of a receiver, trustee, or liquidator of all or substantially all of its property; or

(2) by order or decree of a court the Carrier shall be adjudged bankrupt, or an order shall be made approving a petition filed by any of the creditors or, if the Carrier is a corporation, by any of the stockholders of the Carrier, seeking its reorganization or the readjustment of its indebtedness under the federal bankruptcy laws or any law or statute of the United States or of any State thereof; or

(3) a petition under any part of the federal bankruptcy laws or an action under any present or future insolvency law or statute shall be filed against the Carrier and shall not be dismissed within sixty (60) days after the filing thereof; or

(4) the Carrier shall voluntarily abandon or discontinue all of its regular route operations to or from the Terminal; or

(5) after exhausting or abandoning any right of further appeal, the Carrier shall be prevented for a period of thirty (30) days, by action of any governmental agency, from conducting its operations at the Terminal, regardless of the fault of the Carrier;

then upon the occurrence of any such event and at any time thereafter during the continuance thereof, the Port Authority may by thirty (30) days' notice terminate the rights of the Carrier under this Agreement, effective upon the date specified in such notice.

(b) If the Carrier shall fail to keep, perform and observe each and every promise, covenant and agreement set forth in this Agreement on its part to be kept, performed or observed, and such failure shall continue after twenty (20) days' notice thereof, then, at any time during the continuance thereof the Port Authority may by sixty (60) days' notice terminate the rights of the Carrier under this Agreement, effective upon the date specified in such notice.

(c) If the Carrier shall fail duly and punctually to make any payment required hereunder, then the Port Authority may by ten (10) days' notice terminate the rights of the Carrier under this Agreement, effective on the date specified in such notice; provided, however, that if the Carrier shall have made payment in full on or before the day preceding the effective date of the notice, then the notice shall be deemed to have been withdrawn and to be of no effect.

(d) The acceptance by the Port Authority of sums, charges or other payments for any period or periods after a default on the part of the Carrier in its performance of any of the terms, covenants and conditions hereof to be performed, kept or observed by the Carrier shall not be deemed a waiver of any right on the part of the Port Authority to terminate the rights of the Carrier under this Agreement. No waiver of default by the Port Authority of any of the terms, covenants or conditions hereof to be performed, kept or observed by the Carrier shall be or be construed to be a waiver by the Port Authority of any other or subsequent default of any of the said terms, covenants and conditions.

Section 17. Remedies and Damages

(a) The rights of termination described in Section 16 of this Agreement shall be in addition to all other rights and remedies that the Port Authority would have at law or in equity (including, without limitation thereto, an action for specific performance), consequent upon a breach of this Agreement by the Carrier, and all of such rights and remedies shall be cumulative and not alternative; the exercise by the Port Authority of any such right of termination shall be without prejudice to any other such rights and remedies.

(b) In case of breach of this Agreement by the Carrier (whether or not followed by termination) entitling the Port Authority to damages, the parties contemplate and agree that non-user of the Terminal in whole or in part by the Carrier at any time during the effective period of the license under this Agreement as originally fixed will damage the Port Authority by reason of its inability to utilize the full capacity of the Terminal, the unique character of the Terminal and the consequent inability of the Port Authority to convert it to other uses, all in addition to damages by reason of the loss of sums otherwise payable hereunder by the Carrier and by reason of the loss of revenues from other occupants of the Terminal, the amounts of whose rentals and fees depend upon use of the Terminal by the Carrier and its passengers.

Section 18. Termination by the Carrier

(a) Except as otherwise expressly provided herein, if the Port Authority shall not perform or commence the performance of any obligation on its part to be performed under this Agreement within thirty (30) days after the receipt of notice from the Carrier of a breach of such obligation, then in such event and during the continuance of the default, the Carrier shall have the right to terminate this Agreement by fifty (50) days' notice.

(b) The right of the Carrier to terminate under this Section 18 shall be in addition to all other rights and remedies that the Carrier would have at law or in equity (including, without limitation thereto, an action for specific performance), consequent upon a breach of this Agreement by the Port Authority, and all of such rights and remedies shall be cumulative and not alternative; the exercise by the Carrier of any such right of termination shall be without prejudice to any other such rights and remedies.

Section 19. Transfer or Partial Discontinuance

If, by order or decree of any administrative or judicial board, officer, court or other governmental agency having jurisdiction, any of the provisions of this Agreement, or any operation hereunder, or any operation conducted at the Terminal by the Port Authority without obligation so to do which affects the Carrier or its passengers, is declared to be unlawful, or is determined to have

the effect of permitting federal regulation of the operations or financing of the Port Authority, whether in connection with the Terminal or otherwise, the Port Authority shall have elections as follows, in each case to take effect not sooner than the effective date of such order or decree: (1) to transfer the operation of the Terminal and the Port Authority's interest in and obligation under this Agreement to a subsidiary agency or corporation or to a responsible independent organization as contractor, which will undertake to fulfill the obligations of the Port Authority; (2) to eliminate from this Agreement the said provision or provisions and to discontinue the operations thereby provided for, making an equitable adjustment of the charges hereunder, and to continue this Agreement and operations hereunder as to all other parts thereof; or (3) to continue any operation theretofore conducted without obligation, but only as the agent and at the expense of the Carrier (or to discontinue the same). The Port Authority shall give notice of such election which shall be sixty (60) days or if less than sixty (60) days at least the number of days between promulgation of the order and the effective date, less fifteen (15) days. In any of the foregoing events, then the Carrier shall have the right, exercisable by notice given within sixty (60) days of its receipt of the notice of election by the Port Authority to terminate this Agreement in its entirety, by sixty (60) days' notice to the Port Authority.

Section 20. Loss or Destruction of the Terminal

(a) Notwithstanding any other provisions of this Agreement, in any of the following events occurring at any time after the execution hereof, that is to say, if fire or casualty or other cause beyond the control of the parties shall destroy or seriously damage all of the Space; or if any governmental agency or agencies shall take by exercise of the power of eminent domain, all of the Space, then, if the Port Authority shall not make a suitable substitution of Space, or shall be unable so to do, or if in the opinion of the Port Authority the continued operation of the Terminal for motor-bus carriers would be impossible, impractical or uneconomical, the Port Authority may, at its option, terminate this Agreement, by giving notice to the Carrier of its intention so to do, specifying therein the effective date of termination, which date may be retroactive to the date of destruction, damage or taking. Such termination shall have the same effect as if it were the expiration of this Agreement.

(b) In any action or proceeding instituted by any governmental agency or agencies for the taking for a public use of any interest in all or any part of the Terminal, the Carrier shall not be entitled to assert any claim to any award or part thereof made or to be made therein, or to institute any action or proceeding, or to assert any claim against such agency or agencies or against the Port Authority, for or on account of any such taking, it being understood and agreed between the Port Authority and the Carrier that the Port Authority shall be entitled to all the compensation or awards made or to be made or paid for any such taking, free of any claim or right of the Carrier.

Section 21. Force Majeure

(a) The Port Authority shall not be liable for any failure, delay or interruption in supplying or performing any services hereunder due to causes or conditions beyond its control, including without limitation thereto, labor troubles, or unless such failure, delay or interruption shall result from failure on the part of the Port Authority to use reasonable care to prevent or reasonable efforts to cure the same.

(b) The Port Authority shall be under no obligation to supply services if and to the extent and during any period that the supplying of any such service or the use of any component necessary therefor shall be prohibited or rationed by any federal, state or municipal law, rule, regulation, requirement, order or direction and if the Port Authority deems it in the public interest to conform therewith, even though such law, rule, regulation, requirement, order or direction may not be mandatory on the Port Authority as a public agency.

Section 22. Postponement

(a) The Port Authority shall use due diligence in preparing the Space for use by the Carrier, and in making it vacant and available on the effective date of the license stated in Section 4 of this Agreement. However, if the Terminal or the Space shall not be ready for use by the Carrier on such date, by reason of the fact that the user thereof has not removed therefrom, or that it has not been feasible for the Port Authority to relocate such user, or by reason of any cause or condition beyond the control of the Port Authority, the Port Authority shall not be subject to any liability for the failure to make the Space available on the said date.

(b) If prior to the effective date of the license, the Port Authority believes that the Space will not be available on the said effective date, the Port Authority will so notify the Carrier, such notification to be a notice of six (6) months, if feasible, or a notice of lesser duration dependent on facts then known to the Port Authority. If the factual situation on which the Port Authority has premised a notice changes, subsequent notice or notices may be given subject to the requirements of this Section. However, if the Space is not made available for use by the Carrier on or before a date six (6) months after the effective date of the license as set forth in Section 4(b) hereof, this Agreement shall be deemed cancelled, except that each party shall and does hereby release the other party of and from any and all claims or demands based on this Agreement, or on a breach or alleged breach thereof. Unless sooner terminated, the effective period of the license shall expire on a date which shall be postponed from the expiration date stated in Section 4(b) for the same period that the effective date of the license shall be postponed hereunder, if at all.

Section 23. Signs and Advertising

(a) The Port Authority shall furnish directional signs for the convenience of the travelling public and directional signs for vehicular traffic, maintained at such points in the Terminal as the Port Authority may determine.

(b) The Port Authority shall furnish signs showing the number of each gate on the lower bus level, as such gates are indicated on Exhibit A, visible from the long distance concourse and from the berths. The Port Authority shall furnish signs beside each such gate showing the name of the carrier then using the berth for such gate, the insignia of the carrier, the departure time of the next bus to leave, and the destination of such bus together with selected intermediate points on its route; removable panels or inserts showing that information shall be furnished by the Port Authority at cost, payable by the Carrier on demand, and shall be changed by employees of the Carrier as necessary.

(c) Except as required by law or governmental regulation and except as above provided or otherwise with the consent of the Port Authority, the Carrier shall not maintain or display any advertising, signs, posters or similar devices at the Terminal except such as may be affixed to the interior or exterior of buses operated by the Carrier.

Section 24. Assignment and Subcontracting

Except with the prior written approval of the Port Authority, the Carrier shall not sell, transfer, mortgage, pledge or assign this Agreement or any part thereof, and shall not subcontract the performance of any of its obligations hereunder or the exercise, in whole or in part, of its rights, licenses and privileges hereunder.

Section 25. Brokerage

The Carrier represents and warrants that no broker has been concerned in the negotiation of this Agreement and that there is no broker who is or may be entitled to be paid a commission in connection therewith. The Carrier shall indemnify and save harmless the Port Authority of and from any such claim, except such claims, if any, as may arise solely from the acts of the Port Authority and of its employees.

Section 26. Notices

(a) Except where herein expressly required or permitted to be oral, and to be otherwise delivered, all notices, requests, consents and approvals required to be given to or by either party shall be in writing (which shall include a telegram when delivered to the telegraph company), and all such notices and requests shall be personally delivered to the duly designated officer or representative of such party or delivered to the office of such officer or representative during regular business hours or sent to him at such address by registered mail or by telegraph. The Carrier shall designate an office within any one of the fifty States or the District of Columbia and an officer or representative whose regular place of business is at such office. Until further notice, the Port Authority hereby designates its Executive Director, and the Carrier designates the individual holding the title named as the title for its representative on the first page hereof, as their respective officers and representatives upon whom notices and requests may be served, and the Port Authority designates its office at 111 Eighth Avenue, New York 11, New York, and the Carrier designates the office of such title-holder, now at the address stated on the first page hereof, as the respective offices where notices and requests may be served.

"Bus" shall mean a self-propelled highway vehicle designed and constructed for the carriage of passengers for hire, employing as a source of motive power (either directly or by electrical transmission) a reciprocating internal-combustion or a turbine engine (not including a jet-propulsion engine) utilizing as fuel, gasoline, diesel oil, or any other substance utilized by highway vehicles as fuel and permitted by the laws of New York and by those of New Jersey then in effect and also under the then existing rules and regulations governing the use of the Lincoln Tunnel (and then only in strict compliance with the requirements of such laws, rules and regulations), and having overall dimensions not in excess of the following: length, forty (40) feet; width, one hundred two (102) inches; height, twelve (12) feet eight (8) inches (for buses operating at the Terminal only on the lower bus level); twelve (12) feet two (2) inches (for buses operating at the Terminal only on the lower and intermediate bus levels); eleven (11) feet six (6) inches (for buses operating at the Terminal on the lower, the intermediate, or the upper bus levels); and having a maximum gross loaded weight not in excess of thirty-five thousand (35,000) pounds avoirdupois, distributed to provide not more than twenty thousand (20,000) pounds per axle; provided, however, that larger or heavier passenger-carrying vehicles may be operated by mutual consent of the Port Authority and the Carrier, and each such shall be deemed, for the period of such consent, a "bus".

"Bus level" shall mean and include any floor or story at the Terminal designed for use by buses.

"Central Manhattan" shall mean that portion of the Borough of Manhattan, City, County and State of New York, which lies (1) north of: (i) the center-line of East Houston Street as the said street exists and as the said line runs and is extended easterly from the center-line of Broadway to the easterly shore of Manhattan Island, (ii) the center-line of West Houston Street as the said street exists and as the said line runs from the center-line of Broadway westerly to the center-line of the Avenue of the Americas, and (iii) the center-line of West Houston Street as the said street exists and as the said line runs and is extended westerly from the center-line of the Avenue of the Americas to the westerly shore of Manhattan Island; and (2) south of the center-line of West 160th Street as the said street exists and as the said line runs and is extended easterly to the easterly shore of Manhattan Island and westerly to the westerly shore thereof.

(b) If any notice is mailed, the giving of such notice shall be complete upon receipt thereof or, in the event of a refusal by the addressee, upon the first tender of the notice by the postal service to the addressee or at the address thereof. If any notice is sent by telegraph, the giving of such notice shall be complete upon receipt thereof or, in the event of a refusal by the addressee, upon the first tender of the notice by the telegraph company to the addressee or at the office thereof.

Section 27. Place of Payments

(a) All payments required of the Carrier by this Agreement shall be made at the office of the Treasurer of the Port Authority, 111 Eighth Avenue, New York 11, New York, or to such other officer or address as may be substituted therefor by notice to the Carrier.

(b) All payments to be made hereunder by the Port Authority to the Carrier shall be made to the Carrier at the address specified on the first page hereof or to such other address as may be substituted therefor by notice to the Port Authority.

Section 28. Non-liability of Individuals

No Commissioner, director, officer, agent or employee of either the Port Authority or the Carrier shall be charged personally or held contractually liable by or to the other party under any term or provision of this Agreement or of any supplement, modification or amendment to this Agreement or because of any breach or attempted or alleged breach thereof, or because of its or their execution or attempted execution.

Section 29. Definitions

Unless the context requires another meaning, the following terms when used in this Agreement shall have the respective meanings given below:

"Charter" shall mean an arrangement made by a carrier with an individual, firm, corporation or other legal entity (other than a group formed solely for the purpose of the movement involved), for the transportation of more than one person in one or more buses as a single movement, occasional and non-repetitive, without contractual relation between the carrier and the individuals so transported. A "charter coach" shall be a bus operated under the provisions of a charter, as herein defined, and "charter operations" shall mean and include the operation of a charter coach or charter coaches as herein defined.

"Cleaning" as used in Section 3(a) hereof shall mean and include only the use of a vacuum-cleaner on the interior of a bus, the removal of newspapers, magazines and other discarded items, the emptying of ash-trays and the cleaning of windows and windshields without use of a hose.

"Cost" shall mean and include: (1) payroll costs of the Port Authority, including contributions to the Retirement System, or the cost of participation in other pension plans or systems, insurance costs, including sums reserved for or allocated to self-insurance funds, and sick-leave, holiday, vacation and authorized-absence pay; (2) cost of materials and supplies used; (3) payments to contractors; (4) any other direct costs; and (5) thirty per cent (30%) of the sum of the foregoing.

"Day" shall mean, and "daily" shall refer to, a calendar day.

"Eastern Greyhound Lines" shall mean the division or other organizational unit of The Greyhound Corporation, as the said Corporation may be from time to time organized, which shall be charged with the conduct of scheduled operations to and from the City of New York; if more than one such unit shall be conducting such operations, "Eastern Greyhound Lines" shall mean the unit which conducts the largest number of scheduled departures from the City of New York operated by the Carrier.

"Executive Director" shall mean the person or persons from time to time designated by the Port Authority to exercise the powers and functions vested in the Executive Director by this Agreement; but until further notice from the Port Authority to the Carrier it shall mean the Executive Director of the Port Authority for the time being or his duly designated representative or representatives.

"Express" shall mean and include property other than baggage, mail, manifest baggage, and newspapers, transported or to be transported by the Carrier in accordance with its published tariffs, and shall be defined as defined in the published tariffs of the Carrier, except that it shall not include acids, animals, articles packed in wet ice or water, dangerous articles, fissionable materials, radioactive materials, explosives, gases, inflammable materials, intoxicating beverages, materials having or capable of producing strong offensive odors, money, securities, or wet batteries; provided, however, that by notice given within sixty (60) days after the effective date of any reissue, revision or supplement of a tariff of any carrier, the Port Authority may exclude therefrom any article, material or thing listed therein for the first time; and provided, further, that "express" shall not include any parcel or piece the overall dimensions of which are greater than twenty-four (24) inches by twenty-four (24) inches by seventy-two (72) inches, or which weighs more than one hundred (100) pounds avoirdupois, (except it shall include trunks handled in accordance with the Carrier's special tariff provisions).

"Foreign sale" shall mean the sale of a ticket order or exchange order at any point outside the fifty (50) States of the United States of America, the District of Columbia, Puerto Rico, the Virgin Islands, the Dominion of Canada and the Republic of Mexico.

"Holiday" or "legal holiday" shall mean and include the following days in each year: the first day of January, known as New Year's Day; the twelfth day of February, known as Lincoln's birthday; the twenty-second day of February, known as Washington's birthday; the thirtieth day of May, known as Memorial day; the fourth day of July, known as Independence day; the first Monday of September, known as Labor day; the twelfth day of October, known as Columbus day; the eleventh day of November, known as Veterans day; the fourth Thursday in November, known as Thanksgiving day; and the twenty-fifth day of December, known as Christmas day; and if any of such days is Sunday, the next day thereafter; and each general election day in the State of New York; and such other days as may be declared "holidays" or "legal holidays" by the Legislature of the State of New York.

"Interstate Commerce Commission" shall mean and include not only such governmental board or agency as it now exists, but also any governmental board, official agency or authority hereafter exercising the same or similar powers or jurisdiction.

"Irregular route operations" shall mean and include all operation of motor vehicles for transportation to and from the City of New York as a common carrier of passengers and their baggage pursuant to a certificate of public convenience and necessity which specifies irregular route operation or to a portion of such a certificate so specifying.

"Labor trouble" shall mean and include any type of strike, boycott, picketing, work-stoppage, work slowdown or other disturbance, complaint, dispute or controversy involving labor, regardless of the employer or the employment status of the persons involved.

"Maintenance" as used in Section 3(a) hereof shall mean and include only the occasional performance of minor and non-hazardous necessary repair work on vehicles, limited to replacements of small parts in, and minor adjustments to, brakes, horns, windshield wipers, doors, mirrors and windows (without replacement of glass panes), electrical systems, air-conditioning and heating systems, and engine-components, and the changing of tires.

"Manager of the Terminal" or "Manager" shall mean the person or persons from time to time designated by the Port Authority to exercise the powers and functions vested in the said Manager by this Agreement, but until further notice from the Port Authority to the Carrier, it shall mean the Manager (or Acting Manager) of the Terminal for the time being, or his duly designated representative or representatives.

"Manifest baggage" shall mean and include baggage checked through on the line of the Carrier (or of a connecting carrier) on a ticket or tickets for passenger transportation, in accordance with and as defined by National Baggage Tariff No. A-500-B of the Interstate Commerce Commission, issued July 6, 1959, and effective August 15, 1959, as the same may have been heretofore or may be hereafter supplemented or amended, provided, however, that by notice given to the Carrier within sixty (60) days after the effective date of any reissue, supplement or revision of the said tariff, the Port Authority may exclude any thing, article, or material therein listed for the first time; and provided, further, that no piece of baggage larger than twenty-four (24) inches by twenty-four (24) inches by forty-five (45) inches (except skis and ski-poles which may be longer), or weighing more than one hundred fifty (150) pounds shall be included.

"Public Service Commission of the State of New York" shall mean and include not only such governmental board or agency as it now exists, but also any governmental board, official agency or authority hereafter exercising the same or similar powers or jurisdiction.

"Regular route operations" shall mean all operation of motor vehicles for transportation to and from the City of New York as a common carrier of passengers and their baggage pursuant to a certificate of public convenience and necessity, which is conducted under individual contracts with such passengers, over public highways specified in the said certificate, repetitively and with a fixed periodicity in accordance with previously established schedules, except that it shall not include any transportation operation where the entire service operated by the carrier involved to any terminus other than the Terminal, consists of express service without any intermediate stops to discharge passengers.

"Shipment" shall mean any article or group of articles of express shipped at one time from one shipper to one consignee on a single contract of carriage.

"Special operations" shall mean and include all operation of motor vehicles for transportation from, to or within the City of New York, as a common carrier of passengers and their baggage, not included in charter operations, irregular route operations or regular route operations as each of the said categories is defined in this Agreement, and shall include without limitation thereto, operations in the nature of tours or sightseeing trips which commence at the Terminal, or which both commence and terminate at the Terminal, and operations which consist of express service from the Terminal without intermediate stops to discharge passengers, to areas or places of public amusement or entertainment or to special gatherings, including without limitation thereto race-meetings, race-tracks, public parks and special events or particular locations therein, amusement parks, fairs, religious and patriotic shrines, historic sites, places of special assemblage, places where connection is available for specialized transportation (such as fishing-trips), and all other specialized operations in connection with which use of the Terminal is or may be permitted by the Port Authority.

"Tariff" or "published tariff" shall mean the schedule of rates, terms and conditions of transportation under which the Carrier conducts its operations and which has been approved by the Interstate Commerce Commission or by such other governmental regulatory body as may have jurisdiction over the Carrier's operations.

"Terminal" shall mean the building on the block bounded by West 41st Street, Eighth Avenue, West 40th Street and Ninth Avenue in the Borough of Manhattan, in the City, County and State of New York, together with the overhead viaducts from the said building to the west side of Ninth Avenue in the said Borough.

Section 30. Construction and Application of Terms

(a) Wherever in this Agreement the Carrier is placed under an obligation or covenants to do or to refrain from or is prohibited from doing, or is entitled or privileged to do, any act or thing, its obligation shall be performed and its rights and privileges shall be exercised only by its officers and employees. None of the provisions of this paragraph (a) shall be taken to alter, amend or diminish any obligation of the Carrier assumed in relation to its invitees, business visitors, agents, representatives, contractors, customers, passengers, guests or other persons, firms or corporations doing business with it.

(b) The section and other headings in this Agreement are inserted only as a matter of convenience and for reference and in no way define, limit or describe the scope or intent of any provision hereof.

Section 31. Right and Obligation to Use the Terminal

(a) The Carrier agrees to use the Terminal for all its operations from, to or within Central Manhattan, except charter coach operations and except when it is performing transportation services as a contract carrier or as a private carrier. The Carrier may use the Terminal for charter coach operations. The Carrier may upon special agreement with the Port Authority use the Terminal for contract carriage and private carriage operations. The Carrier's obligations to use the Terminal shall extend to and include routes or parts of routes, whether in regular-route operations, irregular-route operations, or special operations, which are first operated, or acquired, after the effective period of the license under this Agreement shall commence.

(b) The Carrier shall deliver to the Port Authority a copy of all applications, when made, which are submitted to any regulatory body, which materially affect the Carrier's service from or to the Terminal.

Section 32. Administrative Recourse

(a) The parties agree that their contractual relationship shall be governed and determined by all the terms, conditions and provisions of this Agreement. However, in view of the substantial duration and the comprehensiveness of the Agreement, it may be anticipated that from time to time the Carrier will deem some action or proposed action of the Port Authority thereunder to be unwarranted or improper. To the end that the Carrier may have an opportunity to present its views and arguments with reference to any such action, on all administrative levels of the Port Authority, the following procedure is formulated and agreed upon: as soon as any matter is brought to the attention of or known to any management personnel of the Carrier (including its terminal manager and its chief dispatcher), the Carrier's New York Regional Manager within ten days of knowledge to such personnel, may

request discussion of the matter with the Manager of the Bus Terminal, who shall then discuss the matter at a time fixed by mutual agreement, but not later than ten days after the request. If the Manager of the Bus Terminal does not agree with the position of the said New York Regional Manager, then within twenty days after such initial request, the President of Eastern Greyhound Lines may request such discussion with the Director of Terminals of the Port Authority, who shall then discuss the matter at a time fixed by mutual agreement, but not later than ten days after the request from the said President. If the Director of Terminals of the Port Authority does not agree with the position of the said President, the President of The Greyhound Corporation may request such discussion with the Executive Director of the Port Authority, at a time fixed by mutual agreement, but not later than ten days after the request. In the absence of other agreement, no such discussion by the President and Executive Director shall extend beyond two weeks.

(b) The Port Authority will not take action under paragraph (b) of Section 16 of this Agreement during the pendency of the above discussions.

(c) If any of the official positions referred to above shall be abolished or its duties substantially changed, the substitute position having substantially the same duties shall be deemed to have been referred to herein, or, if any of the said positions shall be vacant, the person performing substantially the same duties shall be deemed to be the incumbent of the said position, provided, however, that the discussions referred to shall be held by the incumbents of the positions named unless such incumbents are out of the United States.

Section 33. Alternate Handling of Manifest Baggage, Express, Mail and Newspapers

(a) The Port Authority may elect to have the services set forth in Section 6 and in Section 7(e) of this Agreement, relating to the handling of manifest baggage, express, mail and newspapers, performed either by the Carrier itself, or by an independent contractor (which may be a carrier licensed to use the Terminal) designated by the Port Authority as its contractor under the provisions of paragraph (e) of the said Section 6. From time to time the Port Authority may make designations of such contractors, but the Port Authority shall not be obligated to designate more than two contractors at any one time. In the event of such designation of two such contractors, the Carrier may elect either of the two, and may change such election at the end of each period of three (3) years. The Carrier may elect a designated contractor to handle its manifest baggage, or its express, or both, and may nevertheless continue to handle its own mail or newspapers or both.

(b) In the event the Port Authority notifies the Carrier that the Carrier is to handle its own manifest baggage, express, mail and newspapers, then, notwithstanding the provisions of Section 6 of this Agreement, the Port Authority shall have no obligation to receive, store, deliver or otherwise handle manifest baggage, express, mail or newspapers transported or to be transported by the Carrier to, from, or through the Terminal, and the Carrier shall itself perform all functions relating thereto which in the said Section 6 the Port Authority has undertaken to perform. All collections and receipts of monies from passengers, consignees, shippers and others interested in the transportation of manifest baggage, express, mail and newspapers, including without limitation thereto excess weight and excess value charges, transportation charges, storage charges, and C.O.D. service charges and collections, as set forth in this Agreement, (but not including any payments for transportation of passengers) shall then be made by or paid directly to the Carrier, and notwithstanding the provisions of Section 14 of this Agreement, the Carrier shall have no obligation to make any payments to the Port Authority based thereon. In addition, the fee payable under Section 14(a)(4) of this Agreement shall be reduced by a sum equivalent to one per cent (1%) of monies paid or payable (as defined in Section 14(a)(4) to the Carrier on account of tickets sold or issued in the Borough of Manhattan.

(c) In the event the Carrier is handling its own manifest baggage, express, mail and newspapers as hereinabove set forth, by election of the Port Authority, then at any time throughout the effective period of the license under this Agreement the Carrier shall, on the direction of the Port Authority given at any time and from time to time, perform for any carrier which is licensed to use space and services at the Terminal, and which requires manifest baggage, express, mail or newspaper service, (hereinafter called "the served carrier"), the same services with relation to manifest baggage, express, mail or newspapers, (as the Port Authority may then designate) as the Port Authority has undertaken to perform for the Carrier under the provisions of Section 6 of this Agreement. The Port Authority shall not give a direction in relation to any one of the four types of service, as to any individual served carrier, more often than once in each three (3) years, except when upon renewal of a served carrier's license agreement, and shall not give any direction unless the payments for the service as set forth in paragraph (d) below are arranged or provided for. By agreement between the Carrier and the served carrier the methods of handling manifest baggage or express or both set forth in Section 6 and Section 7(e) of this Agreement may be varied from time to time. Every such agreement shall expressly release the Port Authority from all liability for claims and demands based on or arising out of any change in the said handling methods.

(d) (1) In the event the Port Authority directs the Carrier to perform the said services in connection with manifest baggage, then the fees and charges set forth in the served carrier's license agreement as payable to the Port Authority on account of manifest baggage, including without limitation thereto excess weight and excess value charges, transportation charges and storage charges, shall be payable directly to the Carrier; and in addition the served carrier shall pay directly to the Carrier a sum equivalent to one per cent (1%) of the monies paid or payable to the served carrier on account of tickets sold or issued in the Borough of Manhattan, as monies paid or payable are defined in the served carrier's license agreement; provided, however, that if the percentage which under the served carrier's license agreement is to be applied to monies paid or payable is changed, by agreement between the Port Authority and the served carrier, from that in effect at the time of the commencement of the effective period of the license under this Agreement, then in lieu of one per cent (1%) of the monies paid or payable, the served carrier shall pay directly to the Carrier ten per cent (10%) of the fee payable to the Port Authority under the provision of the served carrier's license agreement which provides for payment of a percentage of monies paid or payable.

(2) In the event the Port Authority directs the Carrier to handle express for the served carrier, then the fees and charges set forth in the served carrier's license agreement as payable to the Port Authority on account of express shall be payable directly to the Carrier.

(3) In the event the Port Authority directs the Carrier to handle mail for the served carrier, then the fees and charges set forth in this Agreement as payable to the Port Authority on account of mail shall be payable directly to the Carrier.

(4) In the event the Port Authority directs the Carrier to handle newspapers for the served carrier, then the fees and charges set forth in this Agreement as payable to the Port Authority on account of newspapers shall be payable directly to the Carrier.

(5) The fees and charges to be paid hereunder by the served carrier directly to the Carrier shall in no event be subject to the application of the provisions of paragraph (d) of Section 14 of this Agreement.

(6) In the event the Carrier is a served carrier it agrees to pay the fees and charges in this Section provided for directly to the designated contractor performing the services.

(e) The designated contractor shall make to the served carrier the same remittances and reports with relation to manifest baggage, express, mail and newspapers handled, as the Port Authority would have made to the Carrier under Section 14 of this Agreement were the Port Authority handling the Carrier's manifest baggage, express, mail and newspapers, as set forth in Section 6 hereof. The Carrier shall have no right to examine or audit the books of the served carrier, but the Port Authority will certify to the Carrier that according to the books of the served carrier the sums payable by the served carrier to the Carrier are correctly stated.

(f) During the effective period of any such direction from the Port Authority to the Carrier, the Carrier shall have the same responsibility with respect to manifest baggage, express, mail or newspapers (or any or all of them, as the direction may indicate), for which the served carrier is responsible to third parties, as the Port Authority has to the served carrier under the served carrier's license agreement, and the Carrier shall indemnify the Port Authority against all claims and demands of the served carrier and of all such third persons, based on the liability set forth in such agreement.

(g) In the event the Port Authority notifies the Carrier that is is to handle its own baggage, express, mail and newspapers, the Port Authority will make available to the Carrier without additional charge a sufficient amount of space at the Terminal for its use in such handling, and will initially equip such space to the same extent and standards as the Port Authority has used in equipping the Terminal, providing initially in addition, one (1) tractor, and a reasonable number of baggage carts.

(h) In the event manifest baggage or express arriving at the Terminal on a bus operated by the Carrier or by any of the Carrier's served carriers is to leave the Terminal on a bus operated by a carrier which is not one of the said served carriers, then the Carrier shall deliver such manifest baggage and express to such carrier at the Terminal except that if such carrier shall have designated another carrier as its contractor for the handling of baggage and express, the Carrier shall deliver such baggage and express at the Terminal to such other designated carrier.

Section 34. Security

Upon the execution of this Agreement by the Carrier and delivery thereof to the Port Authority, the Carrier shall deposit with the Port Authority (and shall keep deposited throughout the effective period of the license under this Agreement) either the sum of

[None]

in cash, or negotiable bonds of the United States of America, or of The Port of New York Authority, having a market value of that amount, as security for the full, faithful and prompt performance of and compliance with, on the part of the Carrier, all of the provisions, terms and conditions of this Agreement on its part to be fulfilled, kept, performed or observed. In addition to any and all other remedies available to it, the Port Authority shall have the right, at its option, at any time and from time to time, with or without notice, to use the said deposit or any part thereof in whole or partial satisfaction of any of its claims or demands against the Carrier. There shall be no obligation on the Port Authority to exercise such right and neither the existence of such right nor the holding of the deposit itself shall cure any default or breach of this Agreement on the part of the Carrier. In the event that the Port Authority shall at any time or times so use the deposit, or any part thereof, or if bonds shall have been deposited and the market value thereof shall have declined below the abovementioned amount, the Carrier shall, on demand of the Port Authority and within two (2) days thereafter, deposit with the Port Authority additional cash or bonds so as to maintain the deposit at all times to the full amount above stated, and such additional deposits shall be subject to all the conditions of this Section. After the expiration or earlier termination of the effective period of the license under this Agreement (or any extension thereof) and upon condition that the Carrier shall then be in no wise in default under any part of this Agreement, and upon written request therefor by the Carrier, the Port Authority will return the said deposit to the Carrier less the amount of any and all unpaid claims and demands (including estimated damages) of the Port Authority by reason of any default or breach by the Carrier of this Agreement or any part thereof. The Carrier agrees that it will not assign or encumber the said deposit. The Port Authority shall not pay or allow interest thereon, but the Carrier may collect and receive the interest or other income from all bonds on deposit pursuant to this Section.

Section 35. Redetermination of Commencement Date

Notwithstanding the provisions of Section 4 of this Agreement, the commencement date of the effective period shall be the date of commencement of the letting under an agreement of lease made between the Port Authority and the Carrier (as the Lessee thereunder) as of March 16, 1962 and bearing the Port Authority Number BT-G-3.

Section 36. Entire Agreement

This Agreement including the attached exhibits, constitutes the entire agreement of the Port Authority and the Carrier on the subject matter, and may not be changed, modified, discharged or extended except by written instrument duly executed by both of them. The Port Authority and the Carrier agree that no representations or warranties shall be binding upon either of them unless expressed in writing herein.

IN WITNESS WHEREOF, the Port Authority and the Carrier have executed these presents the 17th day of May, 1962.

ATTEST:

Joseph Salvatore
Secretary

THE PORT OF NEW YORK AUTHORITY

By F. Moakley

(Title) Chairman of Board

(Seal)

ATTEST:

Merrill Buffington
Secretary

THE GREYHOUND CORPORATION

By F. W. Sherman

(Title) Chairman of Board

(Corporate Seal)

BTG

STATE OF NEW YORK }
COUNTY OF NEW YORK } ss.

On the 17th day of May, 1962, before me personally came Austin J. Tobin to me known, who, being by me duly sworn, did depose and say that he resides at

that he is the Chairman of Board of The Port of New York Authority, one of the corporations described in and which executed the foregoing instrument; that he knows the seal of the said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed by order of the Board of Commissioners of the said corporation; and that he signed his name thereto by like order.

Mildred B. Bruno
(notarial seal and stamp)

MILDRED B. BRUNO
NOTARY PUBLIC, State of New York
No. 30-5497825
Qualified in Nassau County
Cert. filed in New York County
Commission Expires March 30, 1964

STATE OF N.Y. }
COUNTY OF N.Y. } ss.

On the 17th day of May, 1962, before me personally came ~~Austin J. Tobin~~ Chairman to me known, who, being by me duly sworn, did depose and say that he resides at

that he is the Chairman of Board ~~President~~ of The Greyhound Corporation, one of the corporations described in and which executed the foregoing instrument; that he knows the seal of the said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of the said corporation; and that he signed his name thereto by like order.

Mildred B. Bruno
(notarial seal and stamp)

MILDRED B. BRUNO
NOTARY PUBLIC, State of New York
No. 30-5497825
Qualified in Nassau County
Cert. filed in New York County
Commission Expires March 30, 1964

BT-L 101950; Exhibit F-1.

PA 1081
12-50

Port Authority Bus Terminal

Monthly Report of Sales Made Elsewhere in Manhattan of Ticket Orders for Port Authority Bus Terminal Transportation and of Tickets for Other Manhattan Terminal Transportation of Companies Operating Multiple Terminals in Manhattan, by Sales Office.

..... Month — Year

Sales Office	PABT *Ticket Orders*		Other Terminal *Tickets*	
	Number	*Value*	*Number*	*Value*
Totals				

Bus Company .....

Per (Signature) .....

Title .....

Date .....

BT-L 101950; Exhibit G.

XYZ BUS CO. DRIVER'S TRIP REPORT

Date ..... Run No. ..... Route .....

Bus No. ..... Rented From .....

From ..... Leaving ..... M.

To ..... Arriving ..... M.

☐ Regular
☐ Double
☐ Charter
☐ Deadhead

Reason for DH .....

.....

Garage to Terminal Miles .....

Operator ..... Badge No. .....

Trip Statistics

No. of Cash Passengers .....
Tickets Lifted
Passengers .....
Total Number
Revenue Passengers .....
Passes Honored
(Enclose Pass or Receipt) .....
Passenger Cash
Fares Collected ..... $.....
Tax Collected—
Passenger ..... $.....
Express Cash
Collected ..... $.....
Tax Collected—
Express ..... $.....

Total Cash Collected ..... $.....
Driver's Correction
Add—Deduct ..... $.....

Total Cash Enclosed $.....

To be used only when more than one bus is used to complete trip

From	
To	
Bus No.	Miles
From	
To	
Bus No.	Miles
From	
To	
Bus No.	Miles

For Office Use Only

Passenger Miles		Bus Miles	Correction
		.....	
		.....	
Local		.....	
		.....	
Through	Total	.....	
	Garage to Terminal	.....	

Number Seats ..... Seat Miles .....

Total Passengers

Revenue ..... Non-Revenue .....

Page One of Exhibit G

(To be printed on front of envelope.)

TERMINAL DISPATCH RECORD OF XYZ BUS COMPANY

Terminal.....Date.....

12:01 AM to.....AM.....AM to.....PM.....PM to 12:00 PM.....

(Dispatcher) (Dispatcher) (Dispatcher)

ARRIVALS

Schd. No.	Section	Bus No.	Gate No.	Driver	From	Time Schd.	Time Act.	No. of Pass.	*Remarks (Indicate Charters)*

DEPARTURES

Schd. No.	Section	Bus No.	Gate No.	Driver	To	Time Schd.	Time Act.	No. of Pass.	*Remarks (Indicate Charters)*

BT-L 101950; Exhibit I.

XYZ BUS COMPANY
TICKET AGENT'S REPORT

Date.....

CARD TICKET SALES

Destination	Number Beginning	Number Ending	Number Sold	Fare	Tax	Total Ticket Sales	Total Tax
Total							

OPEN FORM TICKET SALES

Form	*Ticket No.*	*Destination*	*Fare*	*Tax*

Card Ticket Sales	
Open Form Ticket Sales	
Transportation Tax	
Total Sales and Tax	
Deductions	
Amount Due on this Report	

Agent

.....

EXHIBIT J

FEE AND CHARGE ADJUSTMENTS

(1) (a) All fees and charges payable by the Carrier to the Port Authority under this Agreement will be increased by amounts to be determined as set forth below, based on the percentage of increase of the average hourly labor rates and costs to the Port Authority for the personnel categories hereinafter set forth, the increase being based on costs computed as of December 31, 1960. Increases of fees and charges will be effective January 1 of 1968, 1973 and 1978, being prospective for each of the five-year periods commencing on January 1, 1968 and on January 1, 1973, and for the longer period commencing January 1, 1978. The percentage of increase shall be computed on the basis of full hourly wage and salary rates and costs, and such rates and costs shall include fringe benefits as hereinafter referred to.

(b) Increases in those fees and charges which are expressed in the Agreement in sums of money shall be based on the increases of the full hourly wage and salary rates and costs computed effective December 31 of 1967, 1972 and 1977, as compared with the full hourly wage and salary rates and costs computed as of December 31, 1960. Increases in the fees and charges which are expressed in the Agreement as applications of percentages shall be based on the excess, if any, of the increases of the full hourly wage and salary rates and costs computed effective December 31 of 1967, 1972 and 1977, as compared with the full hourly wage and salary rates and costs computed as of December 31, 1960, over the percentage increase in fares, if any, in each of the same periods; such excess shall be applied to the net percentage figure (which shall be, in the case of the percentage figure set forth in Section 14(a)(4) of the License Agreement, that figure as reduced by operation of the provisions of Section 33(b) of the License Agreement) used to compute the sums receivable by the Port Authority. In computing the percentage increase in labor costs, individual increases or decreases of full hourly wage and salary rates and costs for each of the personnel categories will be computed, and the resulting percentages will be averaged to arrive at the final percentage figure. All percentages used in computation hereunder will be expressed to the nearest 1/10 of 1%, and wage and salary rates and costs will be expressed to the nearest cent.

The percentage increase in fares shall be the percentage by which the sum of the regular adult one-way fares (according to the published tariffs of The Greyhound Corporation) from New York, New York to the destination points named below in effect on December 31, 1960 is exceeded by the sum of the same fares in effect on December 31, 1967, 1972 and 1977, as the case may require: Chicago, Ill., Detroit, Mich., Miami, Fla., New Orleans, La., Norfolk, Va., St. Louis, Mo., and San Francisco, Cal.

(2) The personnel categories used in computing the full hourly wage and salary costs and expenses shall be the following: Police Officer, Lobby Information Agent I, Baggage Man I, Red Cap, Building Attendant I, Watch Engineer (air-conditioning and heating), Electrician I, Clerk I. If any of the job titles set forth above shall be changed, the new job title shall be deemed to have been substituted therefor; however, in any substitution or change the essence of the personnel category, as evidenced by the description of its duties, shall be controlling, rather than the job title, and if the functions of the job are abolished, the job title shall be eliminated from the personnel categories used. The wage and salary rates used in computations hereunder shall be the starting wage or salary for each personnel category.

(3) The fringe benefits shall include payments by the Port Authority to the New York State Employees' Retirement System, Federal Old Age Disability and Survivors' Insurance System, net premiums (i.e., premiums less dividends) for group health, major medical and life insurance programs, premiums for workmen's compensation insurance, plus any other payments made by the Port Authority for any other employee-benefit programs in existence from time to time, whether such additional programs have been instituted by the Port Authority voluntarily, by contract or pursuant to law. There shall also be included in fringe benefits any amounts paid into, reserved or set aside for self-insurance funds for benefits as referred to above.

(4) To include fringe benefits in the full hourly wage and salary rate and costs, the salary or wage rate shall be increased by a percentage which shall be equivalent to the percentage by which fringe-benefit costs and expenses enlarge the cost of all Port Authority wages and salaries constituting the basis for fringe benefits.

(5) On April 30 in 1968, in 1973 and in 1978, the Port Authority will render to the Carrier a statement setting forth starting wage and salary rates for the relevant personnel categories and data covering computation of fringe benefits. To the extent that data is available and accounting procedures permit, fringe benefits will be set forth in terms of cost and expense to the Port Authority for the next preceding calendar year. However, if such data cannot readily be developed, components of cost entering into the computation of fringe benefits for the latest preceding twelve-month period for which data is available will be used.

(6) There are attached hereto a schedule showing computations based on presently existing procedures and accounting practices of the Port Authority and a schedule of the fares in effect on December 31, 1960 to the named points.

(7) In the event this shall be attached to and become part of a lease, the word "Carrier" herein shall be deemed to mean "Lessee", and rentals payable under such lease shall be deemed included in "fees and charges".

SCHEDULE OF COMPUTATIONS OF HOURLY LABOR COSTS AS OF DECEMBER 31, 1960

Job Title	1 Number of hours normally paid for in a 2-week period	2 Bi-weekly Salary as of December 31, 1960	3 Net Cost of Fringe Benefits as a percentage of Payroll (see ff.p.)	4 Column 2 increased by percentage in Column 3	5* Column 4 divided by Column 1
Police Officer	80	$192.00	19.1%	$228.67	$2.86
Watch Engineer (Air Conditioning & Heating)	80	$219.00	12.2%	$245.72	$3.07
Electrician I	80	$199.00	12.2%	$223.28	$2.79
Lobby Information Agent I	80	$173.00	12.2%	$194.11	$2.43
Baggage Man I	80	$150.00	12.2%	$168.30	$2.10
Building Attendant I	80	$143.00	12.2%	$160.45	$2.01
Red Cap	80	$120.00	12.2%	$134.64	$1.68
Clerk I	72-1/2	$124.00	12.2%	$139.13	$1.92

* The figures in Column 5 constitute the full hourly wage and salary rates and costs as of December 31, 1960.

COMPUTATIONS OF FRINGE BENEFITS FOR YEAR ENDING DECEMBER 31, 1960

Fringe Benefit	Net Cost to Port Authority	Payroll Base	Net Cost as a Percentage of Payroll
N.Y. State Retirement System - Police only	$ 944,997(a)	$ 5,908,448(c)	16.0%
N.Y. State Retirement System - All employees except police	$1,923,446(a)	$ 21,132,746(c)	9.1%
Federal Old Age, Disability and Survivors' Insurance	$ 573,620(b)	$ 33,762,408(d)	1.7%
Blue Cross and Blue Shield Health Insurance	$ 264,637(f)	$ 28,514,597(g)	0.9%
Major Medical Health Insurance	$ 6,281(b)	$ 32,605,913(e)	0.0%
Life Insurance	$ 2,147(b)	$ 32,605,913(e)	0.0%
Workmen's Compensation Insurance	$ 173,696(b)	$ 33,762,408(d)	0.5%
		Total for Police Employees	19.1%
		Total for all Employees except Police	12.2%

Notes:

(a) Bill received May 15, 1960 for 12-month period ending March 31, 1959.
(b) Net cost to Port Authority for calendar year 1960.
(c) Aggregate of annual salary rates of permanent employees on payroll as of March 31, 1959.
(d) Total payroll of all employees for calendar year 1960.
(e) Total payroll of all employees except temporary personnel for calendar year 1960.
(f) Net cost to Port Authority for calendar year 1959.
(g) Total payroll of all employees except temporary personnel for calendar year 1959.

SCHEDULE OF FARES

The regular adult one-way fares in effect on December 31, 1960 (according to the published tariffs of The Greyhound Corporation) from New York, New York to the destination points named in paragraph (1) (b) of this Exhibit J are as follows:

Destination Point	Fare
CHICAGO, ILLINOIS	$ 25.95
DETROIT, MICHIGAN	21.30
MIAMI, FLORIDA	35.35
NEW ORLEANS, LOUISIANA	36.45
NORFOLK, VIRGINIA	11.20
ST. LOUIS, MISSOURI	28.45
SAN FRANCISCO, CALIFORNIA	76.20
Sum of Fares	$234.90

BT-C 102861

EXHIBIT R

RULES AND REGULATIONS

GENERAL

1. Any permission granted by the Port Authority directly or indirectly, expressly or by implication, to any person or persons to enter upon or use the Terminal or any part thereof, is conditioned upon acceptance of and compliance with the Port Authority Rules and Regulations, and entry upon or into the Terminal by any person shall be deemed to constitute an agreement by such person to comply with the said Rules and Regulations; provided, however, that such Rules and Regulations will not apply to premises or space occupied or used under the provisions of a written agreement made with the Port Authority unless provision is made therein for the application of the said Rules and Regulations.

2. The Manager of the Terminal shall have authority to deny the use of the Terminal to any individual violating Port Authority Rules and Regulations or laws, ordinances or regulations of the United States Government, the State of New York, or the City of New York.

3. No person except persons assigned to duty therein shall enter without permission any area of the Terminal posted as being closed to the public.

4. No person shall abandon any property at the Terminal.

5. No person shall carry on any commercial or other activity at the Terminal without permission.

6. No person shall gamble or conduct or engage in any game of chance at the Terminal.

7. No person shall solicit funds or contributions for any purpose at the Terminal without permission.

8. No person shall post, distribute or display signs, advertisements, circulars or printed or written matter of any type at the Terminal without permission.

9. All persons finding lost articles at the Terminal shall deliver them to the parcel check room. Articles unclaimed by the owner or owners within three (3) months after the finding thereof will be turned over to the finders, except when found by Port Authority employees on duty.

10. No person shall throw, discharge or deposit trash, garbage, waste, oil or other petroleum products or any other waste material into or upon any portion of the Terminal except by depositing such material in receptacles provided therefor. All such receptacles shall be subject to the approval of the Manager.

11. No person shall deface, mark, break, or otherwise damage any part of the Terminal, or any property thereat.

12. No person shall create a disturbance at the Terminal, or commit a nuisance, or do any act or thing which shall result in the creation or maintenance of a nuisance at the Terminal.

13. No person shall create, or permit any vehicle or machine of which he is in charge to create, obnoxious odors, noxious gases, smoke or fumes in the Terminal. The creation of internal-combustion engine exhaust-fumes by vehicles in the Terminal, so long as such vehicles are maintained and are being operated in a proper manner, shall not be an infraction of this regulation, but no motor shall be kept running except when the vehicle is in motion, or is to be put in motion.

14. No person shall travel, or remain on, or shall permit any vehicle of which he has charge to travel, or remain on, any portion of the Terminal except upon the roadways, walks or other places or areas provided for the particular class of traffic. No person shall occupy or shall permit any vehicle of which he has charge to occupy the walks, roadways, entrances, exits, waiting-rooms or other areas of the Terminal in such a manner as to hinder or obstruct their use by others.

15. No person shall loiter in or about the Terminal or any part thereof.

16. No person shall be permitted on the vehicular levels with any animal except a "seeing-eye" dog. Dogs, cats and other small pet animals, when leashed, and if accompanied at all times by a person in charge thereof, will be permitted in the public areas of the Terminal. No other animals will be permitted in any part of the Terminal.

17. No person shall pass through the loading gates on the lower bus level except:

(a) persons employed by or doing business with a carrier, whose duties require such passage;

(b) authorized representatives of the Port Authority;

(c) persons having permission; and

(d) passengers immediately prior to boarding buses or immediately after leaving buses.

SAFETY

18. No persons, except authorized law-enforcement officers, post-office, customs and express employees, licensed armed guards, employees of a carrier, and members of the armed services of the United States or of any State thereof on official duty, shall bring into or carry in the Terminal any firearms or other weapons, without permission.

19. No persons shall bring into or carry in the Terminal any explosives, acids, inflammables, compressed gases or articles or materials having or capable of producing strong offensive odors, or articles or materials likely to endanger persons or property, except with permission. No person shall bring or cause to be brought into or kept in the Terminal any signal flare or any container filled with or which has been emptied or partially emptied of oil, gas, petroleum products, paint or varnish, except with permission. When permission is given to bring into or keep at the Terminal any such articles or materials it shall be conditioned upon the use of appropriate receptacles in rooms or areas approved therefor by the Manager. Bringing in or keeping at the Terminal without special permission gasoline or other motor fuel contained in tanks permanently attached to vehicles and not contained under pressure shall not be an infraction of this regulation. Bringing into and keeping in the Terminal without special permission kerosene signal flares in good condition, of the type required or permitted by Interstate Commerce Commission regulations and properly stowed in buses, shall not be an infraction of this regulation.

20. No person shall use inflammable liquids for cleaning at the Terminal without permission.

21. No person shall smoke or carry lighted cigars, cigarettes, pipes, matches or any naked flame in areas of the Terminal where smoking is prohibited by the Port Authority.

22. No person shall do or permit to be done anything which may interfere with the effectiveness or accessibility of the fire-protection system, sprinkler system, drainage system, alarm system, telephone system, public announcement and intercommunication system, plumbing system, air-conditioning system, ventilation system, fire hydrants, hoses, fire-extinguishers, Port Authority towing equipment or other mechanical system, facility or equipment installed or located at the Terminal; nor shall any person operate, adjust or otherwise handle or manipulate, without permission, any of the aforesaid systems or portions thereof, or any machinery, equipment or other devices installed or located at the Terminal. Tags showing date of last inspection attached to units of fire-extinguishing and fire-fighting equipment shall not be removed therefrom.

23. All persons at the Terminal shall exercise the utmost care to avoid or prevent injury to persons or damage to property. Neither any inclusion in nor any omission from these Rules and Regulations shall be construed to relieve any person from exercising the utmost care to avoid or prevent injury to persons or damage to property.

24. No person shall enter any Port Authority storage room, cashier's room, or baggage room at the Terminal except with permission and then only when accompanied by an employee of the Port Authority.

BAGGAGE AND EXPRESS

25. No piece of baggage or express will be accepted for handling at the Terminal, if in a leaking or loose condition. No piece of express will be accepted for handling if it is not properly packaged and marked.

26. No piece of express, baggage or manifest baggage will be accepted for handling at the Terminal if it has or is capable of producing an offensive odor or is likely to damage other express or baggage or to endanger persons or property or to make any portion of the Terminal untenantable; and the same shall be subject to immediate removal by the Port Authority from the Terminal or to another location or locations within the Terminal, such removal to be at the risk and expense of the carrier involved.

27. Express, baggage, and manifest baggage, subject to I.C.C. regulations, will not be handled at the Terminal, unless it complies with the said regulations in every respect including without limiting the generality of such regulations proper conditions for transportation, containers of adequate strength, packing, marking, labeling, description, certification, and quantity and loading limitations.

VEHICLES

28. The Manager of the Terminal shall have authority to deny access to the Terminal for any bus or other vehicle not maintained, operated and registered in accordance with these regulations, or which is otherwise in violation of the Port Authority Rules and Regulations or the laws ordinances or regulations of the United States Government, the State of New York, or the City of New York; and shall have authority to require removal of any such vehicle from the Terminal, on five (5) minutes' notice. In the event the vehicle is not so removed, the Port Authority may remove it under the provisions of Rule 45.

29. No vehicle which is loaded in such a manner, or with such materials, or which is so constructed, operated, equipped or maintained as to endanger or to be likely to endanger persons or property, or to obstruct traffic, shall be permitted in or upon the Terminal.

30. No vehicle will be permitted in or upon the Terminal which has a weight or dimensions larger than the maxima described herein for buses or which utilizes any fuel not permitted as a source of motive power for buses under the provisions of Rule 46(a).

31. Except for vehicles owned by the Government of the United States, and horse-drawn vehicles, no highway vehicle shall be permitted in the Terminal unless a currently effective registration plate duly issued by appropriate governmental authority is attached thereto.

32. No person shall drive any highway vehicle (except a horse-drawn vehicle) in the Terminal without a motor vehicle operator's or chauffeur's license issued by appropriate governmental authority permitting the driving by such person of the particular type of vehicle driven and valid within the State of New York.

33. Except when standing a bus in space the use of which has been licensed specifically to the operator of such bus by written agreement with the Port Authority, drivers shall stand vehicles in the Terminal only at space designated for such vehicles by the Manager or by the Port Authority Dispatcher or other Port Authority representative. Where space is used in common by the buses of more than one carrier, the drivers will cause their buses to stand in the most forward portion of such space available upon arrival, will, except when passengers are actually boarding or leaving the bus continually move their buses forward, toward, and to the most forward vacant portion of the space, and will, except when passengers are actually boarding or leaving the bus, move or remove the bus to avoid blocking egress of a bus ready for departure.

34. The driver of any vehicle involved in an accident resulting in injury or death to any person or damage to any property shall immediately stop such vehicle at the scene of the accident, render such assistance as may be needed, and give his name, address and driver's license, and the registration number of the vehicle, to the person injured or to a Port Authority officer or representative. The driver, operator or owner of such vehicle shall make a report of such accident in accordance with the law of the State of New York.

35. No unauthorized person shall tamper with any vehicle, start the motor thereof, move the vehicle, or otherwise interfere with the operation thereof at the Terminal.

36. Except to the extent specifically permitted in any written agreement between the Port Authority and the Carrier, no person shall fuel, defuel, lubricate, clean or repair a vehicle or any part thereof, at the Terminal, without permission.

37. Every driver of a vehicle entering the Terminal shall extinguish the headlights thereof, and shall not relight them until leaving the Terminal. Every driver who causes a vehicle to park or stand in the Terminal shall turn off its motor.

38. Prolonged sounding of the horns of vehicles in the Terminal is forbidden.

39. No person shall leave a vehicle unattended in the Terminal without having first made sure that its motor is turned off and its parking brakes set.

40. Except in space the use of which has been exclusively licensed to the carrier operating the said vehicle, no vehicle shall remain in the Terminal for longer than the time necessary for permitted operations in connection therewith, and, unless a shorter time limitation is elsewhere imposed, no vehicle shall remain in the Terminal for longer than twenty (20) minutes. The Manager shall have authority to require, by five (5) minutes' notice, which may be given orally to the driver, the removal from the Terminal of any vehicle which shall have been standing or parked at the Terminal for so long as twenty (20) minutes; in the event the vehicle is not so removed, the Port Authority may remove it under the provisions of Rule 45.

41. No person shall operate a vehicle in the Terminal in a careless and negligent manner or in disregard of the right or safety of others, or without due caution, or at a speed in excess of speed limits posted in the area where the vehicle is being operated, or in any event at a speed in excess of fifteen (15) miles per hour, or at any speed or in any manner which endangers or is likely to endanger persons or property, or while under the influence of intoxicating liquor or any narcotic or habit-forming drug.

42. Drivers of vehicles in the Terminal must at all times comply with any traffic order, signal or direction, given by voice or by hand, of an authorized representative of the Port Authority When traffic is controlled by traffic lights or signs or by mechanical or electrical signals, such lights, signs and signals shall be obeyed unless an authorized representative of the Port Authority directs otherwise.

43. Unless other applicable provision for reports is made in an agreement with a carrier, each driver of a bus of any carrier shall report to the Port Authority Dispatcher immediately upon arrival at the Terminal, shall pay all fees required, shall give information of the expected time of departure, and shall, immediately before departure, check out at the office of the Manager.

44. Unless other provision for the removal of disabled vehicles has been made by agreement, the Port Authority shall have the right to require, by five (5) minutes' notice which may be given orally to the driver, the removal from the Terminal (or to a different location in the Terminal), of any disabled vehicle (except that any such vehicle may remain in space the use of which is exclusively licensed to the carrier operating such vehicle). In the event such vehicle is not so removed, the Port Authority may remove it under the provisions of Rule 45.

45. In the event the Port Authority is empowered to remove any bus or other vehicle from the Terminal by any provisions of these Rules and Regulations, such removal shall be at the risk of the owner or operator of such vehicle, and the cost thereof shall be for the account of such owner or operator and payable to the Port Authority on demand.

46. As used herein:

(a) "Bus" shall mean a self-propelled highway vehicle designed and constructed for the carriage of passengers for hire, employing as a source of motive power (either directly or by electrical transmission) a reciprocating internal-combustion or a turbine engine (not including a jet-propulsion engine) utilizing as fuel, gasoline, diesel oil, or any other substance utilized by highway vehicles as fuel and permitted by the laws of New York and by those of New Jersey then in effect and also under the then existing rules and regulations governing the use of the Lincoln Tunnel (and then only in strict compliance with the requirements of such laws, rules and regulations), and having overall dimensions not in excess of the following: length, forty (40) feet; width, one hundred two (102) inches; height, twelve (12) feet eight (8) inches (for buses operating at the Terminal only on the lower bus level); twelve (12) feet two (2) inches (for buses operating at the Terminal only on the lower and intermediate bus levels); eleven (11) feet six (6) inches (for buses operating at the Terminal on the lower, the intermediate, or the upper bus levels); and having a maximum gross loaded weight not in excess of thirty-five thousand (35,000) pounds avoirdupois, distributed to provide not more than twenty thousand (20,000) pounds per axle; provided, however, that larger or heavier passenger-carrying vehicles may be operated by mutual consent of the Port Authority and the Carrier, and each such shall be deemed, for the period of such consent, a "bus".

(b) "Carrier" shall mean an operator of one or more vehicles for the transportation of passengers for hire.

(c) "Cost" shall mean and include: (1) payroll costs of the Port Authority, including contributions to the Retirement System, or the cost of participation in other pension plans or systems, insurance costs and sick-leave, holiday, vacation and authorized-absence pay; (2) cost of materials and supplies used; (3) payments to contractors; (4) any other direct costs; and (5) thirty per cent (30%) of the sum of the foregoing.

(d) "Driver" shall mean the person who is in actual physical control of a vehicle.

(e) "Express" shall mean and include property other than baggage, mail, manifest baggage, and newspapers, transported or to be transported by the Carrier in accordance with its published tariffs, and shall be defined as defined in the published tariffs of the Carrier, except that it shall not include acids, animals, articles packed in wet ice or water, dangerous articles, fissionable materials, radioactive materials, explosives, gases, inflammable materials, intoxicating beverages, materials having or capable of producing strong offensive odors, money, securities, or wet batteries; provided, however, that by notice given within sixty (60) days after the effective date of any reissue, revision or supplement of a tariff of any carrier, the Port Authority may exclude therefrom any article, material or thing listed therein for the first time; and provided, further, that "express" shall not include any parcel or piece the overall dimensions of which are greater than twenty-four (24) inches by twenty-four (24) inches by seventy-two (72) inches, or which weighs more than one hundred (100) pounds avoirdupois, (except it shall include trunks handled in accordance with the Carrier's special tariff provisions).

(f) "Highway vehicle" shall mean and include an automobile, a bus, a truck, a tractor equipped with rubber tires, a trailer, or a semi-trailer.

(g) "I.C.C. regulations" shall mean regulations of the Interstate Commerce Commission in effect on the effective date hereof issued under the authority of the Interstate Commerce Commission.

(h) "Manager of the Terminal" or "Manager" shall mean the person or persons from time to time designated by the Port Authority to exercise the powers and functions vested in the said Manager by these Rules and Regulations, and shall mean the Manager or Acting Manager of the Terminal for the time being or his duly designated representative or representatives.

(i) "Manifest baggage" shall mean and include baggage checked through on the line of the Carrier (or of a connecting carrier) on a ticket or tickets for passenger transportation, in accordance with and as defined by National Baggage Tariff No. A-500-B of the Interstate Commerce Commission, issued July 6, 1959, and effective August 15, 1959, as the same may have been heretofore or may be hereafter supplemented or amended, provided, however, that by notice given to the Carrier within sixty (60) days after the effective date of any reissue, supplement or revision of the said tariff, the Port Authority may exclude any thing, article, or material therein listed for the first time; and provided, further, that no piece of baggage larger than twenty-four (24) inches by twenty-four (24) inches by forty-five (45) inches (except skis and ski-poles which may be longer), or weighing more than one hundred fifty (150) pounds shall be included.

(j) "Parking" shall mean the halting of a vehicle on a roadway or other area while not actually engaged in receiving or discharging passengers, except when halted in obedience to traffic regulations, signs or signals, and without regard to the presence or absence of the driver.

(k) "Permission" shall mean permission granted by the Manager except where otherwise specifically provided.

(l) "Person" shall mean any individual, firm, partnership, corporation or incorporated or unincorporated association, and shall include any assignee, receiver, trustee, executor, administrator or similar representative appointed by a court, and shall mean the United States of America or any department of the government thereof, any State or political subdivision thereof, any foreign government or political subdivision thereof, or the United Nations.

(m) "Port Authority" shall mean The Port of New York Authority.

(n) "Port Authority Dispatcher" shall mean any Port Authority employee assigned to the Terminal to direct the arrivals or departures of buses.

(o) "Port Authority Rules and Regulations" shall mean these rules and regulations and all amendments and supplements thereto.

(p) "Published Tariff"; see "Tariff".

(q) "Stand" shall mean to halt a bus for the purpose of loading or unloading or for waiting in position for loading or unloading.

(r) "Tariff" or "Published Tariff" shall mean the schedule of rates, terms and conditions of transportation under which a carrier conducts its operations and which has been approved by the Interstate Commerce Commission or by other governmental regulatory body having jurisdiction over the operations of the carrier.

(s) "Terminal" shall mean the building on the block bounded by West 41st Street, Eighth Avenue, West 40th Street, and Ninth Avenue, in the Borough of Manhattan, in the City, County and State of New York, together with overhead viaducts from the said building to the west side of the said Ninth Avenue.

(t) "Vehicle" shall mean and include automobiles, trucks, buses, tractors, trailers, semi-trailers, horse-drawn carts or wagons and any other devices in or upon or by means of which any person or property is or may be transported, carried or drawn upon land only, except railroad rolling equipment or other devices designed to operate on stationary rails or tracks.

BT-L 101950; Exhibit C.
BT-S 101950; Exhibit C.

EXHIBIT C

Schedule of Procedure for Handling Charter Coach Information

Persons requesting from the Port Authority Information Service, either in person or by telephone, information regarding charter coach service, will be treated as follows:

The Port Authority employee who receives the request shall first ascertain whether a specific carrier is desired for the charter coach movement. If a specific carrier is named, the inquirer shall be referred directly to the representative of that carrier. If no carrier is named, a previously prepared alphabetical list of carriers licensed to use space at the Terminal and desiring to do charter coach business, shall be handed or mailed to the inquirer. Such list shall be kept current, and information relating to each carrier listed thereon, such as its address and telephone number, will be changed where necessary as soon as possible after written advice of the change from the carrier to the Port Authority. If the time between the inquiry and the prospective charter movement is too short to permit ordinary mail service to deliver the list, the inquirer will be referred to the classified telephone directory for Manhattan.

PA 9-1
10.57

BT-G 111661

EXHIBIT E

THE PORT OF NEW YORK AUTHORITY

Port Authority Bus Terminal

MONTHLY SUMMARY OF DAILY DEPARTURES

..... Month - Year

NUMBER OF DEPARTURES															Leave Blank
DATE	Schedules & Extra Sect.	Charter	DATE	Schedules & Extra Sect.	Charter	DATE	Schedules & Extra Sect.	Charter	DATE	Schedules & Extra Sect.	Charter	DATE	Schedules & Extra Sect.	Charter	
1			8			15			22			29			
2			9			16			23			30			
3			10			17			24			31			
4			11			18			25			Total			
5			12			19			26						
6			13			20			27						
7			14			21			28						

Amount

Schedules and
Extra Sections $.....
Charters .....
Total $.....

Check No. .....
accompanies this report.

Bus Company .....

Per (Signature) .....

Title ..... Date .....

BT-G 102861

EXHIBIT F

THE PORT OF NEW YORK AUTHORITY
Port Authority Bus Terminal

MONTHLY REPORT OF TICKET SALES

Month _____ Year _____

	Agents	Bus Drivers	Company's General Office	Total
1. Ticket Sale Receipts			XXXXXX	
2. Less Refunds		XXXXX		

Receipts subject to percentage fee

1. Ticket sale receipts for tickets for transportation to or from Central Manhattan over the lines of the Carrier and its connecting carriers sold by Carrier or Carrier's agents:

Include:
a. Cash paid or payable for tickets sold in the Borough of Manhattan;
b. Cash fares received;
c. Cash value of tickets issued in the Borough of Manhattan, including:
(1) Tickets issued against Government transportation requests or other credit orders;
(2) Tickets issued against prepaid or partially prepaid ticket orders, including telegraphic ticket orders;
(3) Tickets reissued against unused portions of other tickets (where the value of the reissued ticket is equal to or in excess of the value of the unused portion of the ticket being exchanged);
d. Transportation receipts as referred to in 14(a)(4)(iii).

Exclude:
a. The cash value of the unused portions of the tickets honored by the ticket agent in lieu of cash in the reissue of tickets;
b. Receipts for charter ticket sales;
c. Receipts for sales of commutation tickets as defined in Section 14;
d. Receipts for telegraphic ticket order sales;
e. Transportation tax.

2. Refunds include monies, less tax, actually refunded by the Carrier, for tickets the original sale of which was subject to the percentage fee payable to the Port Authority redeemed within one (1) year after sale.

3. Report adjustments for foreign sales as defined in Section 29.

Percentage Fee Amount $_____ Bus Company _____

Per (Signature) _____

Check No. _____ Title _____ Date _____
accompanies this report.

LEASE No. BT-G-4

THE PORT OF NEW YORK AUTHORITY
BUS TERMINAL

AGREEMENT OF LEASE

BETWEEN

THE PORT OF NEW YORK AUTHORITY

AND

THE GREYHOUND CORPORATION

DATED AS OF MARCH 17, 1962

INCLUDING SUPPLEMENTS 1 THRU 9

SUPPLEMENT NO. 9
BT-G-4

Lease No. BT-G-4
Supplement No. 9

SUPPLEMENTAL AGREEMENT

THIS AGREEMENT, made as of November 10, 1978, by and between THE PORT AUTHORITY OF NEW YORK AND NEW JERSEY (hereinafter called "the Port Authority") and GREYHOUND LINES, INC. (hereinafter called "the Lessee"),

WITNESSETH, That:

WHEREAS, heretofore and as of March 17, 1962, the Port Authority entered into an agreement of lease with The Greyhound Corporation, the Lessee's assignor, then a Delaware corporation, and now, by merger as of November 17, 1977, an Arizona corporation, which said agreement of lease, as the same has been heretofore amended, modified, supplemented and assigned, is hereinafter called "the Lease", and covers premises at the Port Authority Bus Terminal, in the Borough of Manhattan, in the City, County and State of New York; and

WHEREAS, the Port Authority is constructing an extension to the Port Authority Bus Terminal; and

WHEREAS, the Port Authority and the Lessee desire further to amend the Lease;

NOW, THEREFORE, for and in consideration of the foregoing, and of the covenants and agreements herein contained, the Port Authority and the Lessee hereby agree as follows:

1. The term of the letting under the Lease is hereby extended so that it will expire, unless sooner terminated in accordance with the Lease as amended by this Supplemental Agreement, or otherwise, at 11:59 o'clock P.M. on April 30, 1994.

2. (a) Effective at 12:01 o'clock A.M. on a date (hereinafter called "the Space Shift Date") which shall be the same as the Space Shift Date under a certain agreement made between the Port Authority and the Lessee under date of November 10, 1978 and bearing the identification "Supplement No. 24 to Agreement No. BT-G-1", the Port Authority hereby lets to the Lessee and the Lessee hereby hires and takes from the Port Authority, the covered

Rec'd 5-2-79

and enclosed area at the Port Authority Bus Terminal as the same shall be extended, shown in diagonal hatching on sketches hereto attached, hereby made a part hereof and marked "Exhibit A-3" and "Exhibit A-4". On and after the Space Shift Date, the premises under the Lease shall be the areas so shown on Exhibit A-3 and Exhibit A-4 and shall not be the areas shown on Exhibit A-1 and Exhibit A-2 to the Lease.

(b) Effective as of the Space Shift Date, the Lessee shall have all the rights, obligations and liabilities, relating to the premises as shown on Exhibit A-1 and Exhibit A-2 only, that the Lease provides upon expiration or earlier termination of the letting under the Lease, including without limitation thereto the obligations set forth in the provisions of Section 26 of the Lease.

3. (a) The Port Authority shall do or cause to be done certain construction work (hereinafter called "the Port Authority Construction") being all that work described and set forth in a schedule hereto attached, hereby made a part hereof, and marked "Exhibit A-5", which consists of Sheet I and Sheet II, so labeled.

(b) It has been estimated that the Port Authority Construction will be completed on or before November 1, 1979; the said date is hereinafter called "the estimated completion date" and shall also be the Space Shift Date, if the Chief Engineer of the Port Authority (hereinafter called "the Engineer") shall certify to the Lessee on or before October 19, 1979 that the Port Authority Construction is complete. The Engineer shall not provide such a certificate unless it can be accompanied by a certificate of completion of the Port Authority Construction under the agreement of April 10, 1978. If in the opinion of the Engineer the Port Authority Construction will be completed prior to the estimated completion date, the Port Authority may notify the Lessee of such determination by such notice or notices as the Port Authority may give to the Lessee from time to time and the estimated completion date shall be advanced to the date specified in the last of such notices. If the performance of any part or all of the Port Authority Construction is delayed, interrupted or rendered impossible for any reason whatsoever, including but not limited to causes or conditions beyond the control of the Port Authority, so that in the opinion of the Engineer the Port Authority Construction will not be completed by the estimated completion date, the Port Authority shall have the right to postpone the estimated completion date in accordance with such notice or notices as the Port Authority may give to the Lessee

from time to time either before or after the estimated completion date, and in such event the estimated completion date shall be postponed as provided in the last of such notices. If after the giving of any notice advancing or postponing the estimated completion date the Engineer revises the estimated completion date, the Port Authority shall have the right, by such notice or notices as it may give to the Lessee from time to time, further to advance or to postpone the estimated completion date. In the event the Port Authority shall give one or more of any of the abovementioned notices then the Space Shift Date shall be the tenth day after the Engineer shall provide to the Lessee a certificate that the Port Authority Construction is completed. The Lessee shall have no right or claim for damages against the Port Authority or any of its contractors or subcontractors on account of delay in construction or postponement of the Space Shift Date and no such delay or any postponement shall in any way affect the validity of the Lease or of this Supplemental Agreement. However, in the event that the Port Authority Construction has not been substantially completed so that the Engineer has not been able on or before January 5, 1981 to certify such completion to the Lessee, then either the Port Authority or the Lessee may terminate this Supplemental Agreement by notice to the other party, to be given within sixty (60) days after that date. Termination hereunder shall have the same force and effect as if this Supplemental Agreement had not been made, and the Lease shall in such event continue without modification or amendment arising out of this Supplemental Agreement.

(c) In order to expedite the Port Authority Construction and the use of the Extension by the Lessee, the Port Authority and the Lessee have agreed to enter into this binding agreement before the construction plans and specifications have been fully developed and at a time when the availability of materials and labor cannot be determined. The Port Authority, acting through the Engineer, shall have the right to effect changes in the design and construction and to substitute materials and methods other than as set forth in Exhibit A-5, and otherwise to take all steps which in the opinion of the Engineer are necessary or desirable in order to complete an improvement having substantially the same character and utility as the improvement therein described.

(d) References in any part of this Supplemental Agreement to any building code or other requirements of any municipality are made solely for the purpose of conveniently establishing engineering standards for construction, and no such reference shall be or be deemed to be an admission by the Port Authority that any such code or other requirement applies to the Port Authority or to the Port Authority Construction.

4. (a) The Lessee shall pay a basic rental for the premises under the Lease for the portion of the term of the letting commencing with the Space Shift Date at an annual rate which shall be computed by applying to the actual area of the premises measured on the Space Shift Date, an annual rate of Thirteen Dollars and No Cents ($13.00) per square foot.

(b) The basic rental payable for the period commencing with the Space Shift Date shall be increased for the period commencing May 1, 1983 and ending April 30, 1988, by the percentage change in the U.S. Consumer Price Index for All Urban Consumers (All Items, unadjusted) from January 1979 to April 1983.

(c) The basic rental payable for the period commencing May 1, 1988 shall be the basic rental payable for the period commencing on the Space Shift Date increased by the percentage change in the same index from January 1979 to April 1988.

(d) In no event shall the basic rental rate which becomes effective on the Space Shift Date be increased more than 13.6 percent effective May 1, 1983 or more than 31.9 percent effective May 1, 1988.

5. All the terms, provisions, covenants and conditions of the Lease shall continue in full force and effect as amended by this Supplemental Agreement.

6. The Lessee represents and warrants that no broker has been concerned in the negotiation of this Supplemental Agreement and that there is no broker who is or may be entitled to be paid a commission in connection therewith. The Lessee shall indemnify and save harmless the Port Authority of and from all claims for commission or brokerage made by any and all persons, firms or corporations whatsoever for services in connection with the negotiation and execution of this Supplemental Agreement.

7. Neither the Commissioners of the Port Authority nor any of them, nor any officer, agent or employee thereof, shall be charged personally by the Lessee under any term or provision of this Supplemental Agreement, or because of its execution or attempted execution, or because of any breach, or attempted or alleged breach thereof.

8. This Supplemental Agreement, together with the Lease (to which it is supplementary) constitutes the entire agreement between the Port Authority and the Lessee on the subject matter, and may not be changed, modified, discharged or extended except by instrument in writing duly executed on behalf of both the Port Authority and the Lessee. The Lessee agrees that no representations or warranties shall be binding upon the Port Authority unless expressed in writing in the Lease or in this Supplemental Agreement.

IN WITNESS WHEREOF, the Port Authority and the Lessee have executed these presents as of the date first above written.

ATTEST:

SECRETARY

THE PORT AUTHORITY OF NEW YORK AND NEW JERSEY

By

(Title) DIRECTOR, TERMINALS DEPARTMENT

(Seal)

ATTEST:

Assistant Secretary

GREYHOUND LINES, INC.

By

F. L. Nagezte

(Title) President & C.E.O.

(Corporate Seal)

Consented to this 20th day of February, 1979;

THE GREYHOUND CORPORATION, Assignor,

By

Gerald H. Trautman

(Title) C.E.O. & President

(Corporate Seal)

APPROVED FOR TRANSMITTAL

FORM	TERMS

EXHIBIT A-5
SHEET 1 - PAGE 1

PORT AUTHORITY CONSTRUCTION

LOWER BUS LEVEL

1) Drivers' Room:

a. Vinyl asbestos tile floor

b. Suspended acoustical metal pan ceiling

c. Wall enclosures - exterior finish to match concourse enclosure walls - interior finish to be epoxy painted block

d. One hollow-metal door with locking mechanism

e. Fluorescent lighting, seventy (70) foot-candles

f. Heating, ventilating and air conditioning designed for occupancy by eight (8) to ten (10) persons

g. Sprinklers

h. Electrical outlets and empty conduit for telephone service

2) Control Booth:

a. Vinyl asbestos tile floor and base

b. Suspended acoustical metal pan ceiling

c. Perimeter walls to be combination of glass and metal panel or masonry composition

INITIAL HERE

d. Hollow metal doors with locking mechanisms, as required.

e. Fluorescent lighting, recessed with acrylic lens-type diffuser, forty-five (45) foot candles

f. Toilet facilities including one water-closet, one lavatory, lighting and ventilation

g. Heating, ventilating and air-conditioning designed for four-person occupancy, in presence of two teletype machines, TV Monitor, short-wave radio and intercom

h. Electrical outlets and empty conduit for telephone service

i. Rough plumbing and electrical outlet for one (1) drinking fountain

j. Utility closet

k. Sprinklers

INITIAL

SUBWAY MEZZANINE

1. Administrative - Accounting Office:

   a. Vinyl asbestos tile floor and base

   b. Acoustical hung ceiling

   c. Painted plaster on interior of perimeter walls and columns, but no interior partitioning

   d. Storefront treatment if facing public concourse

   e. Hollow metal door in perimeter wall

   f. Fluorescent lighting, recessed with acrylic lens-type diffusers, seventy (70) foot candles

   g. Heating, ventilating and air-conditioning equipment

   h. Electrical outlets and empty conduit for telephone service

   i. Sprinklers

   j. Rough plumbing and electrical outlet for two (2) drinking fountains

   k. Smoke detectors as required

INITIAL HERE

BT 62472 Ack.

STATE OF NEW YORK }
COUNTY OF NEW YORK } ss.

On the 28th day of March, 1979, before me personally came Joseph L. Vanacore to me known, who, being by me duly sworn, did depose and say that he resides at New Jersey 07006,

that he is the Director of Terminals of The Port Authority of New York and New Jersey, one of the corporations described in and which executed the foregoing instrument; that he knows the seal of the said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed by order of the Board of Commissioners of the said corporation; and that he signed his name thereto by like order.

Frank Wyspianski Jr.
(notarial seal and stamp)

FRANK WYSPIANSKI, JR.
Notary Public, State of New York
No. 30-9759825
Qualified in Nassau County
Commission Expires March 30, 1980

STATE OF ARIZONA }
COUNTY OF MARICOPA } ss.

On the 20th day of February, 1979, before me personally came F. L. Nageotte to me known, who, being by me duly sworn, did depose and say that he resides at

that he is the President & C.E.O. Greyhound Lines, Inc.,

one of the corporations described in and which executed the foregoing instrument; that he knows the seal of the said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of the said corporation; and that he signed his name thereto by like order.

Deborah S. Doty
(notarial seal and stamp)

My Commission Expires Dec. 7, 1982

SUPPLEMENT NO. 8
BT-G-4

Lease No. BT-G-4
Supplement No. 8

SUPPLEMENTAL AGREEMENT

THIS AGREEMENT, made as of March 28, 1975, by and between THE PORT AUTHORITY OF NEW YORK AND NEW JERSEY, heretofore The Port of New York Authority, and hereinafter called "the Port Authority", and GREYHOUND LINES, INC., hereinafter called "the Lessee",

WITNESSETH, That:

WHEREAS, heretofore and as of March 17, 1962, the Port Authority entered into an agreement of lease with the Lessee's assignor, which said agreement of lease, as the same has been heretofore amended, modified, supplemented and assigned, is hereinafter called "the Lease", covering space at the Port Authority Bus Terminal, in the Borough of Manhattan, in the City, County and State of New York; and

WHEREAS, the Port Authority and the Lessee desire further to amend the Lease;

NOW, THEREFORE, for and in consideration of the foregoing, and of the covenants and agreements herein contained, the Port Authority and the Lessee hereby agree as follows:

1. For the period commencing January 1, 1973 and expiring April 30, 1983, the Lessee shall pay under the Lease all the rentals, fees and charges set forth in the Lease, except that in lieu of the basic rental and the charge for hot water in the amounts which would be due pursuant to adjustments made under Exhibit J, the Lessee shall pay the basic rental and the said charge as follows:

(a) the basic rental shall be at the annual rate of Forty-three Thousand Seven Hundred Seventy-eight Dollars and No Cents ($43,778.00); and

(b) the charge for hot water as set forth in paragraph (e) of Section 42 of the Lease, shall be Thirty-eight Dollars and Fifty-two Cents ($38.52) per thousand (1,000) cubic feet.

2. The Lessee shall pay interest on sums due and owing under the Lease as amended by this Supplemental Agreement, computed as follows: the Lessee shall pay a sum equal to three-fourths of one percent (0.0075) of the amount by which each sum payable in accordance with the provisions of Section 1 of this Supplemental Agreement during the period commencing January 1, 1973 exceeds the sum actually paid by the Lessee, for each full calendar month that the same is due and owing.

3. All sums required to be paid under the Lease as amended by this Supplemental Agreement, including interest computed in accordance with Section 2 hereof, and remaining unpaid, shall be due and payable by the Lessee thirty (30) days after execution and delivery of this Agreement on behalf of both the Port Authority and the Lessee.

4. In the event the Port Authority undertakes to expand the Bus Terminal facilities, the Lessee will negotiate in good faith with the Port Authority increases in rentals, fees and charges, to take into account investment and other costs of the Port Authority in connection with such expansion.

5. Upon execution of this Agreement, the Lessee will cause the filing in the United States District Court for the District of New Jersey, Newark, New Jersey, a Notice of Dismissal or Stipulation, effecting the discontinuance of participation by the Lessee as a plaintiff in a certain suit entitled: Greyhound Lines, Inc. et als. vs. The Port of New York Authority, the complaint in which was filed July 16, 1973. The Lessee understands that this Agreement represents a final settlement of the suit and, subject to Section 4, a final arrangement for its use and operations at the Terminal for the term thereof.

6. As hereby amended, all the terms, provisions, covenants and conditions of the Lease shall continue in full force and effect.

7. The Lessee represents and warrants that no broker has been concerned in the negotiation of this Supplemental Agreement and that there is no broker who is or may be entitled to be paid a commission in connection therewith. The Lessee shall indemnify and save harmless the Port Authority of and from all claims for commission or brokerage made by any and all persons, firms, or corporations whatsoever for services in connection with the negotiation and execution of this Supplemental Agreement.

8. Neither the Commissioners of the Port Authority nor any of them, nor any officer, agent or employee thereof, shall be charged personally by the Lessee with any liability, or held liable to the Lessee under any term or provision of this Supplemental Agreement, or because of its execution or attempted execution, or because of any breach, or attempted or alleged breach thereof.

9. This Supplemental Agreement, together with the Lease (to which it is supplementary) constitutes the entire agreement between the Port Authority and the Lessee on the subject matter, and may not be changed, modified, discharged or extended except by instrument in writing duly executed on behalf of both the Port Authority and the Lessee. The Lessee agrees that no representations or warranties shall be binding upon the Port Authority unless expressed in writing in the Lease or in this Supplemental Agreement.

IN WITNESS WHEREOF, the Port Authority and the Lessee have executed these presents as of the date first above written.

ATTEST:

ASSISTANT SECRETARY

THE PORT AUTHORITY OF NEW YORK AND NEW JERSEY

By

(Title) DIRECTOR, TERMINALS DEPARTMENT

(Seal)

ATTEST:

ASSISTANT SECRETARY

GREYHOUND LINES, INC.

By

(Title) Executive Vice President

(Corporate Seal)

Approved and agreed to this 30th day of May, 1975.

THE GREYHOUND CORPORATION

By

(Title) Executive Vice President

(Corporate Seal)

APPROVED FOR TRANSMITTAL	
FORM	TERMS
JAS	

AD

STATE OF NEW YORK)
) ss.
COUNTY OF NEW YORK)

On the 9TH day of JUNE, 1975, before me personally came JACK ROSEN to me known, who, being by me duly sworn, did depose and say that he resides at .

that he is the DIRECTOR, TERMINALS DEPARTMENT of The Port Authority of New York and New Jersey, one of the corporations described in and which executed the foregoing instrument; that he knows the seal of the said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed by order of the Board of Commissioners of the said corporation; and that he signed his name thereto by like order.

Frank Wyspianski Jr.
(notarial seal and stamp)

FRANK WYSPIANSKI, JR.
Notary Public, State of New York
No. 30-9759025
Qualified in Nassau County
Commission Expires March 30, 1976

STATE OF ARIZONA)
) ss.
COUNTY OF MARICOPA)

On the 30th day of May, 1975, before me personally came John E. Adkins to me known, who, being by me duly sworn, did depose and say that he resides at

that he is the Executive Vice President of Greyhound Lines, Inc., one of the corporations described in and which executed the foregoing instrument; that he knows the seal of the said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed by authority of the Board of Directors of the said corporation.

(notarial seal and stamp)

My Commission Expires April 8, 1978

Lease No. BT-G-4
Supplement No. 7

SUPPLEMENTAL AGREEMENT

THIS AGREEMENT, made as of December 20, 1968, by and between THE PORT OF NEW YORK AUTHORITY (hereinafter called "the Port Authority") and GREYHOUND LINES, INC., (hereinafter called "the Lessee")

WITNESSETH, That:

WHEREAS, heretofore and as of March 17, 1962, the Port Authority entered into an agreement of lease with the Lessee's assignor, which said agreement of lease, as the same has been heretofore amended, modified, supplemented and assigned, is hereinafter called "the Lease", covering space at the Port Authority Bus Terminal, in the Borough of Manhattan, in the City, County and State of New York; and

WHEREAS, the Port Authority and the Lessee desire further to amend the Lease;

NOW, THEREFORE, for and in consideration of the foregoing, and of the covenants and agreements herein contained, the Port Authority and the Lessee hereby agree as follows:

1. (a) The basic rental and other fees and charges payable under the Lease which are subject to adjustments by Exhibit J shall be increased by the percentages set forth below, instead of in accordance with Exhibit J:

Year	Percentage Increase
1968	37.8
1969	40.0
1970	43.3
1971	46.7
1972	48.4

(b) All rentals, fees and charges accruing during the calendar year 1973 and subsequent years, shall be computed and payable in accordance with the provisions of the Lease and as adjusted by application of Exhibit J. Nothing in this Agreement, however, shall prevent the use by the Lessee of Administrative Recourse as provided in the Lease or any other provision thereof in connection with modification of the rentals, fees and charges for periods subsequent to December 31, 1972, and in connection with any adjustment thereof by application of Exhibit J.

2. As hereby amended, all the terms, provisions, covenants and conditions of the Lease shall continue in full force and effect.

3. The Lessee represents and warrants that no broker has been concerned in the negotiation of this Supplemental Agreement and that there is no broker who is or may be entitled to be paid a commission in connection therewith. The Lessee shall indemnify and save harmless the Port Authority of and from all claims for commission or brokerage made by any and all persons, firms or corporations whatsoever for services in connection with the negotiation and execution of this Supplemental Agreement.

4. Payment of rental, fees and charges for the preceding periods of time, as set forth in this Agreement, within thirty (30) days after delivery of the fully executed document to the Lessee, shall be deemed full performance of its payment obligations under the Lease for the corresponding periods of time.

5. Neither the Commissioners of the Port Authority nor any of them, nor any officer, agent or employee thereof, shall be charged personally by the Lessee with any liability, or held liable to the Lessee under any term or provision of this Supplemental Agreement, or because of its execution or attempted execution, or because of any breach, or attempted or alleged breach thereof.

6. This Supplemental Agreement, together with the Lease (to which it is supplementary) constitutes the entire agreement between the Port Authority and the Lessee on the subject matter, and may not be changed, modified, discharged or extended except by instrument in writing duly executed on behalf of both the Port Authority and the Lessee. The Lessee agrees that no representations or warranties shall be binding upon the Port Authority unless expressed in writing in the Lease or in this Supplemental Agreement.

IN WITNESS WHEREOF, the Port Authority and the Lessee have executed these presents as of the date first above written.

ATTEST:

Mildred C. Porth
Assistant Secretary

THE PORT OF NEW YORK AUTHORITY

By Jule J. Corrigan

(Title) DIRECTOR, TERMINALS DEPARTMENT

(Seal)

ATTEST:

R. Campbell
Asst. Secretary

GREYHOUND LINES, INC.

By R. L. Kerrigan

(Title) President, Eastern

(Corporate Seal)

Greyhound Lines Division

APPROVED FOR
TECHNICAL
FORM | TERMS

BT-G 62462
Ack.

STATE OF NEW YORK }
COUNTY OF NEW YORK } ss.

On the 27th day of January, 1969, before me personally came **Jack Rosen,**
to me known, who, being by me duly sworn, did depose and say that he resides at

that he is the **Director, Terminals Department,**
of The Port of New York Authority, one of the corporations described in and which executed the foregoing instrument; that he knows the seal of the said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed by order of the Board of Commissioners of the said corporation; and that he signed his name thereto by like order.

Catherine A. Zaffarano
(notarial seal and stamp)

CATHERINE A. ZAFFARANO
Notary Public, State of New York
No. 41-4376392
Qualified in Queens County
Commission Expires March 30, 1969

STATE OF **OHIO** }
COUNTY OF **CUYAHOGA** } ss.

On the 20th day of **December**, 1968, before me personally came ~~**Cloyd Kimball**~~ James L. Merrigan
to me known, who, being by me duly sworn, did depose and say that he resides at

that he is the President of **the Eastern Greyhound Lines Division of Greyhound Lines, Inc.; that Greyhound Lines, Inc. is**

one of the corporations described in and which executed the foregoing instrument; that he knows the seal of the said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of the said corporation; and that he signed his name thereto by like order.

William H. Wright
(notarial seal and stamp)

WILLIAM H. WRIGHT
Notary Public, Cuyahoga County, Ohio
My Commission Expires Apr. 19, 1970

SUPPLEMENT NO.
BT-G-4

Lease No. BT-G-4
Supplement No. 5

SUPPLEMENTAL AGREEMENT

THIS AGREEMENT, made as of November 4, 1963, by and between THE PORT OF NEW YORK AUTHORITY (hereinafter called "the Port Authority") and THE GREYHOUND CORPORATION (hereinafter called "the Lessee"),

WITNESSETH, That:

WHEREAS, heretofore and as of March 17, 1962, the Port Authority and the Lessee entered into an agreement of lease, (hereinafter, as the same has been heretofore modified, amended and supplemented, called "the Lease"), covering premises at the Port Authority Bus Terminal in the Borough of Manhattan, in the City, County and State of New York; and

WHEREAS, the Port Authority and the Lessee desire further to amend the Lease;

NOW, THEREFORE, for and in consideration of the premises and of the covenants and agreements herein contained, the Port Authority and the Lessee hereby agree as follows:

1. The Lessee and the Port Authority hereby agree that the Lessee shall be deemed to have given to the Port Authority the notice contemplated under paragraph 5 of Supplemental Agreement No. 3 to the Lease, and thereby to have extended the letting. The letting of the portion of the premises shown on Exhibit A-2 therefore shall, unless sooner terminated in accordance with the Lease or otherwise, and notwithstanding the provisions of paragraph 1 of the said Supplement No. 3, expire at 11:59 o'clock P.M. on April 30, 1983.

2. For the period commencing with the effective date of this Agreement, the Lessee shall pay a basic rental for all the premises under the Lease at the annual rate of Twenty-two Thousand Seven Hundred Thirty Dollars and No Cents ($22,730.00) payable in advance in equal monthly installments, each in the amount of One Thousand Eight Hundred Ninety-four Dollars and Seventeen Cents ($1,894.17) on December 1, 1963 and on the first day of each and every calendar month thereafter throughout the term of the letting. The provisions of Section 40 of the Lease and of Exhibit J to the Lease shall apply to the said basic annual rental rate.

3. As hereby amended, all the terms, provisions, covenants and conditions of the Lease shall continue in full force and effect.

4. The Lessee represents and warrants that no broker has been concerned in the negotiation of this Supplemental Agreement and that there is no broker who is or may be entitled to be paid a commission in connection therewith. The Lessee shall indemnify and save harmless the Port Authority of and from all claims for commission or brokerage made by any and all persons, firms or corporations whatsoever for services in connection with the negotiation and execution of this Supplemental Agreement.

5. Neither the Commissioners of the Port Authority nor any of them, nor any officer, agent or employee thereof, shall be charged personally by the Lessee with any liability, or held liable to the Lessee under any term or provision of this Supplemental Agreement, or because of its execution or attempted execution, or because of any breach, or attempted or alleged breach thereof.

6. This Supplemental Agreement, together with the Lease, (to which it is supplementary) constitutes the entire agreement between the Port Authority and the Lessee on the subject matter, and may not be changed, modified, discharged or extended except by instrument in writing duly executed on behalf of both the Port Authority and the Lessee. The Lessee agrees that no representations or warranties shall be binding upon the Port Authority unless expressed in writing in the Lease or in this Supplemental Agreement.

IN WITNESS WHEREOF, the Port Authority and the Lessee have executed these presents as of the date first above written.

ATTEST:

THE PORT OF NEW YORK AUTHORITY

By

(Title) DIRECTOR, TERMINALS DEPARTMENT

(seal)

ATTEST:

THE GREYHOUND CORPORATION

By R. Z. Shaffer

(Title) President, the Eastern Greyhound Lines Division of The Greyhound Corporation

(corporate seal)

ST-G 62462
Ack.

STATE OF NEW YORK }
COUNTY OF NEW YORK } ss.

On the 17th day of December, 1963, before me personally came Jack Cuan to me known, who, being by me duly sworn, did depose and say that he resides at

that he is the DIRECTOR, TERMINALS DEPARTMENT of The Port of New York Authority, one of the corporations described in and which executed the foregoing instrument; that he knows the seal of the said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed by order of the Board of Commissioners of the said corporation; and that he signed his name thereto by like order.

Catherine A. Zaffarano
(notarial seal and stamp)
CATHERINE A. ZAFFARANO
NOTARY PUBLIC, State of New York
No. 41-4376392
Qualified in Queens County
Commission expires March 30, 1965

STATE OF OHIO }
COUNTY OF CUYAHOGA } ss.

On the 2ND day of DECEMBER, 1963, before me personally came R.F. Shaffer to me known, who, being by me duly sworn, did depose and say that he resides at

that he is the President of the Eastern Greyhound Lines Division of The Greyhound Corporation; that The Greyhound Corporation is one of the corporations described in and which executed the foregoing instrument; that he knows the seal of the said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of the said corporation; and that he signed his name thereto by like order.

Wayne A. Johnson
(notarial seal and stamp)
WAYNE A. JOHNSON, Notary Public
My Commission Expires June 23, 1968

Lease No. BT-G-4
Supplement No. 4

SUPPLEMENTAL AGREEMENT

THIS AGREEMENT, made as of July 31, 1963 by and between THE PORT OF NEW YORK AUTHORITY (hereinafter called "the Port Authority") and THE GREYHOUND CORPORATION (hereinafter called "the Lessee"),

WITNESSETH, That:

WHEREAS, heretofore and as of March 17, 1962, the Port Authority and the Lessee entered into an agreement of lease covering premises at the Port Authority Bus Terminal, in the Borough of Manhattan, in the City, County and State of New York, as more particularly described therein, which said lease, as the same has been heretofore amended, modified and supplemented, including without limitation thereto amendments made by letter agreement under date of April 10, 1962 and by letter agreement under date of November 19, 1962, is hereinafter called "the Lease"; and

WHEREAS, the Port Authority and the Lessee desire further to amend the Lease, more precisely to describe portions of the construction work done or to be done under the Lease;

NOW, THEREFORE, for and in consideration of the premises and of the covenants and agreements hereinafter contained, the Port Authority and the Lessee hereby agree as follows:

1. The Lessee acknowledges that the Port Authority has performed construction and installation work on the premises which under the Lease was deemed to be the obligation of the Lessee, and that foregoing work has been fully completed by the Port Authority as agent for the Lessee. No work has been done hereunder in the portion of the premises added by Supplement No. 3 to the Lease.

2. Payment by the Lessee for the foregoing work shall be, in accordance with the letter agreements hereinabove mentioned, in an amount equal to 120% of the cost thereof to the Port Authority; such cost is agreed to be Thirteen Thousand Six Hundred Twenty-four Dollars and No Cents ($13,624.00). The Lessee shall within ten (10) days after the execution and delivery of this Agreement or the receipt of a bill from the Port Authority, whichever is later, pay to the Port Authority in settlement of the Port Authority's claim on account of such work, the sum of Sixteen Thousand Three Hundred Forty-nine Dollars and No Cents ($16,349.00).

3. As hereby amended, all the terms, provisions, covenants and conditions of the Lease shall continue in full force and effect.

4. The Lessee represents and warrants that no broker has been concerned in the negotiation of this Supplemental Agreement and that there is no broker who is or may be entitled to be paid a commission in connection therewith. The Lessee shall indemnify and save harmless the Port Authority of and from all claims for commission or brokerage made by any and all persons, firms or corporations whatsoever for services in connection with the negotiation and execution of this Supplemental Agreement.

5. Neither the Commissioners of the Port Authority nor any of them, nor any officer, agent or employee thereof, shall be charged personally by the Lessee with any liability, or held liable to the Lessee under any term or provision of this Supplemental Agreement, or because of its execution or attempted execution, or because of any breach, or attempted or alleged breach thereof.

6. This Supplemental Agreement, together with the Lease, (to which it is supplementary) constitutes the entire agreement between the Port Authority and the Lessee on the subject matter, and may not be changed, modified, discharged or extended except by instrument in writing duly executed on behalf of both the Port Authority and the Lessee. The Lessee agrees that no representations or warranties shall be binding upon the Port Authority unless expressed in writing in the Lease or in this Supplemental Agreement.

IN WITNESS WHEREOF, the Port Authority and the Lessee have executed these presents as of the date first above written.

ATTEST:

Mildred E. Roth

ASSISTANT SECRETARY

THE PORT OF NEW YORK AUTHORITY

By Jack Cohen

(Title) DIRECTOR, TERMINALS DEPARTMENT

(seal)

ATTEST:

R. F. Rowe

Asst. Secretary

THE GREYHOUND CORPORATION

By R. F. Shaffer

(Title) President, Eastern Greyhound Lines Division

(corporate seal)

9/27/63

APPROVED FOR TRANSMITTAL FORM | TERMS

BT-G 62462
Ack.

STATE OF NEW YORK }
COUNTY OF NEW YORK } ss.

On the 22nd day of Oct. ~~August~~, 1963, before me personally came Jack Rosen to me known, who, being by me duly sworn, did depose and say that he resides at

that he is the DIRECTOR, TERMINALS DEPARTMENT of The Port of New York Authority, one of the corporations described in and which executed the foregoing instrument; that he knows the seal of the said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed by order of the Board of Commissioners of the said corporation; and that he signed his name thereto by like order.

Albert F. Moncure
(notarial seal and stamp)

ALBERT F. MONCURE
NOTARY PUBLIC, STATE OF NEW YORK
No. 60-2746300
Qualified in Westchester County
Commission Expires March 30, 1965

STATE OF OHIO }
COUNTY OF CUYAHOGA } ss.

On the 1st day of OCTOBER ~~August~~, 1963, before me personally came R.F. Shaffer to me known, who, being by me duly sworn, did depose and say that he resides at

that he is the President of Eastern Greyhound Lines Division of The Greyhound Corporation; that the Greyhound Corporation is one of the corporations described in and which executed the foregoing instrument; that he knows the seal of the said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of the said corporation; and that he signed his name thereto by like order.

G. J. Klocker
(notarial seal and stamp)

G. J. KLOCKER, Notary Public
My Commission Expires June 16, 1967

Lease No. BT-G-4
Supplement No. 3

SUPPLEMENTAL AGREEMENT

THIS AGREEMENT, made as of July 11, 1963 by and between THE PORT OF NEW YORK AUTHORITY (hereinafter called "the Port Authority") and THE GREYHOUND CORPORATION (hereinafter called "the Lessee"),

WITNESSETH, That:

WHEREAS, heretofore and as of March 17, 1962, the Port Authority and the Lessee entered into an agreement of lease (hereinafter, as the same has been heretofore amended, modified and supplemented, called "the Lease"), covering premises at the Port Authority Bus Terminal in the Borough of Manhattan, in the City, County and State of New York; and

WHEREAS, the Port Authority and the Lessee desire further to amend the Lease;

NOW, THEREFORE, for and in consideration of the premises and of the covenants and agreements herein contained, the Port Authority and the Lessee hereby agree as follows:

1. In addition to the premises heretofore let to the Lessee under the Lease, the letting as to which shall continue in full force and effect, subject to and in accordance with all the terms, provisions, covenants and conditions of the Lease as hereby amended, the Port Authority hereby lets to the Lessee and the Lessee hereby hires and takes from the Port Authority the covered and enclosed area at the Port Authority Bus Terminal shown in diagonal hatching on a sketch hereto attached, hereby made a part hereof, and marked "Exhibit A-2", for the period commencing at 12:01 o'clock A.M. on September 1, 1963 and expiring, unless sooner terminated or unless extended as hereinafter provided, at 11:59 o'clock P.M. on January 31, 1964. For the period hereinabove described the said area shall be a part of the premises under the Lease, let to the Lessee subject to and in accordance with all the terms, provisions, covenants and conditions of the Lease as hereby amended.

2. The Lessee shall use the portion of the premises shown on Exhibit A-2 as a drivers' room for employees of the Lessee and for no other purpose whatsoever.

3. In addition to the rental to be paid by the Lessee under the Lease as heretofore in effect, the Lessee shall pay a basic rental for the portion of the premises shown on Exhibit A-2 at the annual rate of Five Thousand ~~Seven~~ Six Hundred ~~Twenty-Four~~ Sixty-Nine Dollars and No Cents ($~~5,724.00~~ 5669.00), to be paid in equal monthly installments in advance on the first day of each calendar month throughout the letting of the said portion of the premises.

4. In the event that the Port Authority, by reason of completion of construction or of other work, is able to furnish the portion of the premises shown on Exhibit A-2 to the Lessee prior to September 1, 1963, the Port Authority shall have the right to advance the commencement date of the letting of the said portion of the premises to a date not sooner than August 15, 1963, by not less than five (5) days' prior notice to the Lessee.

5. The Lessee shall have the right, by notice to the Port Authority received not later than December 31, 1963, to extend the term of the letting of the portion of the premises shown on Exhibit A-2, so that the same shall expire, unless sooner terminated in accordance with the Lease or otherwise, at 11:59 o'clock P.M. on April 30, 1983. In the event of such extension, the letting of the said portion of the premises shall continue in accordance with the Lease as hereby amended. In the event the Lessee fails so to extend the letting, then, in addition to the obligations set forth in the Lease as maturing upon expiration or earlier termination of the letting, which shall then apply to the portion of the premises shown on Exhibit A-2, the Lessee shall immediately remove the north and south walls of the said portion of the premises, including without limitation thereto removal of all electrical and mechanical systems or parts thereof in such walls, shall restore the tile floor, and in general shall restore the area occupied by the said portion of the premises and adjoining area of the Facility to the state thereof immediately prior to construction of the said portion of the premises.

6. Notwithstanding the hours of operation by the Lessee in the portion of the premises shown on Exhibit A-2, the Port Authority shall provide air-conditioning service in the said portion of the premises only between the hours of 8 o'clock A.M. and 6 o'clock P.M., excluding Saturdays, Sundays and holidays, from April 1 to September 30 in each year.

7. As hereby amended, all the terms, provisions, covenants and conditions of the Lease shall continue in full force and effect.

8. The Lessee represents and warrants that no broker has been concerned in the negotiation of this Supplemental Agreement and that there is no broker who is or may be entitled to be paid a commission in connection therewith. The Lessee shall indemnify and save harmless the Port Authority of and from allcclaims for commission or brokerage made by any and all persons, firms or corporations whatsoever for services in connection with the negotiation and execution of this Supplemental Agreement.

9. Neither the Commissioners of the Port Authority nor any of them, nor any officer, agent or employee thereof, shall be charged personally by the Lessee with any liability, or held liable to the Lessee under any term or provision of this Supplemental Agreement, or because of its execution or attempted execution, or because of any breach, or attempted or alleged breach thereof.

10. This Supplemental Agreement, together with the Lease, (to which it is supplementary) constitutes the entire agreement between the Port Authority and the Lessee on the subject matter, and may not be changed, modified, discharged or extended except by instrument in writing duly executed on behalf of both the Port Authority and the Lessee. The Lessee agrees that no representations or warranties shall be binding upon the Port Authority unless expressed in writing in the Lease or in this Supplemental Agreement.

IN WITNESS WHEREOF, the Port Authority and the Lessee have executed these presents as of the date first above written.

ATTEST:

ASSISTANT SECRETARY

THE PORT OF NEW YORK AUTHORITY

By

(Title) DIRECTOR, TERMINALS DEPARTMENT

(seal)

ATTEST:

THE GREYHOUND CORPORATION

By R. T. Shaffer

(Title) President Eastern Greyhound Lines Div.

(corporate seal)

7/28/60

APPROVED FOR TRANSMITTAL

FORM	TERMS

BT-G 62462
Ack.

STATE OF NEW YORK
COUNTY OF NEW YORK } ss.

On the 14th day of August, 1963, before me personally came Jack Larsen to me known, who, being by me duly sworn, did depose and say that he resides at

that he is the DIRECTOR, TERMINALS DEPARTMENT of The Port of New York Authority, one of the corporations described in and which executed the foregoing instrument; that he knows the seal of the said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed by order of the Board of Commissioners of the said corporation; and that he signed his name thereto by like order.

Albert F. Monoure
(notarial seal and stamp)

ALBERT F. MONOURE
NOTARY PUBLIC, STATE OF NEW YORK
No. 60-2746300
Qualified in Westchester County
Commission Expires March 30, 1965

STATE OF OHIO
COUNTY OF CUYAHOGA } ss.

On the 2nd day of ~~July~~ AUG., 1963, before me personally came R. F. Shaffer, to me known, who, being by me duly sworn, did depose and say that he resides at

that he is the President of Eastern Greyhound Lines Division, The Greyhound Corporation; that The Greyhound Corporation is one of the corporations described in and which executed the foregoing instrument; that he knows the seal of the said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of the said corporation; and that he signed his name thereto by like order.

Wayne A. Johnson
(notarial seal and stamp)

WAYNE A. JOHNSON, Notary Public
My Commission Expires June 23, 1968

Lease No. BT-G-4
Supplement No. 2

SUPPLEMENTAL AGREEMENT

THIS AGREEMENT, made as of February 21, 1963, by and between THE PORT OF NEW YORK AUTHORITY (hereinafter called "the Port Authority") and THE GREYHOUND CORPORATION (hereinafter called "the Lessee"),

WITNESSETH, That:

WHEREAS, heretofore and as of March 17, 1962 the Port Authority and the Lessee entered into an agreement of lease covering premises at the Port Authority Bus Terminal, in the Borough of Manhattan, in the City, County and State of New York, as more particularly described therein, the said agreement of lease, as the same may have been heretofore amended, modified and supplemented, including without limitation thereto amendments made by a letter agreement under date of April 10, 1962 and by a letter agreement under date of November 19, 1962, is hereinafter called "the Lease"; and

WHEREAS, the Port Authority and the Lessee desire to amend the Lease;

NOW, THEREFORE, for and in consideration of the premises and of the covenants and agreements hereinafter contained, the Port Authority and the Lessee hereby agree as follows:

1. The Port Authority shall have the right to arrange for, install and operate, by contractors or others, telephone pay-stations in the premises, and to provide for the use and servicing thereof, and no action hereunder shall be or be deemed to be a breach of Section 32 of the Lease or of any other of the obligations of the Port Authority under the Lease, nor shall any such use or operation be or be deemed to be an eviction, partial or otherwise, of the Lessee. Upon reasonable notice from the Lessee however, the Port Authority will, to the extent permitted by its agreement with the telephone company, increase or reduce the number of telephone pay stations installed in the premises under the provisions of this Agreement, No part of the receipts or revenues from any of the said stations shall be payable to the Lessee nor shall any diminution or reduction of rental be made account thereof.

2. As hereby amended, all the terms, provisions, covenants and conditions of the Lease shall continue in full force and effect.

3. The Lessee represents and warrants that no broker has been concerned in the negotiation of this Supplemental Agreement and that there is no broker who is or may be entitled to be paid a commission in connection therewith. The Lessee shall indemnify and save harmless the Port Authority of and from all claims for commission or brokerage made by any and all persons, firms or corporations whatsoever for services in connection with the negotiation and execution of this Supplemental Agreement.

4. Neither the Commissioners of the Port Authority nor any of them, nor any officer, agent or employee thereof, shall be charged personally by the Lessee with any liability, or held liable to the Lessee under any term or provision of this Supplemental Agreement, or because of its execution or attempted execution, or because of any breach, or attempted or alleged breach thereof.

5. This Supplemental Agreement, together with the Lease, (to which it is supplementary) constitutes the entire agreement between the Port Authority and the Lessee on the subject matter, and may not be changed, modified, discharged or extended except by instrument in writing duly executed on behalf of both the Port Authority and the Lessee. The Lessee agrees that no representations or warranties shall be binding upon the Port Authority unless expressed in writing in the Lease or in this Supplemental Agreement.

IN WITNESS WHEREOF, the Port Authority and the Lessee have executed these presents as of the date first above written.

ATTEST:

Assistant Secretary

THE PORT OF NEW YORK AUTHORITY

By

(Title) DIRECTOR, TERMINALS DEPARTMENT

(Seal)

ATTEST:

Asst. Secretary

THE GREYHOUND CORPORATION

By R. Z. Shaffer

(Title) President of Eastern Greyhound Lines Division

(Corporate Seal)

APPROVED FOR TRANSMITTAL

FORM	TERMS
JAS DMD	HH

FORM XLD-Ack., N.Y. 62457

STATE OF NEW YORK
COUNTY OF NEW YORK } ss.

On the 20 day of August, 1963, before me personally came Jack Olsen to me known, who, being by me duly sworn, did depose and say that he resides _____; that he is the DIRECTOR, TERMINALS DEPARTMENT of The Port of New York Authority, (one of) the corporations described in and which executed the foregoing instrument; that he knows the seal of the said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed by order of the Board of Commissioners of the said corporation; and that he signed his name thereto by like order.

Albert F. Moncure
(notarial seal and stamp)

ALBERT F. MONCURE
NOTARY PUBLIC, STATE OF NEW YORK
No. 60-2746300
Qualified in Westchester County
Commission Expires March 30, 1965

STATE OF OHIO
COUNTY OF CUYAHOGA } ss.

On the 26TH day of JULY, 1963, before me personally came R.F. SHAFFER to me known, who, being by me duly sworn, did depose and say that he resides _____; that he is the _____ President of Eastern Greyhound Lines Division of ~~The Greyhound Corporation~~ one of the corporations described in and which executed the foregoing instrument; that he knows the seal of the said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of the said corporation; and that he signed his name thereto by like order.

William J. Smith
(notarial seal and stamp)
WILLIAM J. SMITH, Notary Public
My Commission Expires Oct. 8, 1967

~~STATE OF~~
COUNTY OF } ss.

On the _____ day of _____, 19__, before me personally came _____ to me known and known to me to be the individual described in and who executed the foregoing instrument, and acknowledged to me that he executed the same.

(notarial seal and stamp)

Lease No. BT-G-4
Supplement No. 1

SUPPLEMENTAL AGREEMENT

THIS AGREEMENT, made as of July 16, 1962, by and between THE PORT OF NEW YORK AUTHORITY (hereinafter called "the Port Authority") and THE GREYHOUND CORPORATION (hereinafter called "the Lessee"),

WITNESSETH, That:

WHEREAS, heretofore and as of March 17, 1962, the Port Authority and the Lessee entered into an agreement of Lease (hereinafter, as the same may have been heretofore amended, modified and supplemented, called "the Lease"), covering premises at the Port Authority Bus Terminal in the Borough of Manhattan, as more particularly described in the Lease; and

WHEREAS, the Port Authority and the Lessee desire to change the premises under the Lease, possession of the same having not yet been taken by the Lessee;

NOW, THEREFORE, for and in consideration of the premises and of the covenants and agreements herein contained, the Port Authority and the Lessee hereby agree as follows:

1. From and after the effective date of this Agreement, the premises under the Lease shall be, in lieu of the premises shown on Exhibit A to the Lease, the space at the Port Authority Bus Terminal shown in diagonal hatching on the sketch hereto attached, hereby made a part hereof and marked "Exhibit A-1".

2. Notwithstanding the fact that the area of the premises as shown on Exhibit A-1 is increased over the area shown on Exhibit A, there shall be no additional basic rental on account of such increase. The provision in paragraph (a) of Section 4 of the Lease for adjustment shall be inoperative, and the Lessee shall pay to the Port Authority a basic rental for the premises under the Lease at the annual rate of Seventeen Thousand Eighty-one Dollars and No Cents ($17,081.00), payable throughout the term of the letting in equal monthly installments in advance on the first day of each calendar month, subject to adjustment as provided in Section 40 of the Lease and Exhibit J thereto.

3. Without altering or amending the provisions of Section 12 of the Lease, the Lessee agrees that it will not affix any lettering, insignia or advertising material of any type on the exterior of any of the perimeter walls of the premises except such walls as are common to the premises and other premises occupied by the Lessee under agreement with the Port Authority; provided, however, that, as from time to time approved by the Port Authority, the Lessee may affix lettering and insignia to the doors only. In the event that any portion or portions of any of the perimeter walls is made of glass, or of any other transparent substance, no such portion shall be used as a show or display window, whether of a temporary or permanent character. Interior partition walls forming enclosures in the premises north of column line HJ and west of column line 4 shall be made of non-transparent material.

4. As hereby amended, all the terms, provisions, covenants and conditions of the Lease shall continue in full force and effect.

5. The Lessee represents and warrants that no broker has been concerned in the negotiation of this Supplemental Agreement and that there is no broker who is or may be entitled to be paid a commission in connection therewith. The Lessee shall indemnify and save harmless the Port Authority of and from all claims for commission or brokerage made by any and all persons, firms or corporations whatsoever for services in connection with the negotiation and execution of this Supplemental Agreement.

6. Neither the Commissioners of the Port Authority nor any of them, nor any officer, agent or employee thereof, shall be charged personally by the Lessee with any liability, or held liable to the Lessee under any term or provision of this Supplemental Agreement, or because of its execution or attempted execution, or because of any breach, or attempted or alleged breach thereof.

7. This Supplemental Agreement, together with the Lease, (to which it is supplementary) constitutes the entire agreement between the Port Authority and the Lessee on the subject matter, and may not be changed, modified, discharged or extended except by instrument in writing duly executed

on behalf of both the Port Authority and the Lessee. The Lessee agrees that no representations or warranties shall be binding upon the Port Authority unless expressed in writing in the Lease or in this Supplemental Agreement.

IN WITNESS WHEREOF, the Port Authority and the Lessee have executed these presents as of the date first above written.

ATTEST:

Mildred E. Porth

ASSISTANT SECRETARY

THE PORT OF NEW YORK AUTHORITY

By H. Dun

(Title) _____

(seal)

ATTEST:

x _____

Assistant Secretary

THE GREYHOUND CORPORATION
(Eastern Greyhound Lines Division)

By R. Z. Shaffer

(Title) President

(corporate seal)

APPROVED FOR TRANSMITTAL FOR SIGNATURES
JAS
GM

MLPF 92955 Ack., N.Y.

STATE OF NEW YORK
COUNTY OF NEW YORK } ss.

On the 18th day of October, 19 62, before me personally came H. Davison to me known, who, being by me duly sworn, did depose and say that he resides ; that he is the Director of Terminals of The Port of New York Authority, (one of) the corporations described in and which executed the foregoing instrument; that he knows the seal of the said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed by order of the Board of Commissioners of the said corporation; and that he signed his name thereto by like order.

Bernice Rothberg
(notarial seal and stamp)

BERNICE ROTHBERG
NOTARY PUBLIC, State of New York
No. 41-3374845 QUEENS County
Term expires March 30, 1963

STATE OF OHIO
COUNTY OF CAYUHOGA } ss.

On the 11th day of September, 19 62, before me personally came R. F. Shaffer to me known, who, being by me duly sworn, did depose and say that he resides ; that he is the President of Eastern Greyhound Lines Division The Greyhound Corporation, one of the corporations described in and which executed the foregoing instrument; that he knows the seal of the said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of the said corporation; and that he signed his name thereto by like order.

Arthur J. Kuehny
(notarial seal and stamp)

ARTHUR J. KUEHNY, Notary Public
My Commission Expires Mar. 15, 1963

~~STATE OF~~
COUNTY OF } ss.

On the day of , 19 , before me personally came to me known and known to me to be the individual described in and who executed the foregoing instrument, and acknowledged to me that he executed the same.

~~(notarial seal and stamp)~~

EFFECTIVE DATE
BT-G-4

BTO 9150 Lease No. BT-G-4

THE PORT OF NEW YORK AUTHORITY
BUS TERMINAL

AGREEMENT OF LEASE

between

THE PORT OF NEW YORK AUTHORITY

and

THE GREYHOUND CORPORATION

Dated as of March 17, 1962

BTO-9250

Lease No. BT-G-4

THIS AGREEMENT, made as of the seventeenth day of March, 19 62 by and between THE PORT OF NEW YORK AUTHORITY (hereinafter called the "Port Authority"), a body corporate and politic, created by Compact between the States of New Jersey and New York, with the consent of the Congress of the United States of America, and having an office at 111 Eighth Avenue, in the Borough of Manhattan, City, County and State of New York, and

THE GREYHOUND CORPORATION

(hereinafter called the "Lessee"), a corporation organized and existing under the laws of the State of Delaware, with an office and place of business at 140 South Dearborn Street, Chicago 3, Illinois, whose representative is the President of Eastern Greyhound Lines Division of The Greyhound Corporation, 1400 West Third Street, Cleveland 13, Ohio;

WITNESSETH THAT:

The Port Authority and the Lessee, for and in consideration of the rents, covenants and agreements hereinafter contained, mutually covenant and agree as follows:

SECTION 1. *Letting*

The Port Authority hereby lets to the Lessee and the Lessee hereby hires and takes from the Port Authority, at the Port Authority Bus Terminal, in the Borough of Manhattan, City, County and State of New York, the space(s) as shown in diagonal hatching on the sketch(s) annexed hereto, made a part hereof and marked "Exhibit A",

together with the fixtures, improvements and other property of the Port Authority located therein or thereon, said space(s), fixtures, improvements and other property of the Port Authority being hereinafter collectively referred to as the "premises".

SECTION 2. *Term*

The term of the letting under this Agreement shall commence on April 1, 1963 and shall, unless sooner terminated, or unless extended, expire on March 31, 1983.

SECTION 3. *Rights of User by the Lessee*

The Lessee shall use the premises for the following purposes only and for no other purpose whatsoever; as a business, administrative and operating office in connection with the Lessee's operations at the Terminal; for performance of dispatch functions and the maintenance of a driver's room. The Lessee shall make no sales of any kind at or from the premises.

SECTION 4. *Basic Rental*

(a) The Lessee agrees to pay to the Port Authority a basic rental for the premises at the rate of Seventeen Thousand Eighty-one Dollars and No Cents ($17,081.00) per annum, payable monthly in advance in equal installments subject to adjustment to the actual square footage of the premises on the commencement date, applying the 1953 Real Estate Board of New York formula for divided floor space and an annual rate of $6.25 per square foot

be or be construed to be an eviction of the Lessee or a breach of this Agreement. In the event that the Lessee has received a notice hereunder it shall deliver all or any such portion of the premises so required in the same condition as that required hereunder for the delivery of the premises on the cessation of the letting. In the event of the taking or delivery of all the premises, this Agreement and the letting hereunder shall on the day of such taking or delivery cease and expire as if that day were the date originally stated herein for the expiration of this Agreement; and, in the event of the taking or delivery of any portion of the premises, then, from and after such taking or delivery, such portion of the premises shall cease to be a part of the premises hereunder and there shall be an abatement of rental as hereinafter provided in Section 18.

(e) The Lessee, before closing and leaving the premises at any time for any period, shall close all windows therein and turn off all water taps.

(f) If the Port Authority deems it advisable for security reasons, the Lessee shall provide and its employees shall wear or carry badges or other suitable means of identification which shall be subject to the prior written approval of the Superintendent of the Terminal.

SECTION 8. *Prohibited Acts*

The Lessee shall not: (a) commit any nuisance on the premises, or do or permit to be done anything which may result in the creation or commission of a nuisance on the premises; (b) cause or permit to be caused or produced upon the premises, to permeate the same or to emanate therefrom, any unusual, noxious or objectionable smokes, gases, vapors, or odors; (c) use the premises for lodgings or sleeping purposes or for any immoral purposes; (d) install or use any radio or television set, air conditioning unit or equipment, refrigerator, heating or cooking apparatus in the premises except with the prior written approval of the Port Authority; (e) install window shades or venetian blinds on the windows of the premises unless and until the type and color of same shall have been previously approved in writing by the Port Authority; (f) do or permit to be done anything which may interfere with the effectiveness or accessibility of existing and future utilities systems or portions thereof on the premises or elsewhere at the Terminal, including therein without limitation thereto systems for the supply of heat, water hot and cold, gas, electricity and fuel and for the furnishing of fire-alarm, fire-protection, sprinkler, sewerage, drainage, air-conditioning, telephone, telegraph, tele-register, pneumatic-tube dispatch and inter-communications services, including lines, pipes, mains, wires, conduits and equipment connected with or appurtenant to all such systems, nor do or permit to be done anything which may interfere with free access and passage in the premises, elsewhere in the Terminal or in the streets and sidewalks adjacent to the Terminal; (g) do or permit to be done anything which may interfere with the effectiveness or accessibility of elevators or escalators at the Terminal, including lines, pipes, wires, conduits and equipment connected with or appurtenant thereto; (h) overload any floor in the premises; (i) place any furniture, machine or equipment over any expansion or contraction joint unless one end of such furniture, machine or equipment is free to permit expansion or contraction; (j) place any additional lock of any kind upon any window or interior or exterior door in the premises unless a key therefor is delivered to the Port Authority, nor make any change in any existing door or window lock or the mechanism thereof, except with the prior written approval of the Port Authority, and upon the expiration or sooner termination of the letting hereof, the Lessee shall surrender to the Port Authority any and all keys to interior and exterior doors on the premises, whether said keys were furnished to or were otherwise procured by the Lessee, and in the event of the loss of any keys furnished by the Port Authority to the Lessee, the Lessee shall pay to the Port Authority the cost of replacement thereof; (k) do or permit to be done any act or thing upon the premises which will invalidate or conflict with any insurance policies covering the premises or any part thereof, or the Terminal, or any part thereof, or which, in the opinion of the Port Authority, may constitute an extra-hazardous condition, so as to increase the risks normally attendant upon the operations contemplated by Section 3 hereof, and the Lessee shall promptly observe, comply with and execute the provisions of any and all present and future rules and regulations, requirements, orders and directions of the New York Board of Fire Underwriters, the New York Fire Insurance Exchange, or of any other board or organization exercising or which may exercise similar functions, which may pertain or apply to the operations of the Lessee on the premises, and the Lessee shall, subject to and in accordance with the provisions of Section 11 hereof, make any and all non-structural improvements, alterations or repairs of the premises that may be required at any time hereafter by any such present or future rule, regulation, requirement, order

(g) The parties do hereby stipulate that neither the provisions of Section 227 of the Real Property Law of the State of New York nor those of any other similar statute shall extend or apply to this Agreement.

(h) In the event of a partial or total destruction of the premises, the Lessee shall immediately remove any and all of its property and/or debris from the premises or the portion thereof destroyed and if the Lessee does not promptly so remove, the Port Authority may remove such property to a public warehouse for deposit or retain the same in its own possession and sell the same at public auction, the proceeds of which shall be applied first to the expenses of removal, storage and sale, second to any sums owed by the Lessee to the Port Authority, with any balance remaining to be paid to the Lessee; if the expenses of such removal, storage and sale shall exceed the proceeds of sale, the Lessee shall pay such excess to the Port Authority upon demand.

SECTION 10. *Indemnity*

The Lessee shall indemnify and hold harmless the Port Authority, its Commissioners, officers, agents and employees from all claims and demands of third persons including but not limited to those for death, for personal injuries, or for property damages, arising out of the use or occupancy of the premises by the Lessee or out of any of the acts or omissions of the Lessee, its officers, members, employees, agents, representatives, contractors, customers, guests, invitees and other persons doing business with it where such acts or omissions are on the premises or arising out of any acts or omissions of the Lessee, its officers, members, employees, agents and representatives where such acts or omissions are elsewhere at the Terminal.

SECTION 11. *Construction by the Lessee*

The Lessee shall not erect any structures, make any changes, alterations, improvements or do any other construction work on or to the premises, or install any fixtures in or on the premises (other than trade fixtures, removable without injury to the freehold) without the prior written approval of the Port Authority, and in the event any construction, improvement, alteration, modification, addition, repair or replacement is made without such approval, then upon reasonable notice so to do, the Lessee will remove the same, or, at the option of the Port Authority, cause the same to be changed to the satisfaction of the Port Authority. In case of any failure on the part of the Lessee to comply with such notice, the Port Authority may effect the removal or change and the Lessee shall pay the cost thereof to the Port Authority on demand.

SECTION 12. *Signs*

~~(a) Except with the prior written approval of the Port Authority, the Lessee shall not erect, maintain or display any signs or any advertising at or on the exterior parts of the premises or in the premises so as to be visible through the windows or exterior doors thereof.~~

(b) Upon the expiration or termination of the letting, the Lessee shall remove, obliterate or paint out, as the Port Authority may direct, any and all signs and advertising on the premises or elsewhere at the Terminal if pertaining to the Lessee, and in connection therewith shall restore the premises and the Terminal to the same condition as at the commencement of the letting. In the event that there is a failure by the Lessee so to remove, obliterate or paint out each and every sign or advertising and so to restore the premises and the Terminal, the Port Authority may, at its option, perform the necessary work at the expense of the Lessee, and the charge therefor shall be paid by the Lessee to the Port Authority on demand.

SECTION 13. *Services*

(a) The Port Authority shall, without additional charge, furnish heat, to an even and comfortable working temperature, during the months of October to April inclusive, to the Lessee in the premises, during usual working hours on days other than Sundays and legal holidays (as fixed by the laws of the State of New York).

(b) The Port Authority shall, without additional charge, furnish non-exclusive toilet and washroom facilities for the employees of the Lessee.

(c) The Port Authority shall, without additional charge, daily (but not on Saturdays, Sundays and legal holidays (as fixed by the laws of the State of New York)) dust and clean the premises and empty waste paper baskets therein and shall also, without additional charge, periodically clean the windows of the premises but such window cleaning need not be more frequent than once a month.

(d) The Port Authority agrees to sell, furnish and supply to the Lessee in the premises and the Lessee agrees to take and pay the Port Authority for electricity, in reasonable quantities, for illumination (all bulbs to be supplied and installed by the Lessee) and power; said electricity to be 60 cycle, alternating current at 120 volts, to be paid for by the Lessee according to either (at the option of the Port Authority exercisable at any time and from time to time) of the following methods:

(1) to be metered by the Port Authority and to be paid for by the Lessee at the rates which

including all interest, costs, damages and penalties, and the same may be added to any installment of rent thereafter due hereunder, and each and every part of the same shall be and become additional rent, recoverable by the Port Authority in the same manner and with like remedies as if it were originally a part of the basic rental as set forth in Section 4 hereof.

(b) For all purposes under this Section, and in any suit, action or proceeding of any kind between the parties hereto, any receipt showing any payment of sum or sums by the Port Authority for any work done or material furnished shall be *prima facie* evidence against the Lessee that the amount of such payment was necessary and reasonable. Should the Port Authority elect to use its own operating and maintenance staff in making any repairs, replacements, and/or alterations and to charge the Lessee with the cost of same, any time sheet of any employee of the Port Authority showing hours of labor or work allocated to any such repair, replacement and/or alteration, or any stock requisition of the Port Authority showing the issuance of materials for use in the performance thereof, shall likewise be *prima facie* evidence against the Lessee that the amount of such charge was necessary and reasonable.

SECTION 16. *Rights of Entry Reserved*

(a) The Port Authority, by its officers, employees, agents, representatives and contractors shall have the right at all reasonable times to enter upon the premises for the purpose of inspecting the same, for observing the performance by the Lessee of its obligations under this Agreement, and for the doing of any act or thing which the Port Authority may be obligated or have the right to do under this Agreement or otherwise.

(b) Without limiting the generality of the foregoing, the Port Authority, by its officers, employees, representatives, and contractors, shall have the right, for the benefit of the Lessee or for the benefit of others at the Terminal, to maintain existing and future utilities systems or portions thereof on the premises, including therein without limitation thereto systems for the supply of heat, water hot and cold, gas, electricity and fuel and for the furnishing of fire-alarm, fire-protection, sprinkler, sewerage, drainage, air-conditioning, telephone, telegraph tele-register, pneumatic-tube dispatch and intercommunications services, and to maintain elevator and escalator systems, including lines, pipes, mains, wires, conduits and equipment connected with or appurtenant to all such systems, and to enter upon the premises at all reasonable times to make such repairs, alterations and replacements as may, in the opinion of the Port Authority, be deemed necessary or advisable and, from time to time, to construct or install over, in, under or through the premises new lines, pipes, mains, wires, conduits and equipment; and to use the premises for access to other portions of the Terminal not otherwise conveniently accessible; *provided, however*, that such repair, alteration, replacement, construction or access shall not unreasonably interfere with the use of the premises by the Lessee.

(c) Nothing in this Section shall or shall be construed to impose upon the Port Authority any obligation so to construct or maintain or to make repairs, replacements, alterations or additions, or shall create any liability for any failure so to do.

(d) At any time and from time to time during ordinary business hours within the six (6) months next preceding the expiration of the letting, the Port Authority, by its agents and employees, whether or not accompanied by prospective lessees, occupiers or users of the premises, shall have the right to enter thereon for the purpose of exhibiting and viewing all parts of the same and during such six-month period the Port Authority may place and maintain on the premises, the usual "To Let" signs, which signs the Lessee shall permit to remain without molestation.

(e) If, during the last month of the letting, the Lessee shall have removed all or substantially all the Lessee's property from the premises, the Port Authority may immediately enter and alter, renovate and redecorate the premises.

(f) No abatement of rental shall be claimed by or allowed to the Lessee by reason of the exercise of any or all of the foregoing rights by the Port Authority or others.

SECTION 17. *Condemnation*

(a) In any action or proceeding instituted by any governmental agency or agencies for the taking for a public use of any interest in all or any part of the premises, the Lessee shall not be entitled to assert any claim to any award or part thereof made or to be made

(2) By order or decree of a court the Lessee shall be adjudged bankrupt or an order shall be made approving a petition filed by any of the creditors or, if the Lessee is a corporation, by any of the stockholders of the Lessee, seeking its reorganization or the readjustment of its indebtedness under the federal bankruptcy laws or under any law or statute of the United States or of any State thereof; or

(3) A petition under any part of the federal bankruptcy laws or an action under any present or future insolvency law or statute shall be filed against the Lessee and shall not be dismissed within ~~thirty (30)~~ days after the filing thereof; or

(4) The letting hereunder or the interest or estate of the Lessee under this Agreement shall be transferred to, pass to or devolve upon, by operation of law or otherwise, any other person, firm or corporation; or

(5) The Lessee, if a corporation, shall, without the prior written approval of the Port Authority, become a possessor or merged corporation in a merger, a constituent corporation in a consolidation, or a corporation in dissolution; or

(6) The Lessee is, or the Lessees collectively are doing business as, or constitute a copartnership, and the said copartnership shall be dissolved as the result of any act or omission of its copartners or any of them, or by operation of law or the order or decree of any court having jurisdiction, or for any other reason whatsoever; or

(7) By or pursuant to, or under authority of any legislative act, resolution or rule, or any order or decree of any court or governmental board, agency or officer having jurisdiction, a receiver, trustee, or liquidator shall take possession or control of all or substantially all the property of the Lessee, and such possession or control shall continue in effect for a period of ~~fifteen (15)~~ days; or

(8) Any lien is filed against the premises because of any act or omission of the Lessee and is not removed within ten (10) days; or

(9) The Lessee shall voluntarily abandon, desert, vacate or discontinue its operations in the premises; or

(10) The Lessee shall fail duly and punctually to pay the rentals or to make any other payment required hereunder when due to the Port Authority; or

(11) The Lessee shall fail to keep, perform and observe each and every other promise, covenant and agreement set forth in this Agreement on its part to be kept, performed, or observed, within ~~ten (10)~~ days after receipt of notice of default thereunder from the Port Authority (except where fulfillment of its obligation requires activity over a period of time, and the Lessee shall have commenced to perform whatever may be required for fulfillment within ten (10) days after receipt of notice and continues such performance without interruption except for causes beyond its control);

then upon the occurrence of any such event or at any time thereafter during the continuance thereof, the Port Authority may by ~~five (5)~~ days' notice terminate the letting, such termination to be effective upon the date specified in such notice. Such right of termination and the exercise thereof shall be and operate as a conditional limitation.

(b) If any of the events enumerated in paragraph (a) of this Section shall occur prior to the letting, the Lessee shall not be entitled to enter into possession of the premises and the Port Authority upon the occurrence of any such event or at any time thereafter during the continuance thereof by twenty-four (24) hours' notice may cancel the interest of the Lessee under this Agreement, such cancellation to be effective upon the date specified in such notice.

(c) No acceptance by the Port Authority of rentals, fees, charges or other payments in whole or in part for any period or periods after a default of any of the terms, covenants and conditions to be performed, kept or observed by the Lessee shall be deemed a waiver of any right on the part of the Port Authority to terminate the letting.

(d) No waiver by the Port Authority of any default on the part of the Lessee in performance of any of the terms, covenants or conditions hereof to be performed, kept or observed by the Lessee shall be or be construed to be a waiver by the Port Authority of any other or subsequent default in performance of any of the said terms, covenants and conditions.

SECTION 26. *Surrender*

(a) The Lessee covenants and agrees to yield and deliver peaceably to the Port Authority possession of the premises on the date of the cessation of the letting, whether such cessation be by termination, expiration or otherwise, promptly and in good condition, reasonable wear excepted.

(b) The Lessee shall have the right at any time during the letting to remove its equipment, inventories, removable fixtures and other personal property from the premises. If the Lessee shall fail to remove its property on or before the termination or expiration of the letting, the Port Authority may remove such property to a public warehouse for deposit or retain the same in its own possession, and sell the same at public auction, the proceeds of which shall be applied first to the expenses of removal, storage and sale, second to any sums owed by the Lessee to the Port Authority, with any balance remaining to be paid to the Lessee; if the expenses of such removal, storage and sale shall exceed the proceeds of sale, the Lessee shall pay such excess to the Port Authority upon demand.

SECTION 27. *Acceptance of Surrender of Lease*

No agreement of surrender or to accept a surrender shall be valid unless and until the same shall have been reduced to writing and signed by the duly authorized representatives of the Port Authority and of the Lessee. Except as expressly provided in this Section, neither the doing of, nor any omission to do, any act or thing, by any of the officers, agents or employees of the Port Authority, shall be deemed an acceptance of a surrender of the letting or of this Agreement.

SECTION 28. *Brokerage*

The Lessee represents and warrants that no broker has been concerned in the negotiation of this Agreement and that there is no broker who is or may be entitled to be paid a commission in connection therewith. The Lessee shall indemnify and save harmless the Port Authority of and from any claim for commission or brokerage made by any and all persons, firms or corporations whatsoever for services in connection with the negotiation and execution of this Agreement.

SECTION 29. *Limitation of Rights and Privileges Granted*

No greater rights or privileges with respect to the use of the premises or any part thereof or with respect to the Terminal are granted or intended to be granted to the Lessee by this Agreement, or by any provision thereof, than the rights and privileges expressly granted hereby.

SECTION 30. *Notices*

All notices, requests, consents and approvals required to be given to or by either party shall be in writing, and all such notices and requests shall be personally delivered to the duly designated officer or representative of such party or delivered to the office of such officer or representative during regular business hours, or forwarded to him or to the party at such address by registered mail. The Lessee shall designate an office within the Port of New York District and an officer or representative whose regular place of business is at such office. Until further notice, the Port Authority hereby designates its Executive Director, and the Lessee designates the person named as representative on the first page hereof as their respective officers or representatives upon whom notices and requests may be served, and the Port Authority designates its office at 111 Eighth Avenue, New York 11, New York, and the Lessee designates its office at its address stated on the first page hereof, as their respective offices where notices and requests may be served.

SECTION 31. *Place of Payments*

All payments required of the Lessee by this Agreement shall be made at the office of the Treasurer of the Port Authority, 111 Eighth Avenue, New York 11, New York, or to such other officer or address as may be substituted therefor.

SECTION 32. *Quiet Enjoyment*

The Port Authority covenants and agrees that as long as it remains the owner of the Terminal, the Lessee, upon paying all rentals hereunder and performing all the covenants, conditions and provisions of this Agreement on its part to be performed, shall and may peaceably and quietly have, hold and enjoy the premises free of any act or acts of the Port

SECTION 37. Air Conditioning

The Port Authority agrees to supply to the Lessee in the premises air conditioning sufficient to maintain the premises or any part thereof to a comfortable temperature during such hours as the Lessee may conduct its operations in the premises or such part thereof from May 1 through September 30. If the air conditioning of the premises can be controlled by a mechanism within the premises, the Lessee shall shut off the air conditioning before closing and leaving the premises at any time for a period of more than four (4) hours. The Port Authority shall have the rights of entry specified in Section 16 for the purpose of observing the Lessee's compliance with the provisions of this Section and may lock, seal or install any timing device on or in connection with any air conditioning control mechanism so as to provide that the premises or a part thereof shall only be air conditioned during the hours of operation. During the period that air conditioning is provided, the Lessee will cause all windows to be kept shut at all times and all doors to be kept closed except when being used for access to the premises.

SECTION 38. Prior Entry for Construction

Not sooner than September 5, 1962, the Lessee may enter upon and occupy the premises, for the purpose only of preparing them for its occupancy under this Agreement, including performing the work of construction and installation of equipment. Such entry upon and use of the premises, and all work of construction and installation, shall be under and in accordance with all the terms, provisions, covenants and conditions of this Agreement except for the provisions regarding the payment of rental and the purposes of the letting, and under all the terms and provisions of an alteration permit or permits to be entered into between the Port Authority and the Lessee prior to the commencement of any work whatsoever. No work shall be done until approval thereof on behalf of the Port Authority shall have been secured. If completion of the work of construction and installation is delayed beyond April 1, 1963 by causes beyond the Lessee's control, including any labor trouble, the commencement date of the letting and the commencement of rental shall be postponed if the Lessee has diligently performed and shall continue diligently to perform the work; but notwithstanding any delay in completion from any cause whatsoever, the letting and the rental shall commence in any event no later than October 1, 1963.

SECTION 39. Postponement

(a) The Port Authority shall use due diligence in preparing the premises for use by the Lessee, and in making the same vacant and available on the commencement date of the letting under this Agreement. However, if the Terminal or the premises shall not be ready for use by the Lessee on such date, by reason of the fact that the user thereof has not removed therefrom, or that it has not been feasible for the Port Authority to relocate such user, or by reason of any cause or condition beyond the control of the Port Authority, the Port Authority shall not be subject to any liability for the failure to make the premises available on the said date.

(b) If prior to the commencement date of the letting, the Port Authority believes that the premises will not be available on such date, the Port Authority will so notify the Lessee, such notification to be a notice of six (6) months, if feasible, or a notice of lesser duration dependent on facts then known to the Port Authority. If the factual situation on which the Port Authority has premised a notice changes, subsequent notice or notices may be given subject to the requirements of this Section. However, if the premises are not made available for use by the Lessee on or before a date six (6) months after the commencement date of the letting as set forth in this Agreement, then this Agreement shall be deemed canceled, except that each party shall and does hereby release the other party of and from any and all claims or demands based on this Agreement or on a breach or alleged breach thereof. Unless sooner terminated, the expiration date of the letting shall be postponed from the expiration date stated in this Agreement for the same period that the commencement date of the letting shall be postponed hereunder, if at all.

SECTION 40. Adjustments

All rental rates, fees and charges under this Agreement shall be adjusted as set forth in a schedule hereto attached, hereby made a part hereof and marked "Exhibit J"; provided, however, that no rentals, fees or charges computed through application of the said schedule shall become effective if they would be lower than the same rentals, fees and charges as originally set forth in this Agreement.

SECTION 41. Administrative Recourse

(a) The parties agree that their contractual relationship shall be governed and determined by all the terms, conditions and provisions of this Agreement. However, in view of the substantial duration and the comprehensiveness of the Agreement, it may be anticipated that from time to time the Lessee will deem some action or proposed action of the Port Authority thereunder to be unwarranted or improper. To the end that the Lessee may have an opportunity to present its views and arguments with reference to any such action, on all administrative levels of the Port Authority, the following procedure is formulated and agreed upon: as soon as any matter is brought to the attention of or known to any management personnel of the Lessee (including its terminal manager and its chief dispatcher), the Lessee's New York Regional Manager within ten days of knowledge to such personnel, may request discussion of the matter with the Manager of the Bus Terminal, who shall then discuss the matter at a time fixed by mutual agreement, but not later than ten days after the request. If the Manager of the Bus Terminal does not agree with the position of the said New York Regional Manager, then within twenty days after such initial request, the President of Eastern Greyhound Lines may request such discussion with the Director of Terminals of the Port Authority, who shall then discuss the matter at a time fixed by mutual agreement, but not later than ten days after the request from the said President. If the Director of Terminals of the Port Authority does not agree with the position of the said President, the President of The Greyhound Corporation may request such discussion with the Executive Director of the Port Authority, at a time fixed by mutual agreement, but not later than ten days after the request. In the absence of other agreement, no such discussion by the President and Executive Director shall extend beyond two weeks.

(b) The Port Authority will not take action under subparagraph (11) of paragraph (a) of Section 20 of this Agreement during the pendency of the above discussions.

(c) If any of the official positions referred to above shall be abolished or its duties substantially changed, the substitute position having substantially the same duties shall be deemed to have been referred to herein, or, if any of the said positions shall be vacant, the person performing substantially the same duties shall be deemed to be the incumbent of the said position, provided, however, that the discussions referred to shall be held by the incumbents of the positions named unless such incumbents are out of the United States.

Section 42. Amendments

Prior to the execution of this Agreement by either the Port Authority or the Lessee, the following changes were made in the Agreement, which it shall not be necessary physically to indicate:

(a) The final sentence of Section 6 was deleted and the following sentences were substituted in lieu thereof:

"The Port Authority agrees that except in cases of emergency it shall give notice to the Lessee of every rule or regulation hereafter adopted by it, at least ten (10) days, exclusive of Saturdays, Sundays and Holidays, before the Lessee shall be required to comply therewith. The Lessee shall have the right to present its comments and objections with regard to any such rule or regulation hereafter adopted, in writing to the Port Authority. The Lessee shall use its best efforts to require its passengers, guests, invitees and others doing business with it to observe and comply with the said rules and regulations, as supplemented and amended."

(b) The word "reasonably" shall be deemed to have been inserted in the final clause of paragraph (b) of Section 7, between the word "steps" and the word "necessary".

(c) Paragraph (f) of Section 9 was deleted and the following was substituted in lieu thereof:

"(f) In the event that the premises are damaged at any time subsequent to the execution of this Agreement, without fault on the part of the Lessee or of any other for whose acts or omissions the Lessee is responsible under paragraph (b) of this Section 9, so as to render the premises unusable in whole or in part, then the Port Authority shall repair or rebuild the premises with due diligence; but if any portion of the Terminal other than the premises is so damaged, together with any part of the premises, then the Port Authority shall have an option either to proceed with due diligence to make the necessary repairs and to do the necessary rebuilding or to terminate the letting under this Agreement; its election under this option shall be communicated to the Lessee within sixty (60) days after the date of such damage; if more than half the usable area of the premises has been destroyed, and the Port Authority elects to repair or rebuild, and states that the repair or rebuilding will require more than nine (9) months' time, then the Lessee shall have an option to terminate the letting under this Agreement by notice given within fifteen (15) days after notice of the Port Authority's election. The rental hereunder shall be abated as provided in Section 18 for the period from the occurrence of the damage to the completion of repairs and rebuilding or to the effective date of termination, as the case may require."

(d) Paragraph (a) of Section 12 of this Agreement was deleted and the following was substituted in lieu thereof:

"(a) Except as required by law or governmental regulation and except with the consent of the Port Authority, the Lessee shall not erect, maintain or display any signs or any advertising at or on the exterior parts of the premises or in the premises so as to be visible through the windows or exterior doors thereof."

(e) The Port Authority agrees to sell, furnish and supply to the Lessee in the premises, and the Lessee agrees to take and pay the Port Authority for, cold water in reasonable quantities, of the character furnished by the municipality supplying the same in the vicinity, and hot water in reasonable quantities, at approximately the temperature hereinbelow stated. The provisions of Section 13 shall apply as if the supply of hot and cold water were set forth in paragraph (d) of Section 13. Hot and cold water shall be charged for as metered, through meters to be provided by the Port Authority, at the following rates:

Cold Water: 110% of the cost if the Lessee purchased the same directly from the supplier;

Hot Water, at F. 120° to 140°: $20 per 1,000 cu. ft.

(f) The phrase "during usual working hours on days other than Sundays and legal holidays (as fixed by the laws of the State of New York)" was deleted from paragraph (a) of Section 13.

(g) A merger or consolidation shall not be a default under subparagraph (5) of paragraph (a) of Section 20 of this Agreement if it does not diminish the net worth of the Lessee by more than ten percent (10%).

(h) The word and figure "thirty (30)" appearing in subparagraph (3) of paragraph (a) of the said Section 20 were deleted and the word and figure "sixty (60)" were substituted in lieu thereof; the word and figure "fifteen (15)" appearing in subparagraph (7) of the said paragraph (a) were deleted and the word and figure "thirty (30)" were substituted in lieu thereof; the word and figure "ten (10)" appearing in the third line of subparagraph (11) of the said paragraph (a) were deleted, and the word and figure "twenty (20)" were substituted in lieu thereof; and the word and figure "five (5)" appearing in the last part of the said paragraph (a) were deleted and the word and figure "thirty (30)" were substituted in lieu thereof.

SECTION 43. Special Termination Rights

(a) The Port Authority and the Lessee, contemporaneously with the making of this Agreement but as of March 14, 1962, have entered into an agreement (hereinafter called "the License Agreement") under which the Lessee, as the Carrier thereunder, is licensed to operate buses to and from the Terminal. In the event the Port Authority shall terminate the License Agreement under Section 16 thereof, the Port Authority shall have the right to terminate the letting under this Agreement by ten (10) days' notice and the same shall be considered to be a termination under Section 20 of this Agreement.

(b) In the event of termination of the License Agreement under Sections 12, 13 or 20 thereof, relating to casualty, labor troubles and condemnation, the Port Authority and the Lessee shall each have the right to terminate the letting under this Agreement by ten (10) days' notice to the other, such termination to be effective as if the effective date thereof were the date of expiration of the letting hereunder.

(c) In the event of cancellation of the License Agreement under Section 22 thereof, then the Port Authority and the Lessee shall each have the right to terminate the letting under this Agreement, and in such event each party shall and does hereby release the other party of and from any and all claims and demands based on this Agreement, or on a breach or alleged breach thereof.

(d) No right of termination under this Section may be exercised more than thirty (30) days after the effective date of the particular termination or cancellation of the License Agreement referred to in the above subdivisions (a), (b) and (c).

SECTION 44. Entire Agreement

This Agreement consists of the following: Sections numbered 1 through 44, appearing on pages numbered 1 through 19, and the attached exhibits. It constitutes the entire agreement of the Port Authority and the Lessee on the subject matter and

may not be changed, modified, discharged or extended except by written instrument duly executed by the Port Authority and the Lessee. The Lessee agrees that no representations or warranties shall be binding upon the Port Authority unless expressed in writing in this Agreement.

IN WITNESS WHEREOF, the Port Authority and the Lessee have executed these presents the 17th day of May, 1962.

ATTEST:

Joseph [illegible]
Secretary

THE PORT OF NEW YORK AUTHORITY

By S Moskowitz
(Title) Chairman of Board
(Seal)

ATTEST:

Merrill Buffington
Secretary

THE GREYHOUND CORPORATION

By [illegible]
(Title) President
(Corporate Seal)

BTG

STATE OF NEW YORK }
COUNTY OF NEW YORK } ss.

On the 17th day of May, 1962, before me personally came [illegible] to me known, who, being by me duly sworn, did depose and say that he resides at

that he is the Chairman of Board of The Port of New York Authority, one of the corporations described in and which executed the foregoing instrument; that he knows the seal of the said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed by order of the Board of Commissioners of the said corporation; and that he signed his name thereto by like order.

Mildred B. Bruno
(notarial seal and stamp)

MILDRED B. BRUNO
NOTARY PUBLIC, State of New York
No. 30-5497625
Qualified in Nassau County
Cert. filed in New York County
Commission Expires March 30, 1964

STATE OF New York }
COUNTY OF New York } ss.

On the 17th day of May, 1962, before me personally came ~~[illegible]~~ [illegible] to me known, who, being by me duly sworn, did depose and say that he resides at ~~[illegible]~~

that he is the ~~Chairman of Board~~ President of The Greyhound Corporation, one of the corporations described in and which executed the foregoing instrument; that he knows the seal of the said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of the said corporation; and that he signed his name thereto by like order.

Mildred B. Bruno
(notarial seal and stamp)

MILDRED B. BRUNO
NOTARY PUBLIC, State of New York
No. 30-5497625
Qualified in Nassau County
Cert. filed in New York County
Commission Expires March 30, 196[illegible]

EXHIBIT R

SPECIAL RULES AND REGULATIONS

1. The Occupant shall use the common areas in the Terminal, including without limiting the generality thereof, all entrances, exits, passages, halls, corridors, courts, vestibules, stairways and elevators, solely for purposes of ingress and egress to and from its space and the Occupant shall not cause any obstruction of or loiter in any such common areas.

2. The Occupant shall not enter upon any court or roof area (including parking area) unless specifically so authorized by lease, permit, license or other agreement with the Port Authority.

3. No fixtures, equipment, furnishings or bulky merchandise, including without limiting the generality thereof desks, chairs, tables, safes, cabinets, shelves, business machines, fans or floor coverings shall be moved to or from the Occupant's space except during such hours as may be prescribed by the Superintendent of the Terminal. In no event will permission be granted by the said Superintendent unless the person employed or under contract to perform such moving is competent and responsible and twenty-four (24) hours' notice of the Occupant's desire to have such moving performed has been given in writing to the said Superintendent.

4. The Occupant shall not mark, drill into, paint or in any way deface any part of the Terminal.

5. The Occupant shall not cover or obstruct in any way, windows, doorways or other openings which admit light or air into the Terminal and there shall not be any cleaning of windows from outside the building.

6. The Occupant shall not place any parcel, bottle or other article on the exterior part of any window sill in the Terminal.

7. The Occupant shall not use any wash bowl, toilet, slop sink or drain, whether located in its space or elsewhere in the Terminal, for any purpose other than those for which it was designed and manufactured, and in no event shall the Occupant dispose or attempt to dispose of thereby any improper articles or substances (whether solid or liquid), including without limiting the generality thereof garbage, refuse, sweepings, rubbish, rags, ashes or litter.

8. The Occupant shall not drop or throw anything from or out of any window in the Terminal and shall not drop or throw anything into any ventilating or elevator shaftway, stairwell or other opening in the Terminal.

9. The Occupant shall not employ or contract for any person to perform general cleaning, janitorial service, window cleaning, extermination or other like service in the Terminal, unless advance notice in writing is given to the Superintendent of the Terminal as to who the proposed person is and said person is competent and responsible.

10. The Occupant shall not canvass, peddle or solicit funds in the Terminal.

11. No animals or pets of any kind whatsoever shall be brought into or kept in the Occupant's space or other part of the Terminal.

12. During such days and hours as the Terminal may not be fully open for business such as Sundays, Saturdays, holidays, late hours of the night and early hours of the morning, the Occupant shall, when entering or leaving the Terminal, if requested by a Port Authority representative, exhibit such authorization or means of identification as may from time to time be prescribed by the Port Authority or as may meet with the approval of such representative.

13. The Occupant shall not directly request any Port Authority employee to do any work or perform any service for it, but shall make all such requests to the Office of the Superintendent of the Terminal.

14. All obligations under these Rules and Regulations shall apply not only to the Occupant, but also to the Occupant's officers, members, employees, agents, representatives, contractors, customers, guests, invitees and others doing business with it and the Occupant shall require and be responsible for compliance herewith by all such persons.

15. As used in these Rules and Regulations, the following terms shall have the respective meanings given below:

(a) "Occupant" shall mean a lessee, permittee or licensee of the Port Authority at the Terminal.

(b) "Space" shall mean any area in the Terminal which an Occupant, as herein defined, has the right or privilege to use or occupy exclusively pursuant to a lease, permit, license or permission from the Port Authority.

(c) "Superintendent of the Terminal" shall mean the person or persons from time to time designated by the Port Authority to exercise the powers and functions vested in the said Superintendent pursuant to these Rules and Regulations; but until further notice from the Port Authority, it shall mean the Superintendent (or the Acting Superintendent) of the Terminal for the time being or his duly designated representative or representatives.

BT-G 33062

SCHEDULE OF FARES

The regular adult one-way fares in effect on December 31, 1960 (according to the published tariffs of The Greyhound Corporation) from New York, New York to the destination points named in paragraph (1) (b) of this Exhibit J are as follows:

Destination Point	Fare
CHICAGO, ILLINOIS	$ 25.95
DETROIT, MICHIGAN	21.30
MIAMI, FLORIDA	35.35
NEW ORLEANS, LOUISIANA	36.45
NORFOLK, VIRGINIA	11.20
ST. LOUIS, MISSOURI	28.45
SAN FRANCISCO, CALIFORNIA	76.20
Sum of Fares	$234.90

BT-G 33062

COMPUTATIONS OF FRINGE BENEFITS FOR YEAR ENDING DECEMBER 31, 1960

Fringe Benefit	Net Cost to Port Authority	Payroll Base	Net Cost as a Percentage of Payroll
N.Y. State Retirement System - Police only	$ 944,997(a)	$ 5,908,448(c)	16.0%
N.Y. State Retirement System - All employees except police	$1,923,446(a)	$ 21,132,746(c)	9.1%
Federal Old Age, Disability and Survivors' Insurance	$ 573,620(b)	$ 33,762,408(d)	1.7%
Blue Cross and Blue Shield Health Insurance	$ 264,637(f)	$ 28,514,597(g)	0.9%
Major Medical Health Insurance	$ 6,281(b)	$ 32,605,913(e)	0.0%
Life Insurance	$ 2,147(b)	$ 32,605,913(e)	0.0%
Workmen's Compensation Insurance	$ 173,696(b)	$ 33,762,408(d)	0.5%
		Total for Police Employees	19.1%
		Total for all Employees except Police	12.2%

Notes:

(a) Bill received May 15, 1960 for 12-month period ending March 31, 1959.
(b) Net cost to Port Authority for calendar year 1960.
(c) Aggregate of annual salary rates of permanent employees on payroll as of March 31, 1959.
(d) Total payroll of all employees for calendar year 1960.
(e) Total payroll of all employees except temporary personnel for calendar year 1960.
(f) Net cost to Port Authority for calendar year 1959.
(g) Total payroll of all employees except temporary personnel for calendar year 1959.

SCHEDULE OF COMPUTATIONS OF HOURLY LABOR COSTS AS OF DECEMBER 31, 1960

Job Title	1 Number of hours normally paid for in a 2-week period	2 Bi-weekly Salary as of December 31, 1960	3 Net Cost of Fringe Benefits as a percentage of Payroll (see ff.p.)	4 Column 2 increased by percentage in Column 3	5* Column 4 divided by Column 1
Police Officer	80	$192.00	19.1%	$228.67	$2.86
Watch Engineer (Air Conditioning & Heating)	80	$219.00	12.2%	$245.72	$3.07
Electrician I	80	$199.00	12.2%	$223.28	$2.79
Lobby Information Agent I	80	$173.00	12.2%	$194.11	$2.43
Baggage Man I	80	$150.00	12.2%	$168.30	$2.10
Building Attendant I	80	$143.00	12.2%	$160.45	$2.01
Red Cap	80	$120.00	12.2%	$134.64	$1.68
Clerk I	72-1/2	$124.00	12.2%	$139.13	$1.92

* The figures in Column 5 constitute the full hourly wage and salary rates and costs as of December 31, 1960.

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(2) The personnel categories used in computing the full hourly wage and salary costs and expenses shall be the following: Police Officer, Lobby Information Agent I, Baggage Man I, Red Cap, Building Attendant I, Watch Engineer (air-conditioning and heating), Electrician I, Clerk I. If any of the job titles set forth above shall be changed, the new job title shall be deemed to have been substituted therefor; however, in any substitution or change the essence of the personnel category, as evidenced by the description of its duties, shall be controlling, rather than the job title, and if the functions of the job are abolished, the job title shall be eliminated from the personnel categories used. The wage and salary rates used in computations hereunder shall be the starting wage or salary for each personnel category.

(3) The fringe benefits shall include payments by the Port Authority to the New York State Employees' Retirement System, Federal Old Age Disability and Survivors' Insurance System, net premiums (i.e., premiums less dividends) for group health, major medical and life insurance programs, premiums for workmen's compensation insurance, plus any other payments made by the Port Authority for any other employee-benefit programs in existence from time to time, whether such additional programs have been instituted by the Port Authority voluntarily, by contract or pursuant to law. There shall also be included in fringe benefits any amounts paid into, reserved or set aside for self-insurance funds for benefits as referred to above.

(4) To include fringe benefits in the full hourly wage and salary rate and costs, the salary or wage rate shall be increased by a percentage which shall be equivalent to the percentage by which fringe-benefit costs and expenses enlarge the cost of all Port Authority wages and salaries constituting the basis for fringe benefits.

(5) On April 30 in 1968, in 1973 and in 1978, the Port Authority will render to the Carrier a statement setting forth starting wage and salary rates for the relevant personnel categories and data covering computation of fringe benefits. To the extent that data is available and accounting procedures permit, fringe benefits will be set forth in terms of cost and expense to the Port Authority for the next preceding calendar year. However, if such data cannot readily be developed, components of cost entering into the computation of fringe benefits for the latest preceding twelve-month period for which data is available will be used.

(6) There are attached hereto a schedule showing computations based on presently existing procedures and accounting practices of the Port Authority and a schedule of the fares in effect on December 31, 1960 to the named points.

(7) In the event this shall be attached to and become part of a lease, the word "Carrier" herein shall be deemed to mean "Lessee", and rentals payable under such lease shall be deemed included in "fees and charges".

EXHIBIT J

FEE AND CHARGE ADJUSTMENTS

(1) (a) All fees and charges payable by the Carrier to the Port Authority under this Agreement will be increased by amounts to be determined as set forth below, based on the percentage of increase of the average hourly labor rates and costs to the Port Authority for the personnel categories hereinafter set forth, the increase being based on costs computed as of December 31, 1960. Increases of fees and charges will be effective January 1 of 1968, 1973 and 1978, being prospective for each of the five-year periods commencing on January 1, 1968 and on January 1, 1973, and for the longer period commencing January 1, 1978. The percentage of increase shall be computed on the basis of full hourly wage and salary rates and costs, and such rates and costs shall include fringe benefits as hereinafter referred to.

(b) Increases in those fees and charges which are expressed in the Agreement in sums of money shall be based on the increases of the full hourly wage and salary rates and costs computed effective December 31 of 1967, 1972 and 1977, as compared with the full hourly wage and salary rates and costs computed as of December 31, 1960. Increases in the fees and charges which are expressed in the Agreement as applications of percentages shall be based on the excess, if any, of the increases of the full hourly wage and salary rates and costs computed effective December 31 of 1967, 1972 and 1977, as compared with the full hourly wage and salary rates and costs computed as of December 31, 1960, over the percentage increase in fares, if any, in each of the same periods; such excess shall be applied to the net percentage figure (which shall be, in the case of the percentage figure set forth in Section 14(a)(4) of the License Agreement, that figure as reduced by operation of the provisions of Section 33(b) of the License Agreement) used to compute the sums receivable by the Port Authority. In computing the percentage increase in labor costs, individual increases or decreases of full hourly wage and salary rates and costs for each of the personnel categories will be computed, and the resulting percentages will be averaged to arrive at the final percentage figure. All percentages used in computation hereunder will be expressed to the nearest 1/10 of 1%, and wage and salary rates and costs will be expressed to the nearest cent.

The percentage increase in fares shall be the percentage by which the sum of the regular adult one-way fares (according to the published tariffs of The Greyhound Corporation) from New York, New York to the destination points named below in effect on December 31, 1960 is exceeded by the sum of the same fares in effect on December 31, 1967, 1972 and 1977, as the case may require: Chicago, Ill., Detroit, Mich., Miami, Fla., New Orleans, La., Norfolk, Va., St. Louis, Mo., and San Francisco, Cal.

Greyhound Corporation

True

71

THE PORT OF NEW YORK AUTHORITY

111 Eighth Avenue-at 15th Street, New York 11, New York
Algonquin 5-1000

TERMINALS DEPARTMENT

Jack Rosen
DIRECTOR

August 21, 1963

The Greyhound Corporation
1400 West Third Street
Cleveland 13, Ohio

Attention: The President, Eastern Greyhound Lines Division

Re: Port Authority Bus Terminal Lease No. BT-G-4

Gentlemen:

This is to notify you that by reason of completion of construction, the Port Authority is able to furnish to you on August 22, 1963 the portion of the premises shown on Exhibit A-2 attached to Supplement No. 3 (dated as of July 11, 1963) to the Lease. Consequently, pursuant to the provisions of paragraph No. 4 of the said Supplement No. 3, the Port Authority hereby fixes the commencement date of the letting of the said portion of the premises as 12:01 o'clock A.M. on August 28, 1963, or on a date which shall be five days after receipt of this notice by you, whichever is later.

Very truly yours,

THE PORT OF NEW YORK AUTHORITY

By Raymond C. Emerson

(Title) Chief Terminal Properties

THE PORT OF NEW YORK AUTHORITY
111 Eighth Avenue at 15th Street, New York 11, New York
Algonquin 5 1000

TERMINALS DEPARTMENT
Henry Davison
DIRECTOR

71

February 14, 1963

The Greyhound Corporation
1400 West Third Street
Cleveland 13, Ohio

Attention: The President, Eastern Greyhound Lines Division

Re: Port Authority Bus Terminal Lease No. BT-G-4

Gentlemen:

This is to notify you in accordance with paragraph (b) of Section 39 of a certain agreement of lease made between you and The Port of New York Authority as of March 17, 1962, that the premises will not be available on April 1, 1963, the date of commencement of the letting set forth in Section 2 of the said agreement. You are hereby notified that the commencement date of the letting is postponed and is now May 1, 1963.

Very truly yours,

THE PORT OF NEW YORK AUTHORITY

By Jack Cole

(Title) Deputy Director,
Terminals Department

G

BTO 9150

Lease No. BT-C-4

pgs. 2-12

THE PORT OF NEW YORK AUTHORITY
BUS TERMINAL

AGREEMENT OF LEASE

between

THE PORT OF NEW YORK AUTHORITY

and

THE GREYHOUND CORPORATION

Dated as of: March 17 19 62

(b) If the term of the letting hereunder commences on a date other than the first day of a month or expires or is terminated on a date other than the last day of the month, the basic rental payable for the part of the month during which the letting is in effect shall be computed by prorating the monthly basic rental installment on a daily basis.

SECTION 5. *Governmental Requirements*

(a) The Lessee shall procure all licenses, certificates, permits or other authorization from all governmental authorities having jurisdiction over the operations of the Lessee at the premises which may be necessary for the conduct of its operations.

(b) The Lessee shall promptly observe, comply with and execute the provisions of any and all present and future governmental laws, rules and regulations, requirements, orders and directions which may pertain or apply to the operations of the Lessee on the premises or its occupancy thereof, and the Lessee shall, in accordance with and subject to the provisions of Section 11 hereof, make any and all non-structural improvements, alterations or repairs of the premises that may be required at any time hereafter by any such present or future law, rule, regulation, requirement, order or direction.

(c) The obligation of the Lessee to comply with governmental requirements is provided herein for the purpose of assuring proper safeguards for the protection of persons and property on the premises. Such provision is not to be construed as a submission by the Port Authority to the application to itself of such requirements, or any of them.

SECTION 6. *Rules and Regulations*

The Lessee covenants and agrees to observe and obey (and to compel its officers, members, employees, agents, representatives, contractors, customers, guests, invitees and those doing business with it to observe and obey) the special rules and regulations of the Port Authority for the government of the conduct and operations of the Lessee, a copy of which is attached hereto, made a part hereof and marked "Exhibit R", and such further reasonable rules and regulations as may from time to time during the letting be promulgated by the Port Authority for reasons of safety, health, or preservation of property, or for the maintenance of the good and orderly appearance of the premises and the Terminal. ~~The Port Authority agrees that, except in cases of emergency, it will give notice to the Lessee of every such further rule or regulation adopted by it at least five (5) days before the Lessee shall be required to comply therewith.~~

SECTION 7. *Various Obligations of the Lessee*

(a) The Lessee shall conduct its operations in an orderly and proper manner and so as not to annoy, disturb or be offensive to others at the Terminal. The Lessee shall take all reasonable measures to eliminate vibrations tending to damage the premises and to keep the sound level of its operations as low as possible.

(b) The Lessee shall control the conduct, demeanor and appearance of its officers, members, employeee, agents, representatives, contractors, customers, guests, invitees and those doing business with it, and upon objection from the Port Authority concerning the conduct, demeanor or appearance of any such shall immediately take all steps necessary to remove the cause of the objection.

(c) No garbage, debris or other waste materials (whether solid or liquid) shall be allowed to collect or accumulate in the premises and the Lessee shall be responsible for the removal from the Terminal of all garbage, debris and other waste materials (whether solid or liquid) arising out of its occupancy or use of the premises. The Lessee shall use extreme care when effecting removal of all such waste and in no event shall use any facilities of the Port Authority without its prior consent in writing and shall effect such removal only during such hours and by such means as are prescribed by the Superintendent of the Terminal.

(d) In the event that all or any portion of the premises is required by the Port Authority to comply with any present or future governmental law, rule, regulation, requirement, order or direction, the Port Authority shall give the Lessee notice that all or any such portion of the premises is so required and the Lessee shall deliver all or any such portion of the premises so required on the date specified in such notice and, if the Lessee does not so deliver, the Port Authority may take the same. No such taking or delivery shall

or direction, and if by reason of any failure on the part of the Lessee to comply with the provisions of this subdivision any insurance rate on the premises or any part thereof, or on the Terminal or any part thereof, shall at any time be higher than it otherwise would be, then the Lessee shall pay to the Port Authority, as an item of additional rental, that part of all insurance premiums paid by the Port Authority which shall have been charged because of such violation or failure by the Lessee.

SECTION 9. *Maintenance and Repair*

(a) The Lessee shall at all times keep the premises in a clean and orderly condition and appearance.

(b) The Lessee shall be responsible for the repair, replacement and rebuilding of all or any part of the premises which may be damaged or destroyed by the acts or omissions of the Lessee, its officers, members, employees, agents, representatives, contractors, customers, guests, invitees or other persons doing business with it and all or any part of the Terminal other than the premises which may be damaged or destroyed by the acts or omissions of the Lessee's officers, members, employees, agents, representatives or contractors. All non-structural repair, replacement and rebuilding shall be done by the Lessee and structural repair, replacement and rebuilding may be done by the Port Authority, the cost thereof to be paid by the Lessee on demand.

(c) The Lessee shall take good care of the premises, including therein, without limitation thereto, walls, partitions, floors, ceilings, columns, windows, doors, glass of every kind, plumbing, heating, fire-protection, fire-alarm, sewerage, drainage, water-supply and electrical systems, including all pipes, wires, lines, conduits, equipment and fixtures and shall make all necessary non-structural repairs and replacements, reasonable wear excepted.

(d) In the event the Lessee fails to commence so to make or do non-structural repairs, replacements, rebuilding or painting within a period of ten (10) days after notice from the Port Authority so to do, or fails diligently to continue to completion the repair, replacement, rebuilding or painting of all of the premises required to be repaired, replaced, rebuilt or painted by the Lessee under the terms of this Agreement, the Port Authority may, at its option, and in addition to any other remedies which may be available to it, repair, replace, rebuild or paint all or any part of the premises included in the said notice, the cost thereof to be paid by the Lessee on demand.

(e) The Lessee shall not lay any linoleum, asphalt tile or other such affixed floor covering in direct contact with the floor of the premises. If the Lessee lays any linoleum, asphalt tile or other such affixed covering on the floor of the premises, an interlining of builder's deadening felt shall first be affixed to the floor with water-soluble paste or other water-soluble material, the use of cement or other adhesive non-soluble in water being expressly prohibited.

~~(f) In the event that, as a result of a casualty insured against by the Port Authority~~ under the New York standard form of fire insurance policy carried by it on the Terminal and/or the premises, the premises are damaged without the fault of the Lessee, its officers, members, employees, customers, guests, invitees or other persons doing business with it, so as to render them untenantable in whole or part, then

(1) if, in the opinion of the Port Authority, the necessary repairs or rebuilding can be completed within ninety (90) days after the occurrence of the damage, the Port Authority shall repair or rebuild with due diligence, and the rental hereunder shall be abated as hereinafter provided in Section 18 hereof, only for the period from the occurrence of the damage to the completion of the repairs or rebuilding, whether or not the work of repair or rebuilding is actually completed within the said ninety (90) days; or

(2) if, in the opinion of the Port Authority, such repairs or rebuilding cannot be completed within ninety (90) days after the occurrence of the damage, or if, in the opinion of the Port Authority, the entire premises require rebuilding, then the Port Authority shall have options: (i) to proceed with due diligence to repair or to rebuild as necessary; or (ii) to terminate the letting as to the damaged portion of the premises only, or (iii) to cancel this Agreement and terminate the letting as to the entire premises; and the rental hereunder shall be abated, as hereinafter provided in Section 18 hereof, either, as the case may require, for the period from the occurrence of the damage to the completion of repairs and rebuilding, or for the period ~~from the occurrence of the damage to the effective date of termination.~~

the Lessee would have to pay if it received the electricity directly from the public utility supplying the same; *provided, however*, that, if for any reason any meter fails to record the consumption thereof, the consumption during any such period that the meter is out of service will be considered to be the same as the consumption for a like period immediately before or immediately after the interruption, as selected by the Port Authority; ~~or~~

~~(2) to be paid for by the Lessee at the flat rate of Fifteen Dollars and No Cents ($15.00) a~~ month for each kilowatt (said Fifteen Dollars and No Cents ($15.00) being prorated ~~in the event~~ of a fractional kilowatt) in the total rated wattage of all electrical ~~appliances~~, machines, power units, lights and other devices which are located in or on the ~~premises~~ and are or may be used by the Lessee therein. Such total rated wattage shall ~~be determined~~ by the Port Authority upon an inspection by it of the premises and ~~of the said~~ electrical appliances, machines, power units, lights and other devices. The ~~determination~~ of total rated wattage by the Port Authority shall be conclusive on the ~~Lessee~~, and, once so determined, the total rated wattage shall, for purposes of payment ~~hereunder~~, be deemed to remain constant until changed by the Port Authority after another ~~such inspection, which may be made from time to time at the Port Authority's election.~~

(e) Any charges by the Port Authority for the above service shall be paid for by the Lessee on demand; and the service shall be supplied through existing wires, fixtures, conduits, outlets, pipes, or vents, if any.

(f) If any federal, state, municipal or other governmental body, authority or agency or any public utility assesses, levies, imposes, makes or increases any charge, fee or rent on the Port Authority for any service, system or utility now or in the future supplied to or available to the premises or to any occupants or users thereof or to the structure or building of which the premises form a part (including but not limited to any sewer rent or charge for the use of sewer systems), the Lessee shall, at the option of the Port Authority exercised at any time and from time to time by notice to the Lessee, pay, in accordance with said notice, such charge, fee or rent or increase thereof (or the portion thereof allocated by the Port Authority to the premises or the Lessee's operations hereunder) either directly to the governmental body, authority or agency or to the public utility or directly to the Port Authority.

(g) Notwithstanding that the Port Authority may have agreed to supply a service hereunder to the Lessee, where such service is to be metered or charged for at a flat rate, the Port Authority shall be under no obligation to provide or continue any such service if the Port Authority is prevented by law from submetering or charging a flat rate for such service or has agreed with the supplier of such service not to submeter or charge a flat rate for such service.

(h) The Port Authority shall have the right to discontinue temporarily the supply of any of the above services when necessary or desirable in the opinion of the Port Authority in order to make any repairs, alterations, changes or improvements in the premises or elsewhere in the Terminal including but not limited to all systems for the supply of services.

(i) No failure, delay or interruption in any service or services shall be or shall be construed to be an eviction of the Lessee, shall be grounds for any diminution or abatement of the rentals payable hereunder, or shall constitute grounds for any claim by the Lessee for damages, consequential or otherwise, unless due to the negligence of the Port Authority, its employees or agents. The Lessee shall not be entitled to receive any service or services during any period during which the Lessee shall be in default under any of the provisions of this Agreement.

(j) The Port Authority shall be under no obligation to supply any service or services if and to the extent and during any period that the supplying of any such service or services or the use of any component necessary therefor shall be prohibited or rationed by any federal, state or municipal law, rule, regulation, requirement, order or direction and if the Port Authority deems it in the public interest to comply therewith, even though such law, rule, regulation, requirement, order or direction may not be mandatory on the Port Authority as a public agency.

SECTION 14. *Injury and Damage to Person or Property*

The Port Authority shall not be liable to the Lessee, or to any person, for injury or death to any person or persons whomsoever, or damage to any property whatsoever at any time in the premises or elsewhere in the Terminal, including but not limited to any such injury, death or damage from falling material, water, rain, hail, snow, gas, steam, and/or electricity, whether the same may leak into, or fall, issue, or flow from any part of the Terminal, or from any other place or quarter, unless said damage, injury or death shall be due to the negligence of the Port Authority, its employees or agents.

SECTION 15. *Additional Rent and Charges*

(a) If the Port Authority has paid any sum or sums or has incurred any obligations or expense which the Lessee has agreed to pay or reimburse the Port Authority for, or if the Port Authority is required or elects to pay any sum or sums or incurs any obligations or expense by reason of the failure, neglect or refusal of the Lessee to perform or fulfill any one or more of the conditions, covenants or agreements contained in this Agreement, or as a result of an act or omission of the Lessee contrary to the said conditions, covenants and agreements, the Lessee agrees to pay the sum or sums so paid or the expense so incurred,

therein or to institute any action or proceeding or to assert any claim against such agency or agencies or against the Port Authority for or on account of any such taking, except the possible claim to an award for loss of fixtures, it being understood and agreed between the Port Authority and the Lessee that the Port Authority shall be entitled to all the compensation or awards made or to be made or paid for any such taking, free of any claim or right of the Lessee.

(b) In the event of a taking of the entire premises by any governmental agency or agencies, then this Agreement shall be cancelled and the letting shall, as of the date possession is taken from the Port Authority by such agency or agencies, cease and determine in the same manner and with the same effect as if the term of the letting had on that date expired.

(c) In the event of a taking by any governmental agency or agencies of a part of the premises, then the letting as to such part only shall as of the date possession thereof is taken from the Port Authority by such agency or agencies, cease and determine, and the rentals thereafter to be paid by the Lessee to the Port Authority shall be abated as hereinafter provided in the following Section, from and after the date of such taking.

SECTION 18 *Abatement of Rental*

(a) In the event that the Lessee shall at any time by the provisions of this Agreement become entitled to an abatement of rent, the basic rental set forth in Section 4 hereof shall be abated for the period the abatement is in effect by the same percentage that the part of the area of the premises the use of which is denied to the Lessee is of the total area of the premises.

(b) For the purpose of this Section, the ascertainment of the number of square feet contained in the premises shall be in accordance with the following: Areas of the premises and parts thereof will be computed by measuring from the inside plaster surface of outer building walls to the plaster surface of the corridor side of corridor partitions and to the center of partitions that separate the premises from adjoining rentable area; no deduction will be made for columns, pilasters, or projections necessary to the building or for toilets, porter's closets, and slop sinks used exclusively by the Lessee and contained within the premises. Permanent partitions enclosing elevator shafts, stairs, fire towers, vents, pipe shafts, meter closets, flues, stacks and any vertical shafts have the same relation to rentable area as do outer building walls.

SECTION 19. *Assignment and Sublease*

(a) The Lessee shall not assign, sell, convey, transfer, mortgage, or pledge this Agreement, or the letting, or any part thereof.

(b) The Lessee shall not sublet the premises or any part thereof.

(c) If the Lessee assigns, sells, conveys, transfers, mortgages, pledges or sublets in violation of paragraphs (a) or (b) of this Section or if the premises are occupied by anybody other than the Lessee the Port Authority may collect rent from any assignee, sublessee or anyone who claims a right to this Agreement or letting or who occupies the premises, and shall apply the net amount collected to the basic rental herein reserved; and no such collection shall be deemed a waiver by the Port Authority of the covenants contained in paragraphs (a) and (b) of this Section nor an acceptance by the Port Authority of any such assignee, sublessee, claimant or occupant as Lessee, nor a release of the Lessee by the Port Authority from the further performance by the Lessee of the covenants contained herein.

(d) The Lessee shall not use, or permit any person to use, the premises or any portion thereof, except for the purposes set forth in Section 3 hereof.

SECTION 20. *Termination*

(a) If any one or more of the following events shall occur, that is to say:

(1) The Lessee shall become insolvent, or shall take the benefit of any present or future insolvency statute, or shall make a general assignment for the benefit of creditors, or file a voluntary petition in bankruptcy or a petition or answer seeking an arrangement or its reorganization or the readjustment of its indebtedness under the federal bankruptcy laws or under any other law or statute of the United States or of any State thereof, or consent to the appointment of a receiver, trustee, or liquidator of all or substantially all its property; or

SECTION 21. *Right of Re-entry*

The Port Authority shall, as an additional remedy upon the giving of a notice of termination as provided in Section 20 hereof, have the right to re-enter the premises and every part thereof upon the effective date of termination without further notice of any kind, and may regain and resume possession either with or without the institution of summary or any other legal proceedings or otherwise. Such re-entry, or regaining or resumption of possession, however, shall not in any manner affect, alter or diminish any of the obligations of the Lessee under this Agreement, and shall in no event constitute an acceptance of surrender.

SECTION 22. *Waiver of Redemption*

The Lessee hereby waives any and all rights of redemption, granted by or under any present or future law, arising in the event it is evicted or dispossessed for any cause, or in the event the Port Authority obtains or retains possession of the premises in any lawful manner.

SECTION 23. *Survival of the Obligations of the Lessee*

In the event that the letting shall have been terminated in accordance with a notice of termination as provided in Section 20 hereof, or the interest of the Lessee cancelled pursuant thereto, or in the event that the Port Authority has re-entered, regained or resumed possession of the premises in accordance with the provisions of Section 21 hereof, all the obligations of the Lessee under this Agreement shall survive such termination or cancellation, re-entry, regaining or resumption of possession and shall remain in full force and effect for the full term of this Agreement, and the amount or amounts of damages or deficiency shall become due and payable to the Port Authority to the same extent, at the same time or times and in the same manner as if no termination, cancellation, re-entry, regaining or resumption of possession had taken place. The Port Authority may maintain separate actions each month to recover the damage or deficiency then due or at its option and at any time may sue to recover the full deficiency less the proper discount, for the entire unexpired term.

SECTION 24. *Reletting by the Port Authority*

The Port Authority, upon termination or cancellation pursuant to Section 20 hereof, or upon any re-entry, regaining or resumption of possession pursuant to Section 21 hereof, may occupy the premises or may relet the premises, and shall have the right to permit any person, firm or corporation to enter upon the premises and use the same. Such reletting may be of part only of the premises or of the premises or a part thereof together with other space, and for a period of time the same as or different from the balance of the term hereunder remaining, and on terms and conditions the same as or different from those set forth in this Agreement. The Port Authority shall also, upon termination or cancellation pursuant to the said Section 20, or upon its re-entry, regaining or resumption of possession pursuant to the said Section 21, have the right to repair or to make structural or other changes in the premises, including changes which alter the character of the premises and the suitability thereof for the purposes of the Lessee under this Agreement, without affecting, altering or diminishing the obligations of the Lessee hereunder. In the event either of any reletting or of any actual use and occupancy by the Port Authority (the mere right to use and occupy not being sufficient however) there shall be credited to the account of the Lessee against its survived obligations hereunder any net amount remaining after deducting from the amount actually received from any lessee, licensee, permittee or other occupier in connection with the use of the said premises or portion thereof during the balance of the letting as the same is originally stated in this Agreement, or from the market value of the occupancy of such portion of the premises as the Port Authority may during such period actually use and occupy, all expenses, costs and disbursements incurred or paid by the Port Authority in connection therewith.

SECTION 25. *Remedies to Be Non-exclusive*

All remedies provided in this Agreement shall be deemed cumulative and additional and not in lieu of or exclusive of each other or of any other remedy available to the Port Authority at law or in equity.

Authority except as expressly permitted in this Agreement.

SECTION 33. *Headings*

The section headings and the paragraph headings, if any, are inserted only as a matter of convenience and for reference and in no way define, limit or describe the scope or intent of any provision hereof.

SECTION 34. *Construction and Application of Terms*

(a) Wherever in this Agreement a third person singular neuter pronoun or adjective is used, referring to the Lessee, the same shall be taken and understood to refer to the Lessee, regardless of the actual gender or number thereof.

(b) Whenever in this Agreement, the Lessee is placed under an obligation or covenants to do or to refrain from or is prohibited from doing, or is entitled or privileged to do, any act or thing, the following shall apply:

(1) If the Lessee is a corporation, its obligations shall be performed or its rights or privileges shall be exercised only by its officers and employees; or

(2) If the Lessee is an unincorporated association or a business or "Massachusetts" trust, the obligation shall be that of its members or trustees, as well as of itself, and shall be performed only by its members or trustees, and officers and employees, and the right or privilege shall be exercised only by its members or trustees, and its officers and employees; or

(3) If the Lessee is a copartnership, the obligation shall be that of its partners and shall be performed only by its partners and employees and the rights or privileges shall be exercised only by its partners and employees; or

(4) If the Lessee is an individual, the obligations shall be that of himself (or herself) and shall be performed only by himself (or herself) and his (or her) employees and the right or privilege shall be exercised only by himself (or herself) and his (or her) employees.

(5) None of the privileges of this paragraph (b) shall be taken to alter, amend or diminish any obligation of the Lessee assumed in relation to its invitees, customers, agents, representatives, contractors or other persons, firms or corporations doing business with it.

(c) In the event that more than one individual or other legal entity are the Lessee under this Agreement, then and in that event each and every obligation under this Agreement shall be the joint and several obligation of each such individual or other legal entity.

(d) The Lessee's representative, hereinbefore specified in this Agreement, (or such substitute as the Lessee may hereafter designate in writing) shall have full authority to act for the Lessee in connection with this Agreement and any things done or to be done hereunder, and to execute on the Lessee's behalf any amendments or supplements to this Agreement or any extension thereof.

SECTION 35. *Non-Liability of Individuals*

Neither the Commissioners of the Port Authority nor any of them, nor any officer, agent or employee thereof, shall be charged personally by the Lessee with any liability or held liable to it under any term or provision of this Agreement, or because of its execution or attempted execution, or because of any breach or attempted or alleged breach thereof.

SECTION 36. *Definitions*

The following terms, when used in this Agreement, shall have the respective meanings given below:

(a) "Letting" shall mean the letting under this Agreement for the original term stated herein, and shall include any extensions thereof which may be made pursuant to the provisions of this Agreement.

(b) "Terminal" or "Port Authority Bus Terminal" shall mean the building bounded by 40th and 41st Streets, 8th and 9th Avenues, in the City, County and State of New York.

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BTO 9150 Lease No. BT-G-4

THE PORT OF NEW YORK AUTHORITY
BUS TERMINAL

AGREEMENT OF LEASE

between

THE PORT OF NEW YORK AUTHORITY

and

THE GREYHOUND CORPORATION

Dated as of March 17 19 62

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BTO-9250

Lease No. BT-G-4

THIS AGREEMENT, made as of the seventeenth day of March, 1962, by and between THE PORT OF NEW YORK AUTHORITY (hereinafter called the "Port Authority"), a body corporate and politic, created by Compact between the States of New Jersey and New York, with the consent of the Congress of the United States of America, and having an office at 111 Eighth Avenue, in the Borough of Manhattan, City, County and State of New York, and

THE GREYHOUND CORPORATION

(hereinafter called the "Lessee"), a corporation organized and existing under the laws of the State of Delaware, with an office and place of business at 140 South Dearborn Street, Chicago 3, Illinois, whose representative is the President of Eastern Greyhound Lines Division of The Greyhound Corporation, 1400 West Third Street, Cleveland 13, Ohio;

WITNESSETH THAT:

The Port Authority and the Lessee, for and in consideration of the rents, covenants and agreements hereinafter contained, mutually covenant and agree as follows:

SECTION 1. *Letting*

The Port Authority hereby lets to the Lessee and the Lessee hereby hires and takes from the Port Authority, at the Port Authority Bus Terminal, in the Borough of Manhattan, City, County and State of New York, the space(s) as shown in diagonal hatching on the sketch(s) annexed hereto, made a part hereof and marked "Exhibit A",

together with the fixtures, improvements and other property of the Port Authority located therein or thereon, said space(s), fixtures, improvements and other property of the Port Authority being hereinafter collectively referred to as the "premises".

SECTION 2. *Term*

The term of the letting under this Agreement shall commence on April 1, 1963 and shall, unless sooner terminated, or unless extended, expire on March 31, 1983.

SECTION 3. *Rights of User by the Lessee*

The Lessee shall use the premises for the following purposes only and for no other purpose whatsoever; as a business, administrative and operating office in connection with the Lessee's operations at the Terminal; for performance of dispatch functions and the maintenance of a driver's room. The Lessee shall make no sales of any kind at or from the premises.

SECTION 4. *Basic Rental*

(a) The Lessee agrees to pay to the Port Authority a basic rental for the premises at the rate of Seventeen Thousand Eighty-one Dollars and No Cents ($17,081.00) per annum, payable monthly in advance in equal installments subject to adjustment to the actual square footage of the premises on the commencement date, applying the 1953 Real Estate Board of New York formula for divided floor space and an annual rate of $6.25 per square foot.

(b) If the term of the letting hereunder commences on a date other than the first day of a month or expires or is terminated on a date other than the last day of the month, the basic rental payable for the part of the month during which the letting is in effect shall be computed by prorating the monthly basic rental installment on a daily basis.

SECTION 5. *Governmental Requirements*

(a) The Lessee shall procure all licenses, certificates, permits or other authorization from all governmental authorities having jurisdiction over the operations of the Lessee at the premises which may be necessary for the conduct of its operations.

(b) The Lessee shall promptly observe, comply with and execute the provisions of any and all present and future governmental laws, rules and regulations, requirements, orders and directions which may pertain or apply to the operations of the Lessee on the premises or its occupancy thereof, and the Lessee shall, in accordance with and subject to the provisions of Section 11 hereof, make any and all non-structural improvements, alterations or repairs of the premises that may be required at any time hereafter by any such present or future law, rule, regulation, requirement, order or direction.

(c) The obligation of the Lessee to comply with governmental requirements is provided herein for the purpose of assuring proper safeguards for the protection of persons and property on the premises. Such provision is not to be construed as a submission by the Port Authority to the application to itself of such requirements, or any of them.

SECTION 6. *Rules and Regulations*

The Lessee covenants and agrees to observe and obey (and to compel its officers, members, employees, agents, representatives, contractors, customers, guests, invitees and those doing business with it to observe and obey) the special rules and regulations of the Port Authority for the government of the conduct and operations of the Lessee, a copy of which is attached hereto, made a part hereof and marked "Exhibit R", and such further reasonable rules and regulations as may from time to time during the letting be promulgated by the Port Authority for reasons of safety, health, or preservation of property, or for the maintenance of the good and orderly appearance of the premises and the Terminal. ~~The Port Authority agrees that, except in cases of emergency, it will give notice to the Lessee of every such further rule or regulation adopted by it at least five (5) days before the Lessee shall be required to comply therewith.~~

SECTION 7. *Various Obligations of the Lessee*

(a) The Lessee shall conduct its operations in an orderly and proper manner and so as not to annoy, disturb or be offensive to others at the Terminal. The Lessee shall take all reasonable measures to eliminate vibrations tending to damage the premises and to keep the sound level of its operations as low as possible.

(b) The Lessee shall control the conduct, demeanor and appearance of its officers, members, employeee, agents, representatives, contractors, customers, guests, invitees and those doing business with it, and upon objection from the Port Authority concerning the conduct, demeanor or appearance of any such shall immediately take all steps necessary to remove the cause of the objection.

(c) No garbage, debris or other waste materials (whether solid or liquid) shall be allowed to collect or accumulate in the premises and the Lessee shall be responsible for the removal from the Terminal of all garbage, debris and other waste materials (whether solid or liquid) arising out of its occupancy or use of the premises. The Lessee shall use extreme care when effecting removal of all such waste and in no event shall use any facilities of the Port Authority without its prior consent in writing and shall effect such removal only during such hours and by such means as are prescribed by the Superintendent of the Terminal.

(d) In the event that all or any portion of the premises is required by the Port Authority to comply with any present or future governmental law, rule, regulation, requirement, order or direction, the Port Authority shall give the Lessee notice that all or any such portion of the premises is so required and the Lessee shall deliver all or any such portion of the premises so required on the date specified in such notice and, if the Lessee does not so deliver, the Port Authority may take the same. No such taking or delivery shall

be or be construed to be an eviction of the Lessee or a breach of this Agreement. In the event that the Lessee has received a notice hereunder it shall deliver all or any such portion of the premises so required in the same condition as that required hereunder for the delivery of the premises on the cessation of the letting. In the event of the taking or delivery of all the premises, this Agreement and the letting hereunder shall on the day of such taking or delivery cease and expire as if that day were the date originally stated herein for the expiration of this Agreement; and, in the event of the taking or delivery of any portion of the premises, then, from and after such taking or delivery, such portion of the premises shall cease to be a part of the premises hereunder and there shall be an abatement of rental as hereinafter provided in Section 18.

(e) The Lessee, before closing and leaving the premises at any time for any period, shall close all windows therein and turn off all water taps.

(f) If the Port Authority deems it advisable for security reasons, the Lessee shall provide and its employees shall wear or carry badges or other suitable means of identification which shall be subject to the prior written approval of the Superintendent of the Terminal.

SECTION 8. *Prohibited Acts*

The Lessee shall not; (a) commit any nuisance on the premises, or do or permit to be done anything which may result in the creation or commission of a nuisance on the premises; (b) cause or permit to be caused or produced upon the premises, to permeate the same or to emanate therefrom, any unusual, noxious or objectionable smokes, gases, vapors, or odors; (c) use the premises for lodgings or sleeping purposes or for any immoral purposes; (d) install or use any radio or television set, air conditioning unit or equipment, refrigerator, heating or cooking apparatus in the premises except with the prior written approval of the Port Authority; (e) install window shades or venetian blinds on the windows of the premises unless and until the type and color of same shall have been previously approved in writing by the Port Authority; (f) do or permit to be done anything which may interfere with the effectiveness or accessibility of existing and future utilities systems or portions thereof on the premises or elsewhere at the Terminal, including therein without limitation thereto systems for the supply of heat, water hot and cold, gas, electricity and fuel and for the furnishing of fire-alarm, fire-protection, sprinkler, sewerage, drainage, air-conditioning, telephone, telegraph, tele-register, pneumatic-tube dispatch and inter-communications services, including lines pipes, mains, wires, conduits and equipment connected with or appurtenant to all such systems, nor do or permit to be done anything which may interfere with free access and passage in the premises, elsewhere in the Terminal or in the streets and sidewalks adjacent to the Terminal; (g) do or permit to be done anything which may interfere with the effectiveness or accessibility of elevators or escalators at the Terminal, including lines pipes wires conduits and equipment connected with or appurtenant thereto; (h) overload any floor in the premises; (i) place any furniture, machine or equipment over any expansion or contraction joint unless one end of such furniture, machine or equipment is free to permit expansion or contraction; (j) place any additional lock of any kind upon any window or interior or exterior door in the premises unless a key therefor is delivered to the Port Authority, nor make any change in any existing door or window lock or the mechanism thereof, except with the prior written approval of the Port Authority, and upon the expiration or sooner termination of the letting hereof, the Lessee shall surrender to the Port Authority any and all keys to interior and exterior doors on the premises, whether said keys were furnished to or were otherwise procured by the Lessee, and in the event of the loss of any keys furnished by the Port Authority to the Lessee, the Lessee shall pay to the Port Authority the cost of replacement thereof; (k) do or permit to be done any act or thing upon the premises which will invalidate or conflict with any insurance policies covering the premises or any part thereof or the Terminal, or any part thereof, or which, in the opinion of the Port Authority may constitute an extra-hazardous condition, so as to increase the risks normally attendant upon the operations contemplated by Section 3 hereof, and the Lessee shall promptly observe, comply with and execute the provisions of any and all present and future rules and regulations, requirements, orders and directions of the New York Board of Fire Underwriters, the New York Fire Insurance Exchange, or of any other board or organization exercising or which may exercise similar functions, which may pertain or apply to the operations of the Lessee on the premises, and the Lessee shall, subject to and in accordance with the provisions of Section 11 hereof, make any and all non-structural improvements, alterations or repairs of the premises that may be required at any time hereafter by any such present or future rule, regulation, requirement, order

or direction, and if by reason of any failure on the part of the Lessee to comply with the provisions of this subdivision any insurance rate on the premises or any part thereof, or on the Terminal or any part thereof shall at any time be higher than it otherwise would be then the Lessee shall pay to the Port Authority as an item of additional rental, that part of all insurance premiums paid by the Port Authority which shall have been charged because of such violation or failure by the Lessee.

SECTION 9. *Maintenance and Repair*

(a) The Lessee shall at all times keep the premises in a clean and orderly condition and appearance.

(b) The Lessee shall be responsible for the repair replacement and rebuilding of all or any part of the premises which may be damaged or destroyed by the acts or omissions of the Lessee, its officers members employees agents, representatives, contractors, customers guests, invitees or other persons doing business with it and all or any part of the Terminal other than the premises which may be damaged or destroyed by the acts or omissions of the Lessee's officers, members employees, agents representatives or contractors. All non-structural repair, replacement and rebuilding shall be done by the Lessee and structural repair, replacement and rebuilding may be done by the Port Authority, the cost thereof to be paid by the Lessee on demand.

(c) The Lessee shall take good care of the premises, including therein without limitation thereto, walls partitions floors, ceilings columns, windows, doors glass of every kind, plumbing, heating fire-protection fire-alarm, sewerage, drainage water-supply and electrical systems, including all pipes wires lines conduits equipment and fixtures and shall make all necessary non-structural repairs and replacements, reasonable wear excepted.

(d) In the event the Lessee fails to commence so to make or do non structural repairs, replacements, rebuilding or painting within a period of ten (10) days after notice from the Port Authority so to do, or fails diligently to continue to completion the repair, replacement, rebuilding or painting of all of the premises required to be repaired, replaced, rebuilt or painted by the Lessee under the terms of this Agreement, the Port Authority may, at its option and in addition to any other remedies which may be available to it, repair, replace, rebuild or paint all or any part of the premises included in the said notice, the cost thereof to be paid by the Lessee on demand.

(e) The Lessee shall not lay any linoleum, asphalt tile or other such affixed floor covering in direct contact with the floor of the premises. If the Lessee lays any linoleum, asphalt tile or other such affixed covering on the floor of the premises, an interlining of builder's deadening felt shall first be affixed to the floor with water-soluble paste or other water-soluble material; the use of cement or other adhesive non-soluble in water being expressly prohibited.

~~(f) In the event that, as a result of a casualty insured against by the Port Authority~~ under the New York standard form of fire insurance policy carried by it on the Terminal and/or the premises, the premises are damaged without the fault of the Lessee its officers, members, employees, customers, guests invitees or other persons doing business with it, so as to render them untenantable in whole or part, then

(1) if, in the opinion of the Port Authority, the necessary repairs or rebuilding can be completed within ninety (90) days after the occurrence of the damage, the Port Authority shall repair or rebuild with due diligence, and the rental hereunder shall be abated as hereinafter provided in Section 18 hereof, only for the period from the occurrence of the damage to the completion of the repairs or rebuilding, whether or not the work of repair or rebuilding is actually completed within the said ninety (90) days; or

(2) if, in the opinion of the Port Authority, such repairs or rebuilding cannot be completed within ninety (90) days after the occurrence of the damage, or if, in the opinion of the Port Authority, the entire premises require rebuilding, then the Port Authority shall have options: (i) to proceed with due diligence to repair or to rebuild as necessary; or (ii) to terminate the letting as to the damaged portion of the premises only; or (iii) to cancel this Agreement and terminate the letting as to the entire premises and the rental hereunder shall be abated as hereinafter provided in Section 18 hereof, either, as the case may require, for the period from the occurrence of the damage to the completion of repairs and rebuilding, or for the period ~~from the occurrence of the damage to the effective date of termination.~~

(g) The parties do hereby stipulate that neither the provisions of Section 227 of the Real Property Law of the State of New York nor those of any other similar statute shall extend or apply to this Agreement.

(h) In the event of a partial or total destruction of the premises, the Lessee shall immediately remove any and all of its property and/or debris from the premises or the portion thereof destroyed and if the Lessee does not promptly so remove, the Port Authority may remove such property to a public warehouse for deposit or retain the same in its own possession and sell the same at public auction, the proceeds of which shall be applied first to the expenses of removal, storage and sale, second to any sums owed by the Lessee to the Port Authority, with any balance remaining to be paid to the Lessee; if the expenses of such removal, storage and sale shall exceed the proceeds of sale, the Lessee shall pay such excess to the Port Authority upon demand.

SECTION 10. *Indemnity*

The Lessee shall indemnify and hold harmless the Port Authority, its Commissioners, officers, agents and employees from all claims and demands of third persons including but not limited to those for death, for personal injuries, or for property damages, arising out of the use or occupancy of the premises by the Lessee or out of any of the acts or omissions of the Lessee, its officers, members, employees, agents, representatives, contractors, customers, guests, invitees and other persons doing business with it where such acts or omissions are on the premises or arising out of any acts or omissions of the Lessee, its officers, members, employees, agents and representatives where such acts or omissions are elsewhere at the Terminal.

SECTION 11. *Construction by the Lessee*

The Lessee shall not erect any structures, make any changes, alterations, improvements or do any other construction work on or to the premises, or install any fixtures in or on the premises (other than trade fixtures, removable without injury to the freehold) without the prior written approval of the Port Authority, and in the event any construction, improvement, alteration, modification, addition, repair or replacement is made without such approval, then upon reasonable notice so to do, the Lessee will remove the same, or, at the option of the Port Authority, cause the same to be changed to the satisfaction of the Port Authority. In case of any failure on the part of the Lessee to comply with such notice, the Port Authority may effect the removal or change and the Lessee shall pay the cost thereof to the Port Authority on demand.

SECTION 12. *Signs*

~~(a) Except with the prior written approval of the Port Authority, the Lessee shall not erect, maintain or display any signs or any advertising at or on the exterior parts of the premises or in the premises so as to be visible through the windows or exterior doors thereof.~~

(b) Upon the expiration or termination of the letting, the Lessee shall remove, obliterate or paint out, as the Port Authority may direct, any and all signs and advertising on the premises or elsewhere at the Terminal if pertaining to the Lessee, and in connection therewith shall restore the premises and the Terminal to the same condition as at the commencement of the letting. In the event that there is a failure by the Lessee so to remove, obliterate or paint out each and every sign or advertising and so to restore the premises and the Terminal, the Port Authority may, at its option, perform the necessary work at the expense of the Lessee, and the charge therefor shall be paid by the Lessee to the Port Authority on demand.

SECTION 13. *Services*

(a) The Port Authority shall, without additional charge, furnish heat, to an even and comfortable working temperature, during the months of October to April inclusive, to the Lessee in the premises, during usual working hours on days other than Sundays and legal holidays (as fixed by the laws of the State of New York).

(b) The Port Authority shall, without additional charge, furnish non-exclusive toilet and washroom facilities for the employees of the Lessee.

(c) The Port Authority shall, without additional charge, daily (but not on Saturdays, Sundays and legal holidays (as fixed by the laws of the State of New York)) dust and clean the premises and empty waste paper baskets therein and shall also, without additional charge, periodically clean the windows of the premises but such window cleaning need not be more frequent than once a month.

(d) The Port Authority agrees to sell, furnish and supply to the Lessee in the premises and the Lessee agrees to take and pay the Port Authority for electricity, in reasonable quantities, for illumination (all bulbs to be supplied and installed by the Lessee) and power; said electricity to be 60 cycle, alternating current at 120 volts, to be paid for by the Lessee according to either (at the option of the Port Authority exercisable at any time and from time to time) of the following methods:

(1) to be metered by the Port Authority and to be paid for by the Lessee at the rates which

the Lessee would have to pay if it received the electricity directly from the public utility supplying the same *provided, however* that, if for any reason any meter fails to record the consumption thereof, the consumption during any such period that the meter is out of service will be considered to be the same as the consumption for a like period immediately before or immediately after the interruption, as selected by the Port Authority, ~~or~~

~~(2) to be paid for by the Lessee at the flat rate of Fifteen Dollars and No Cents ($15.00) a~~ month for each kilowatt (said Fifteen Dollars and No Cents ($15.00) being prorated ~~in the event~~ of a fractional kilowatt) in the total rated wattage of all electrical ~~appliances~~, machines, power units, lights and other devices which are located in or on the ~~premises~~ and are or may be used by the Lessee therein. Such total rated wattage shall ~~be determined~~ by the Port Authority upon an inspection by it of the premises and of ~~the said~~ electrical appliances, machines, power units, lights and other devices. The ~~determination~~ of total rated wattage by the Port Authority shall be conclusive on the ~~Lessee~~, and, once so determined, the total rated wattage shall, for purposes of payment ~~hereunder~~, be deemed to remain constant until changed by the Port Authority after another ~~such inspection, which may be made from time to time at the Port Authority's election.~~

(e) Any charges by the Port Authority for the above service shall be paid for by the Lessee on demand, and the service shall be supplied through existing wires, fixtures, conduits, outlets, pipes, or vents, if any.

(f) If any federal, state, municipal or other governmental body, authority or agency or any public utility assesses, levies, imposes, makes or increases any charge, fee or rent on the Port Authority for any service, system or utility now or in the future supplied to or available to the premises or to any occupants or users thereof or to the structure or building of which the premises form a part (including but not limited to any sewer rent or charge for the use of sewer systems), the Lessee shall, at the option of the Port Authority exercised at any time and from time to time by notice to the Lessee, pay, in accordance with said notice, such charge, fee or rent or increase thereof (or the portion thereof allocated by the Port Authority to the premises or the Lessee's operations hereunder) either directly to the governmental body, authority or agency or to the public utility or directly to the Port Authority.

(g) Notwithstanding that the Port Authority may have agreed to supply a service hereunder to the Lessee, where such service is to be metered or charged for at a flat rate, the Port Authority shall be under no obligation to provide or continue any such service if the Port Authority is prevented by law from submetering or charging a flat rate for such service or has agreed with the supplier of such service not to submeter or charge a flat rate for such service.

(h) The Port Authority shall have the right to discontinue temporarily the supply of any of the above services when necessary or desirable in the opinion of the Port Authority in order to make any repairs, alterations, changes or improvements in the premises or elsewhere in the Terminal including but not limited to all systems for the supply of services.

(i) No failure, delay or interruption in any service or services shall be or shall be construed to be an eviction of the Lessee, shall be grounds for any diminution or abatement of the rentals payable hereunder, or shall constitute grounds for any claim by the Lessee for damages, consequential or otherwise, unless due to the negligence of the Port Authority, its employees or agents. The Lessee shall not be entitled to receive any service or services during any period during which the Lessee shall be in default under any of the provisions of this Agreement.

(j) The Port Authority shall be under no obligation to supply any service or services if and to the extent and during any period that the supplying of any such service or services or the use of any component necessary therefor shall be prohibited or rationed by any federal, state or municipal law, rule, regulation, requirement, order or direction and if the Port Authority deems it in the public interest to comply therewith, even though such law, rule, regulation, requirement, order or direction may not be mandatory on the Port Authority as a public agency.

SECTION 14. *Injury and Damage to Person or Property*

The Port Authority shall not be liable to the Lessee, or to any person, for injury or death to any person or persons whomsoever, or damage to any property whatsoever at any time in the premises or elsewhere in the Terminal, including but not limited to any such injury, death or damage from falling material, water, rain, hail, snow, gas, steam, and/or electricity, whether the same may leak into, or fall, issue, or flow from any part of the Terminal, or from any other place or quarter, unless said damage, injury or death shall be due to the negligence of the Port Authority, its employees or agents.

SECTION 15. *Additional Rent and Charges*

(a) If the Port Authority has paid any sum or sums or has incurred any obligations or expense which the Lessee has agreed to pay or reimburse the Port Authority for, or if the Port Authority is required or elects to pay any sum or sums or incurs any obligations or expense by reason of the failure, neglect or refusal of the Lessee to perform or fulfill any one or more of the conditions, covenants or agreements contained in this Agreement, or as a result of an act or omission of the Lessee contrary to the said conditions, covenants and agreements, the Lessee agrees to pay the sum or sums so paid or the expense so incurred,

including all interest costs damages and penalties and the same may be added to any installment of rent thereafter due hereunder and each and every part of the same shall be and become additional rent recoverable by the Port Authority in the same manner and with like remedies as if it were originally a part of the basic rental as set forth in Section 4 hereof

(b) For all purposes under this Section and in any suit action or proceeding of any kind between the parties hereto, any receipt showing any payment of sum or sums by the Port Authority for any work done or material furnished shall be *prima facie* evidence against the Lessee that the amount of such payment was necessary and reasonable Should the Port Authority elect to use its own operating and maintenance staff in making any repairs, replacements and/or alterations and to charge the Lessee with the cost of same any time sheet of any employee of the Port Authority showing hours of labor or work allocated to any such repair replacement and/or alteration or any stock requisition of the Port Authority showing the issuance of materials for use in the performance thereof, shall likewise be *prima facie* evidence against the Lessee that the amount of such charge was necessary and reasonable.

SECTION 16. *Rights of Entry Reserved*

(a) The Port Authority by its officers employees agents representatives and contractors shall have the right at all reasonable times to enter upon the premises for the purpose of inspecting the same for observing the performance by the Lessee of its obligations under this Agreement and for the doing of any act or thing which the Port Authority may be obligated or have the right to do under this Agreement or otherwise

(b) Without limiting the generality of the foregoing the Port Authority by its officers employees representatives and contractors shall have the right for the benefit of the Lessee or for the benefit of others at the Terminal to maintain existing and future utilities systems or portions thereof on the premises including therein without limitation thereto systems for the supply of heat water hot and cold gas electricity and fuel and for the furnishing of fire-alarm fire-protection sprinkler sewerage drainage air-conditioning telephone telegraph tele-register pneumatic-tube dispatch and intercommunications services, and to maintain elevator and escalator systems including lines pipes mains wires conduits and equipment connected with or appurtenant to all such systems and to enter upon the premises at all reasonable times to make such repairs alterations and replacements as may in the opinion of the Port Authority be deemed necessary or advisable and from time to time to construct or install over in under or through the premises new lines pipes mains wires conduits and equipment; and to use the premises for access to other portions of the Terminal not otherwise conveniently accessible *provided, however*, that such repair alteration replacement construction or access shall not unreasonably interfere with the use of the premises by the Lessee

(c) Nothing in this Section shall or shall be construed to impose upon the Port Authority any obligation so to construct or maintain or to make repairs replacements alterations or additions or shall create any liability for any failure so to do

(d) At any time and from time to time during ordinary business hours within the six (6) months next preceding the expiration of the letting the Port Authority by its agents and employees, whether or not accompanied by prospective lessees, occupiers or users of the premises, shall have the right to enter thereon for the purpose of exhibiting and viewing all parts of the same and during such six-month period the Port Authority may place and maintain on the premises the usual "To Let" signs, which signs the Lessee shall permit to remain without molestation

(e) If during the last month of the letting the Lessee shall have removed all or substantially all the Lessee's property from the premises the Port Authority may immediately enter and alter renovate and redecorate the premises.

(f) No abatement of rental shall be claimed by or allowed to the Lessee by reason of the exercise of any or all of the foregoing rights by the Port Authority or others

SECTION 17. *Condemnation*

(a) In any action or proceeding instituted by any governmental agency or agencies for the taking for a public use of any interest in all or any part of the premises the Lessee shall not be entitled to assert any claim to any award or part thereof made or to be made

therein or to institute any action or proceeding or to assert any claim against such agency or agencies or against the Port Authority for or on account of any such taking, except the possible claim to an award for loss of fixtures it being understood and agreed between the Port Authority and the Lessee that the Port Authority shall be entitled to all the compensation or awards made or to be made or paid for any such taking, free of any claim or right of the Lessee.

(b) In the event of a taking of the entire premises by any governmental agency or agencies then this Agreement shall be cancelled and the letting shall, as of the date possession is taken from the Port Authority by such agency or agencies, cease and determine in the same manner and with the same effect as if the term of the letting had on that date expired

(c) In the event of a taking by any governmental agency or agencies of a part of the premises, then the letting as to such part only shall as of the date possession thereof is taken from the Port Authority by such agency or agencies, cease and determine, and the rentals thereafter to be paid by the Lessee to the Port Authority shall be abated as hereinafter provided in the following Section from and after the date of such taking.

SECTION 18 *Abatement of Rental*

(a) In the event that the Lessee shall at any time by the provisions of this Agreement become entitled to an abatement of rent the basic rental set forth in Section 4 hereof shall be abated for the period the abatement is in effect by the same percentage that the part of the area of the premises the use of which is denied to the Lessee is of the total area of the premises

(b) For the purpose of this Section, the ascertainment of the number of square feet contained in the premises shall be in accordance with the following: Areas of the premises and parts thereof will be computed by measuring from the inside plaster surface of outer building walls to the plaster surface of the corridor side of corridor partitions and to the center of partitions that separate the premises from adjoining rentable area, no deduction will be made for columns pilasters, or projections necessary to the building or for toilets, porter's closets and slop sinks used exclusively by the Lessee and contained within the premises Permanent partitions enclosing elevator shafts stairs, fire towers, vents, pipe shafts, meter closets flues stacks and any vertical shafts have the same relation to rentable area as do outer building walls.

SECTION 19. *Assignment and Sublease*

(a) The Lessee shall not assign sell, convey transfer, mortgage or pledge this Agreement or the letting or any part thereof

(b) The Lessee shall not sublet the premises or any part thereof

(c) If the Lessee assigns sells conveys transfers, mortgages pledges or sublets in violation of paragraphs (a) or (b) of this Section or if the premises are occupied by anybody other than the Lessee the Port Authority may collect rent from any assignee, sublessee or anyone who claims a right to this Agreement or letting or who occupies the premises and shall apply the net amount collected to the basic rental herein reserved; and no such collection shall be deemed a waiver by the Port Authority of the covenants contained in paragraphs (a) and (b) of this Section nor an acceptance by the Port Authority of any such assignee, sublessee, claimant or occupant as Lessee, nor a release of the Lessee by the Port Authority from the further performance by the Lessee of the covenants contained herein

(d) The Lessee shall not use or permit any person to use, the premises or any portion thereof except for the purposes set forth in Section 3 hereof.

SECTION 20 *Termination*

(a) If any one or more of the following events shall occur, that is to say:

(1) The Lessee shall become insolvent or shall take the benefit of any present or future insolvency statute or shall make a general assignment for the benefit of creditors or file a voluntary petition in bankruptcy or a petition or answer seeking an arrangement or its reorganization or the readjustment of its indebtedness under the federal bankruptcy laws or under any other law or statute of the United States or of any State thereof or consent to the appointment of a receiver, trustee, or liquidator of all or substantially all its property, or

(2) By order or decree of a court the Lessee shall be adjudged bankrupt or an order shall be made approving a petition filed by any of the creditors or, if the Lessee is a corporation, by any of the stockholders of the Lessee, seeking its reorganization or the readjustment of its indebtedness under the federal bankruptcy laws or under any law or statute of the United States or of any State thereof; or

(3) A petition under any part of the federal bankruptcy laws or an action under any present or future insolvency law or statute shall be filed against the Lessee and shall not be dismissed within ~~thirty (30)~~ days after the filing thereof; or

(4) The letting hereunder or the interest or estate of the Lessee under this Agreement shall be transferred to, pass to or devolve upon, by operation of law or otherwise, any other person, firm or corporation, or

(5) The Lessee, if a corporation, shall, without the prior written approval of the Port Authority, become a possessor or merged corporation in a merger, a constituent corporation in a consolidation, or a corporation in dissolution, or

(6) The Lessee is, or the Lessees collectively are doing business as, or constitute a copartnership, and the said copartnership shall be dissolved as the result of any act or omission of its copartners or any of them, or by operation of law or the order or decree of any court having jurisdiction, or for any other reason whatsoever; or

(7) By or pursuant to, or under authority of any legislative act, resolution or rule, or any order or decree of any court or governmental board, agency or officer having jurisdiction, a receiver, trustee, or liquidator shall take possession or control of all or substantially all the property of the Lessee, and such possession or control shall continue in effect for a period of ~~fifteen (15)~~ days; or

(8) Any lien is filed against the premises because of any act or omission of the Lessee and is not removed within ten (10) days; or

(9) The Lessee shall voluntarily abandon, desert, vacate or discontinue its operations in the premises, or

(10) The Lessee shall fail duly and punctually to pay the rentals or to make any other payment required hereunder when due to the Port Authority; or

(11) The Lessee shall fail to keep, perform and observe each and every other promise, covenant and agreement set forth in this Agreement on its part to be kept, performed, or observed, within ~~ten (10) days~~ after receipt of notice of default thereunder from the Port Authority (except where fulfillment of its obligation requires activity over a period of time, and the Lessee shall have commenced to perform whatever may be required for fulfillment within ten (10) days after receipt of notice and continues such performance without interruption except for causes beyond its control);

then upon the occurrence of any such event or at any time thereafter during the continuance thereof, the Port Authority may by ~~five (5) days'~~ notice terminate the letting, such termination to be effective upon the date specified in such notice. Such right of termination and the exercise thereof shall be and operate as a conditional limitation.

(b) If any of the events enumerated in paragraph (a) of this Section shall occur prior to the letting, the Lessee shall not be entitled to enter into possession of the premises and the Port Authority upon the occurrence of any such event or at any time thereafter during the continuance thereof by twenty-four (24) hours' notice may cancel the interest of the Lessee under this Agreement, such cancellation to be effective upon the date specified in such notice.

(c) No acceptance by the Port Authority of rentals, fees, charges or other payments in whole or in part for any period or periods after a default of any of the terms, covenants and conditions to be performed, kept or observed by the Lessee shall be deemed a waiver of any right on the part of the Port Authority to terminate the letting.

(d) No waiver by the Port Authority of any default on the part of the Lessee in performance of any of the terms, covenants or conditions hereof to be performed, kept or observed by the Lessee shall be or be construed to be a waiver by the Port Authority of any other or subsequent default in performance of any of the said terms, covenants and conditions.

SECTION 21. *Right of Re-entry*

The Port Authority shall, as an additional remedy upon the giving of a notice of termination as provided in Section 20 hereof, have the right to re-enter the premises and every part thereof upon the effective date of termination without further notice of any kind, and may regain and resume possession either with or without the institution of summary or any other legal proceedings or otherwise. Such re-entry, or regaining or resumption of possession, however, shall not in any manner affect, alter or diminish any of the obligations of the Lessee under this Agreement, and shall in no event constitute an acceptance of surrender.

SECTION 22. *Waiver of Redemption*

The Lessee hereby waives any and all rights of redemption, granted by or under any present or future law, arising in the event it is evicted or dispossessed for any cause, or in the event the Port Authority obtains or retains possession of the premises in any lawful manner.

SECTION 23. *Survival of the Obligations of the Lessee*

In the event that the letting shall have been terminated in accordance with a notice of termination as provided in Section 20 hereof, or the interest of the Lessee cancelled pursuant thereto, or in the event that the Port Authority has re-entered, regained or resumed possession of the premises in accordance with the provisions of Section 21 hereof, all the obligations of the Lessee under this Agreement shall survive such termination or cancellation, re-entry, regaining or resumption of possession and shall remain in full force and effect for the full term of this Agreement, and the amount or amounts of damages or deficiency shall become due and payable to the Port Authority to the same extent, at the same time or times and in the same manner as if no termination, cancellation, re-entry, regaining or resumption of possession had taken place. The Port Authority may maintain separate actions each month to recover the damage or deficiency then due or at its option and at any time may sue to recover the full deficiency less the proper discount, for the entire unexpired term.

SECTION 24. *Reletting by the Port Authority*

The Port Authority, upon termination or cancellation pursuant to Section 20 hereof, or upon any re-entry, regaining or resumption of possession pursuant to Section 21 hereof, may occupy the premises or may relet the premises, and shall have the right to permit any person, firm or corporation to enter upon the premises and use the same. Such reletting may be of part only of the premises or of the premises or a part thereof together with other space, and for a period of time the same as or different from the balance of the term hereunder remaining, and on terms and conditions the same as or different from those set forth in this Agreement. The Port Authority shall also, upon termination or cancellation pursuant to the said Section 20, or upon its re-entry, regaining or resumption of possession pursuant to the said Section 21, have the right to repair or to make structural or other changes in the premises, including changes which alter the character of the premises and the suitability thereof for the purposes of the Lessee under this Agreement, without affecting, altering or diminishing the obligations of the Lessee hereunder. In the event either of any reletting or of any actual use and occupancy by the Port Authority (the mere right to use and occupy not being sufficient however) there shall be credited to the account of the Lessee against its survived obligations hereunder any net amount remaining after deducting from the amount actually received from any lessee, licensee, permittee or other occupier in connection with the use of the said premises or portion thereof during the balance of the letting as the same is originally stated in this Agreement, or from the market value of the occupancy of such portion of the premises as the Port Authority may during such period actually use and occupy, all expenses, costs and disbursements incurred or paid by the Port Authority in connection therewith.

SECTION 25. *Remedies to Be Non-exclusive*

All remedies provided in this Agreement shall be deemed cumulative and additional and not in lieu of or exclusive of each other or of any other remedy available to the Port Authority at law or in equity.

SECTION 26. *Surrender*

(a) The Lessee covenants and agrees to yield and deliver peaceably to the Port Authority possession of the premises on the date of the cessation of the letting, whether such cessation be by termination, expiration or otherwise, promptly and in good condition, reasonable wear excepted.

(b) The Lessee shall have the right at any time during the letting to remove its equipment, inventories, removable fixtures and other personal property from the premises. If the Lessee shall fail to remove its property on or before the termination or expiration of the letting, the Port Authority may remove such property to a public warehouse for deposit or retain the same in its own possession, and sell the same at public auction, the proceeds of which shall be applied first to the expenses of removal, storage and sale, second to any sums owed by the Lessee to the Port Authority, with any balance remaining to be paid to the Lessee; if the expenses of such removal, storage and sale shall exceed the proceeds of sale, the Lessee shall pay such excess to the Port Authority upon demand.

SECTION 27. *Acceptance of Surrender of Lease*

No agreement of surrender or to accept a surrender shall be valid unless and until the same shall have been reduced to writing and signed by the duly authorized representatives of the Port Authority and of the Lessee. Except as expressly provided in this Section, neither the doing of, nor any omission to do, any act or thing, by any of the officers, agents or employees of the Port Authority, shall be deemed an acceptance of a surrender of the letting or of this Agreement.

SECTION 28. *Brokerage*

The Lessee represents and warrants that no broker has been concerned in the negotiation of this Agreement and that there is no broker who is or may be entitled to be paid a commission in connection therewith. The Lessee shall indemnify and save harmless the Port Authority of and from any claim for commission or brokerage made by any and all persons, firms or corporations whatsoever for services in connection with the negotiation and execution of this Agreement.

SECTION 29. *Limitation of Rights and Privileges Granted*

No greater rights or privileges with respect to the use of the premises or any part thereof or with respect to the Terminal are granted or intended to be granted to the Lessee by this Agreement, or by any provision thereof, than the rights and privileges expressly granted hereby.

SECTION 30. *Notices*

All notices, requests, consents and approvals required to be given to or by either party shall be in writing, and all such notices and requests shall be personally delivered to the duly designated officer or representative of such party or delivered to the office of such officer or representative during regular business hours, or forwarded to him or to the party at such address by registered mail. The Lessee shall designate an office within the Port of New York District and an officer or representative whose regular place of business is at such office. Until further notice, the Port Authority hereby designates its Executive Director, and the Lessee designates the person named as representative on the first page hereof as their respective officers or representatives upon whom notices and requests may be served, and the Port Authority designates its office at 111 Eighth Avenue, New York 11, New York, and the Lessee designates its office at its address stated on the first page hereof, as their respective offices where notices and requests may be served.

SECTION 31. *Place of Payments*

All payments required of the Lessee by this Agreement shall be made at the office of the Treasurer of the Port Authority, 111 Eighth Avenue, New York 11, New York, or to such other officer or address as may be substituted therefor.

SECTION 32. *Quiet Enjoyment*

The Port Authority covenants and agrees that as long as it remains the owner of the Terminal, the Lessee, upon paying all rentals hereunder and performing all the covenants, conditions and provisions of this Agreement on its part to be performed, shall and may peaceably and quietly have, hold and enjoy the premises free of any act or acts of the Port

Authority except as expressly permitted in this Agreement.

SECTION 33. *Headings*

The section headings and the paragraph headings, if any, are inserted only as a matter of convenience and for reference and in no way define, limit or describe the scope or intent of any provision hereof.

SECTION 34. *Construction and Application of Terms*

(a) Wherever in this Agreement a third person singular neuter pronoun or adjective is used referring to the Lessee, the same shall be taken and understood to refer to the Lessee, regardless of the actual gender or number thereof.

(b) Whenever in this Agreement, the Lessee is placed under an obligation or covenants to do or to refrain from or is prohibited from doing, or is entitled or privileged to do, any act or thing, the following shall apply:

(1) If the Lessee is a corporation, its obligations shall be performed or its rights or privileges shall be exercised only by its officers and employees; or

(2) If the Lessee is an unincorporated association or a business or "Massachusetts" trust, the obligation shall be that of its members or trustees, as well as of itself, and shall be performed only by its members or trustees, and officers and employees, and the right or privilege shall be exercised only by its members or trustees, and its officers and employees, or

(3) If the Lessee is a copartnership, the obligation shall be that of its partners and shall be performed only by its partners and employees and the rights or privileges shall be exercised only by its partners and employees; or

(4) If the Lessee is an individual, the obligations shall be that of himself (or herself) and shall be performed only by himself (or herself) and his (or her) employees and the right or privilege shall be exercised only by himself (or herself) and his (or her) employees.

(5) None of the privileges of this paragraph (b) shall be taken to alter, amend or diminish any obligation of the Lessee assumed in relation to its invitees, customers, agents, representatives, contractors or other persons, firms or corporations doing business with it.

(c) In the event that more than one individual or other legal entity are the Lessee under this Agreement then and in that event each and every obligation under this Agreement shall be the joint and several obligation of each such individual or other legal entity.

(d) The Lessee's representative, hereinbefore specified in this Agreement, (or such substitute as the Lessee may hereafter designate in writing) shall have full authority to act for the Lessee in connection with this Agreement and any things done or to be done hereunder, and to execute on the Lessee's behalf any amendments or supplements to this Agreement or any extension thereof.

SECTION 35. *Non-Liability of Individuals*

Neither the Commissioners of the Port Authority nor any of them, nor any officer, agent or employee thereof, shall be charged personally by the Lessee with any liability or held liable to it under any term or provision of this Agreement, or because of its execution or attempted execution, or because of any breach or attempted or alleged breach thereof.

SECTION 36. *Definitions*

The following terms, when used in this Agreement, shall have the respective meanings given below:

(a) "Letting" shall mean the letting under this Agreement for the original term stated herein, and shall include any extensions thereof which may be made pursuant to the provisions of this Agreement.

(b) "Terminal" or "Port Authority Bus Terminal" shall mean the building bounded by 40th and 41st Streets, 8th and 9th Avenues, in the City, County and State of New York.

SECTION 37. Air Conditioning

The Port Authority agrees to supply to the Lessee in the premises air conditioning sufficient to maintain the premises or any part thereof to a comfortable temperature during such hours as the Lessee may conduct its operations in the premises or such part thereof from May 1 through September 30. If the air conditioning of the premises can be controlled by a mechanism within the premises, the Lessee shall shut off the air conditioning before closing and leaving the premises at any time for a period of more than four (4) hours. The Port Authority shall have the rights of entry specified in Section 16 for the purpose of observing the Lessee's compliance with the provisions of this Section and may lock, seal or install any timing device on or in connection with any air conditioning control mechanism so as to provide that the premises or a part thereof shall only be air conditioned during the hours of operation. During the period that air conditioning is provided, the Lessee will cause all windows to be kept shut at all times and all doors to be kept closed except when being used for access to the premises.

SECTION 38. Prior Entry for Construction

Not sooner than September 5, 1962, the Lessee may enter upon and occupy the premises, for the purpose only of preparing them for its occupancy under this Agreement, including performing the work of construction and installation of equipment. Such entry upon and use of the premises, and all work of construction and installation, shall be under and in accordance with all the terms, provisions, covenants and conditions of this Agreement except for the provisions regarding the payment of rental and the purposes of the letting, and under all the terms and provisions of an alteration permit or permits to be entered into between the Port Authority and the Lessee prior to the commencement of any work whatsoever. No work shall be done until approval thereof on behalf of the Port Authority shall have been secured. If completion of the work of construction and installation is delayed beyond April 1, 1963 by causes beyond the Lessee's control, including any labor trouble, the commencement date of the letting and the commencement of rental shall be postponed if the Lessee has diligently performed and shall continue diligently to perform the work; but notwithstanding any delay in completion from any cause whatsoever, the letting and the rental shall commence in any event no later than October 1, 1963.

SECTION 39. Postponement

(a) The Port Authority shall use due diligence in preparing the premises for use by the Lessee, and in making the same vacant and available on the commencement date of the letting under this Agreement. However, if the Terminal or the premises shall not be ready for use by the Lessee on such date, by reason of the fact that the user thereof has not removed therefrom, or that it has not been feasible for the Port Authority to relocate such user, or by reason of any cause or condition beyond the control of the Port Authority, the Port Authority shall not be subject to any liability for the failure to make the premises available on the said date.

(b) If prior to the commencement date of the letting, the Port Authority believes that the premises will not be available on such date, the Port Authority will so notify the Lessee, such notification to be a notice of six (6) months, if feasible, or a notice of lesser duration dependent on facts then known to the Port Authority. If the factual situation on which the Port Authority has premised a notice changes, subsequent notice or notices may be given subject to the requirements of this Section. However, if the premises are not made available for use by the Lessee on or before a date six (6) months after the commencement date of the letting as set forth in this Agreement, then this Agreement shall be deemed canceled, except that each party shall and does hereby release the other party of and from any and all claims or demands based on this Agreement or on a breach or alleged breach thereof. Unless sooner terminated, the expiration date of the letting shall be postponed from the expiration date stated in this Agreement for the same period that the commencement date of the letting shall be postponed hereunder, if at all.

SECTION 40. Adjustments

All rental rates, fees and charges under this Agreement shall be adjusted as set forth in a schedule hereto attached, hereby made a part hereof and marked "Exhibit J"; provided, however, that no rentals, fees or charges computed through application of the said schedule shall become effective if they would be lower than the same rentals, fees and charges as originally set forth in this Agreement.

SECTION 41. Administrative Recourse

(a) The parties agree that their contractual relationship shall be governed and determined by all the terms, conditions and provisions of this Agreement. However, in view of the substantial duration and the comprehensiveness of the Agreement, it may be anticipated that from time to time the Lessee will deem some action or proposed action of the Port Authority thereunder to be unwarranted or improper. To the end that the Lessee may have an opportunity to present its views and arguments with reference to any such action, on all administrative levels of the Port Authority, the following procedure is formulated and agreed upon: as soon as any matter is brought to the attention of or known to any management personnel of the Lessee (including its terminal manager and its chief dispatcher), the Lessee's New York Regional Manager within ten days of knowledge to such personnel, may request discussion of the matter with the Manager of the Bus Terminal, who shall then discuss the matter at a time fixed by mutual agreement, but not later than ten days after the request. If the Manager of the Bus Terminal does not agree with the position of the said New York Regional Manager, then within twenty days after such initial request, the President of Eastern Greyhound Lines may request such discussion with the Director of Terminals of the Port Authority, who shall then discuss the matter at a time fixed by mutual agreement, but not later than ten days after the request from the said President. If the Director of Terminals of the Port Authority does not agree with the position of the said President, the President of The Greyhound Corporation may request such discussion with the Executive Director of the Port Authority, at a time fixed by mutual agreement, but not later than ten days after the request. In the absence of other agreement, no such discussion by the President and Executive Director shall extend beyond two weeks.

(b) The Port Authority will not take action under subparagraph (11) of paragraph (a) of Section 20 of this Agreement during the pendency of the above discussions.

(c) If any of the official positions referred to above shall be abolished or its duties substantially changed, the substitute position having substantially the same duties shall be deemed to have been referred to herein, or, if any of the said positions shall be vacant, the person performing substantially the same duties shall be deemed to be the incumbent of the said position, provided, however, that the discussions referred to shall be held by the incumbents of the positions named unless such incumbents are out of the United States.

Section 42. Amendments

Prior to the execution of this Agreement by either the Port Authority or the Lessee, the following changes were made in the Agreement, which it shall not be necessary physically to indicate:

(a) The final sentence of Section 6 was deleted and the following sentences were substituted in lieu thereof:

"The Port Authority agrees that except in cases of emergency it shall give notice to the Lessee of every rule or regulation hereafter adopted by it, at least ten (10) days, exclusive of Saturdays, Sundays and holidays, before the Lessee shall be required to comply therewith. The Lessee shall have the right to present its comments and objections with regard to any such rule or regulation hereafter adopted, in writing to the Port Authority. The Lessee shall use its best efforts to require its passengers, guests, invitees and others doing business with it to observe and comply with the said rules and regulations, as supplemented and amended."

(b) The word "reasonably" shall be deemed to have been inserted in the final clause of paragraph (b) of Section 7, between the word "steps" and the word "necessary".

(c) Paragraph (f) of Section 9 was deleted and the following was substituted in lieu thereof:

"(f) In the event that the premises are damaged at any time subsequent to the execution of this Agreement, without fault on the part of the Lessee or of any other for whose acts or omissions the Lessee is responsible under paragraph (b) of this Section 9, so as to render the premises unusable in whole or in part, then the Port Authority shall repair or rebuild the premises with due diligence; but if any portion of the Terminal other than the premises is so damaged, together with any part of the premises, then the Port Authority shall have an option either to proceed with due diligence to make the necessary repairs and to do the necessary rebuilding or to terminate the letting under this Agreement; its election under this option shall be communicated to the Lessee within sixty (60) days after the date of such damage; if more than half the usable area of the premises has been destroyed, and the Port Authority elects to repair or rebuild, and states that the repair or rebuilding will require more than nine (9) months' time, then the Lessee shall have an option to terminate the letting under this Agreement by notice given within fifteen (15) days after notice of the Port Authority's election. The rental hereunder shall be abated as provided in Section 18 for the period from the occurrence of the damage to the completion of repairs and rebuilding or to the effective date of termination, as the case may require."

(d) Paragraph (a) of Section 12 of this Agreement was deleted and the following was substituted in lieu thereof:

"(a) Except as required by law or governmental regulation and except with the consent of the Port Authority, the Lessee shall not erect, maintain or display any signs or any advertising at or on the exterior parts of the premises or in the premises so as to be visible through the windows or exterior doors thereof."

(e) The Port Authority agrees to sell, furnish and supply to the Lessee in the premises, and the Lessee agrees to take and pay the Port Authority for, cold water in reasonable quantities, of the character furnished by the municipality supplying the same in the vicinity, and hot water in reasonable quantities, at approximately the temperature hereinbelow stated. The provisions of Section 13 shall apply as if the supply of hot and cold water were set forth in paragraph (d) of Section 13. Hot and cold water shall be charged for as metered, through meters to be provided by the Port Authority, at the following rates:

Cold Water: 110% of the cost if the Lessee purchased the same directly from the supplier;

Hot Water, at F. 120° to 140°: $20 per 1,000 cu. ft.

(f) The phrase "during usual working hours on days other than Sundays and legal holidays (as fixed by the laws of the State of New York)" was deleted from paragraph (a) of Section 13.

(g) A merger or consolidation shall not be a default under subparagraph (5) of paragraph (a) of Section 20 of this Agreement if it does not diminish the net worth of the Lessee by more than ten percent (10%).

(h) The word and figure "thirty (30)" appearing in subparagraph (3) of paragraph (a) of the said Section 20 were deleted and the word and figure "sixty (60)" were substituted in lieu thereof; the word and figure "fifteen (15)" appearing in subparagraph (7) of the said paragraph (a) were deleted and the word and figure "thirty (30)" were substituted in lieu thereof; the word and figure "ten (10)" appearing in the third line of subparagraph (11) of the said paragraph (a) were deleted, and the word and figure "twenty (20)" were substituted in lieu thereof; and the word and figure "five (5)" appearing in the last part of the said paragraph (a) were deleted and the word and figure "thirty (30)" were substituted in lieu thereof.

SECTION 43. Special Termination Rights

(a) The Port Authority and the Lessee, contemporaneously with the making of this Agreement but as of March 14, 1962, have entered into an agreement (hereinafter called "the License Agreement") under which the Lessee, as the Carrier thereunder, is licensed to operate buses to and from the Terminal. In the event the Port Authority shall terminate the License Agreement under Section 16 thereof, the Port Authority shall have the right to terminate the letting under this Agreement by ten (10) days' notice and the same shall be considered to be a termination under Section 20 of this Agreement.

(b) In the event of termination of the License Agreement under Sections 12, 13 or 20 thereof, relating to casualty, labor troubles and condemnation, the Port Authority and the Lessee shall each have the right to terminate the letting under this Agreement by ten (10) days' notice to the other, such termination to be effective as if the effective date thereof were the date of expiration of the letting hereunder.

(c) In the event of cancellation of the License Agreement under Section 22 thereof, then the Port Authority and the Lessee shall each have the right to terminate the letting under this Agreement, and in such event each party shall and does hereby release the other party of and from any and all claims and demands based on this Agreement, or on a breach or alleged breach thereof.

(d) No right of termination under this Section may be exercised more than thirty (30) days after the effective date of the particular termination or cancellation of the License Agreement referred to in the above subdivisions (a), (b) and (c).

SECTION 44. Entire Agreement

This Agreement consists of the following: Sections numbered 1 through 44, appearing on pages numbered 1 through 19, and the attached exhibits. It constitutes the entire agreement of the Port Authority and the Lessee on the subject matter and

may not be changed, modified, discharged or extended except by written instrument duly executed by the Port Authority and the Lessee. The Lessee agrees that no representations or warranties shall be binding upon the Port Authority unless expressed in writing in this Agreement.

IN WITNESS WHEREOF, the Port Authority and the Lessee have executed these presents the 17th day of May, 1962.

ATTEST:

Joseph Blatty
Secretary

THE PORT OF NEW YORK AUTHORITY

By S. Vanderbilt

(Title) Chairman of Board

(Seal)

ATTEST:

Merrill Bennington
Secretary

THE GREYHOUND CORPORATION

By G. C. Gardley

(Title) President

(Corporate Seal)

EXHIBIT J

FEE AND CHARGE ADJUSTMENTS

(1) (a) All fees and charges payable by the Carrier to the Port Authority under this Agreement will be increased by amounts to be determined as set forth below, based on the percentage of increase of the average hourly labor rates and costs to the Port Authority for the personnel categories hereinafter set forth, the increase being based on costs computed as of December 31, 1960. Increases of fees and charges will be effective January 1 of 1968, 1973 and 1978, being prospective for each of the five-year periods commencing on January 1, 1968 and on January 1, 1973, and for the longer period commencing January 1, 1978. The percentage of increase shall be computed on the basis of full hourly wage and salary rates and costs, and such rates and costs shall include fringe benefits as hereinafter referred to.

(b) Increases in those fees and charges which are expressed in the Agreement in sums of money shall be based on the increases of the full hourly wage and salary rates and costs computed effective December 31 of 1967, 1972 and 1977, as compared with the full hourly wage and salary rates and costs computed as of December 31, 1960. Increases in the fees and charges which are expressed in the Agreement as applications of percentages shall be based on the excess, if any, of the increases of the full hourly wage and salary rates and costs computed effective December 31 of 1967, 1972 and 1977, as compared with the full hourly wage and salary rates and costs computed as of December 31, 1960, over the percentage increase in fares, if any, in each of the same periods; such excess shall be applied to the net percentage figure (which shall be, in the case of the percentage figure set forth in Section 14(a)(4) of the License Agreement, that figure as reduced by operation of the provisions of Section 33(b) of the License Agreement) used to compute the sums receivable by the Port Authority. In computing the percentage increase in labor costs, individual increases or decreases of full hourly wage and salary rates and costs for each of the personnel categories will be computed, and the resulting percentages will be averaged to arrive at the final percentage figure. All percentages used in computation hereunder will be expressed to the nearest 1/10 of 1%, and wage and salary rates and costs will be expressed to the nearest cent.

The percentage increase in fares shall be the percentage by which the sum of the regular adult one-way fares (according to the published tariffs of The Greyhound Corporation) from New York, New York to the destination points named below in effect on December 31, 1960 is exceeded by the sum of the same fares in effect on December 31, 1967, 1972 and 1977, as the case may require: Chicago, Ill., Detroit, Mich., Miami, Fla., New Orleans, La., Norfolk, Va., St. Louis, Mo., and San Francisco, Cal.

(2) The personnel categories used in computing the full hourly wage and salary costs and expenses shall be the following: Police Officer, Lobby Information Agent I, Baggage Man I, Red Cap, Building Attendant I, Watch Engineer (air-conditioning and heating), Electrician I, Clerk I. If any of the job titles set forth above shall be changed, the new job title shall be deemed to have been substituted therefor; however, in any substitution or change the essence of the personnel category, as evidenced by the description of its duties, shall be controlling, rather than the job title, and if the functions of the job are abolished, the job title shall be eliminated from the personnel categories used. The wage and salary rates used in computations hereunder shall be the starting wage or salary for each personnel category.

(3) The fringe benefits shall include payments by the Port Authority to the New York State Employees' Retirement System, Federal Old Age Disability and Survivors' Insurance System, net premiums (i.e., premiums less dividends) for group health, major medical and life insurance programs, premiums for workmen's compensation insurance, plus any other payments made by the Port Authority for any other employee-benefit programs in existence from time to time, whether such additional programs have been instituted by the Port Authority voluntarily, by contract or pursuant to law. There shall also be included in fringe benefits any amounts paid into, reserved or set aside for self-insurance funds for benefits as referred to above.

(4) To include fringe benefits in the full hourly wage and salary rate and costs, the salary or wage rate shall be increased by a percentage which shall be equivalent to the percentage by which fringe-benefit costs and expenses enlarge the cost of all Port Authority wages and salaries constituting the basis for fringe benefits.

(5) On April 30 in 1968, in 1973 and in 1978, the Port Authority will render to the Carrier a statement setting forth starting wage and salary rates for the relevant personnel categories and data covering computation of fringe benefits. To the extent that data is available and accounting procedures permit, fringe benefits will be set forth in terms of cost and expense to the Port Authority for the next preceding calendar year. However, if such data cannot readily be developed, components of cost entering into the computation of fringe benefits for the latest preceding twelve-month period for which data is available will be used.

(6) There are attached hereto a schedule showing computations based on presently existing procedures and accounting practices of the Port Authority and a schedule of the fares in effect on December 31, 1960 to the named points.

(7) In the event this shall be attached to and become part of a lease, the word "Carrier" herein shall be deemed to mean "Lessee", and rentals payable under such lease shall be deemed included in "fees and charges".

SCHEDULE OF COMPUTATIONS OF HOURLY LABOR COSTS AS OF DECEMBER 31, 1960

Job Title	1 Number of hours normally paid for in a 2-week period	2 Bi-weekly Salary as of December 31, 1960	3 Net Cost of Fringe Benefits as a percentage of Payroll (see ff.p.)	4 Column 2 increased by percentage in Column 3	5* Column 4 divided by Column 1
Police Officer	80	$192.00	19.1%	$228.67	$2.86
Watch Engineer (Air Conditioning & Heating)	80	$219.00	12.2%	$245.72	$3.07
Electrician I	80	$199.00	12.2%	$223.28	$2.79
Lobby Information Agent I	80	$173.00	12.2%	$194.11	$2.43
Baggage Man I	80	$150.00	12.2%	$168.30	$2.10
Building Attendant I	80	$143.00	12.2%	$160.45	$2.01
Red Cap	80	$120.00	12.2%	$134.64	$1.68
Clerk I	72-1/2	$124.00	12.2%	$139.13	$1.92

* The figures in Column 5 constitute the full hourly wage and salary rates and costs as of December 31, 1960.

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COMPUTATIONS OF FRINGE BENEFITS FOR YEAR ENDING DECEMBER 31, 1960

Fringe Benefit	Net Cost to Port Authority	Payroll Base	Net Cost as a Percentage of Payroll
N.Y. State Retirement System - Police only	$ 944,997(a)	$ 5,908,448(c)	16.0%
N.Y. State Retirement System - All employees except police	$1,923,446(a)	$ 21,132,746(c)	9.1%
Federal Old Age, Disability and Survivors' Insurance	$ 573,620(b)	$ 33,762,408(d)	1.7%
Blue Cross and Blue Shield Health Insurance	$ 264,637(f)	$ 28,514,597(g)	0.9%
Major Medical Health Insurance	$ 6,281(b)	$ 32,605,913(e)	0.0%
Life Insurance	$ 2,147(b)	$ 32,605,913(e)	0.0%
Workmen's Compensation Insurance	$ 173,696(b)	$ 33,762,408(d)	0.5%
		Total for Police Employees	19.1%
		Total for all Employees except Police	12.2%

Notes:

(a) Bill received May 15, 1960 for 12-month period ending March 31, 1959.
(b) Net cost to Port Authority for calendar year 1960.
(c) Aggregate of annual salary rates of permanent employees on payroll as of March 31, 1959.
(d) Total payroll of all employees for calendar year 1960.
(e) Total payroll of all employees except temporary personnel for calendar year 1960.
(f) Net cost to Port Authority for calendar year 1959.
(g) Total payroll of all employees except temporary personnel for calendar year 1959.

BT-G 33062

SCHEDULE OF FARES

The regular adult one-way fares in effect on December 31, 1960 (according to the published tariffs of The Greyhound Corporation) from New York, New York to the destination points named in paragraph (1) (b) of this Exhibit J are as follows:

Destination Point	Fare
CHICAGO, ILLINOIS	$ 25.95
DETROIT, MICHIGAN	21.30
MIAMI, FLORIDA	35.35
NEW ORLEANS, LOUISIANA	36.45
NORFOLK, VIRGINIA	11.20
ST. LOUIS, MISSOURI	28.45
SAN FRANCISCO, CALIFORNIA	76.20
Sum of Fares	$234.90

EXHIBIT R

SPECIAL RULES AND REGULATIONS

1. The Occupant shall use the common areas in the Terminal, including without limiting the generality thereof, all entrances, exits, passages, halls, corridors, courts, vestibules, stairways and elevators, solely for purposes of ingress and egress to and from its space and the Occupant shall not cause any obstruction of or loiter in any such common areas.

2. The Occupant shall not enter upon any court or roof area (including parking area) unless specifically so authorized by lease, permit, license or other agreement with the Port Authority.

3. No fixtures, equipment, furnishings or bulky merchandise, including without limiting the generality thereof desks, chairs, tables, safes, cabinets, shelves, business machines, fans or floor coverings shall be moved to or from the Occupant's space except during such hours as may be prescribed by the Superintendent of the Terminal. In no event will permission be granted by the said Superintendent unless the person employed or under contract to perform such moving is competent and responsible and twenty-four (24) hours' notice of the Occupant's desire to have such moving performed has been given in writing to the said Superintendent.

4. The Occupant shall not mark, drill into, paint or in any way deface any part of the Terminal.

5. The Occupant shall not cover or obstruct in any way, windows, doorways or other openings which admit light or air into the Terminal and there shall not be any cleaning of windows from outside the building.

6. The Occupant shall not place any parcel, bottle or other article on the exterior part of any window sill in the Terminal.

7. The Occupant shall not use any wash bowl, toilet, slop sink or drain, whether located in its space or elsewhere in the Terminal, for any purpose other than those for which it was designed and manufactured, and in no event shall the Occupant dispose or attempt to dispose of thereby any improper articles or substances (whether solid or liquid), including without limiting the generality thereof garbage, refuse, sweepings, rubbish, rags, ashes or litter.

8. The Occupant shall not drop or throw anything from or out of any window in the Terminal and shall not drop or throw anything into any ventilating or elevator shaftway, stairwell or other opening in the Terminal.

9. The Occupant shall not employ or contract for any person to perform general cleaning, janitorial service, window cleaning, extermination or other like service in the Terminal, unless advance notice in writing is given to the Superintendent of the Terminal as to who the proposed person is and said person is competent and responsible.

10. The Occupant shall not canvass, peddle or solicit funds in the Terminal.

11. No animals or pets of any kind whatsoever shall be brought into or kept in the Occupant's space or other part of the Terminal.

12. During such days and hours as the Terminal may not be fully open for business such as Sundays, Saturdays, holidays, late hours of the night and early hours of the morning, the Occupant shall, when entering or leaving the Terminal, if requested by a Port Authority representative, exhibit such authorization or means of identification as may from time to time be prescribed by the Port Authority or as may meet with the approval of such representative.

13. The Occupant shall not directly request any Port Authority employee to do any work or perform any service for it, but shall make all such requests to the Office of the Superintendent of the Terminal.

14. All obligations under these Rules and Regulations shall apply not only to the Occupant, but also to the Occupant's officers, members, employees, agents, representatives, contractors, customers, guests, invitees and others doing business with it and the Occupant shall require and be responsible for compliance herewith by all such persons.

15. As used in these Rules and Regulations, the following terms shall have the respective meanings given below:

(a) "Occupant" shall mean a lessee, permittee or licensee of the Port Authority at the Terminal.

(b) "Space" shall mean any area in the Terminal which an Occupant, as herein defined, has the right or privilege to use or occupy exclusively pursuant to a lease, permit, license or permission from the Port Authority.

(c) "Superintendent of the Terminal" shall mean the person or persons from time to time designated by the Port Authority to exercise the powers and functions vested in the said Superintendent pursuant to these Rules and Regulations; but until further notice from the Port Authority, it shall mean the Superintendent (or the Acting Superintendent) of the Terminal for the time being or his duly designated representative or representatives.

BTG

STATE OF NEW YORK }
COUNTY OF NEW YORK } ss.

On the 17th day of May, 1962, before me personally came S. Sloan Colt, to me known, who, being by me duly sworn, did depose and say that he resides at

that he is the Chairman of the Board of The Port of New York Authority, one of the corporations described in and which executed the foregoing instrument; that he knows the seal of the said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed by order of the Board of Commissioners of the said corporation; and that he signed his name thereto by like order.

Mildred B. Bruno
(notarial seal and stamp)

MILDRED B. BRUNO
NOTARY PUBLIC, State of New York
No. 30-5437325
Qualified in Nassau County
Cert. filed in New York County
Commission Expires March 30, 1964

STATE OF NEW YORK }
COUNTY OF NEW YORK } ss.

On the 17th day of May, 1962, before me personally came M. C. Frailey to me known, who, being by me duly sworn, did depose and say that he resides at

that he is the President of The Greyhound Corporation, one of the corporations described in and which executed the foregoing instrument; that he knows the seal of the said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of the said corporation; and that he signed his name thereto by like order.

Mildred B. Bruno
(notarial seal and stamp)

MILDRED B. BRUNO
NOTARY PUBLIC, State of New York
No. 30-5437325
Qualified in Nassau County
Cert. filed in New York County
Commission Expires March 30, 1964

54

Lease No. BT-G-4
Supplement No. 2

SUPPLEMENTAL AGREEMENT

THIS AGREEMENT, made as of February 21, 1963, by and between THE PORT OF NEW YORK AUTHORITY (hereinafter called "the Port Authority") and THE GREYHOUND CORPORATION (hereinafter called "the Lessee"),

WITNESSETH, That:

WHEREAS, heretofore and as of March 17, 1962 the Port Authority and the Lessee entered into an agreement of lease covering premises at the Port Authority Bus Terminal, in the Borough of Manhattan, in the City, County and State of New York, as more particularly described therein, the said agreement of lease, as the same may have been heretofore amended, modified and supplemented, including without limitation thereto amendments made by a letter agreement under date of April 10, 1962 and by a letter agreement under date of November 19, 1962, is hereinafter called "the Lease"; and

WHEREAS, the Port Authority and the Lessee desire to amend the Lease;

NOW, THEREFORE, for and in consideration of the premises and of the covenants and agreements hereinafter contained, the Port Authority and the Lessee hereby agree as follows:

1. The Port Authority shall have the right to arrange for, install and operate, by contractors or others, telephone pay-stations in the premises, and to provide for the use and servicing thereof, and no action hereunder shall be or be deemed to be a breach of Section 32 of the Lease or of any other of the obligations of the Port Authority under the Lease, nor shall any such use or operation be or be deemed to be an eviction, partial or otherwise, of the Lessee. Upon reasonable notice from the Lessee however, the Port Authority will, to the extent permitted by its agreement with the telephone company, increase or reduce the number of telephone pay stations installed in the premises under the provisions of this Agreement, No part of the receipts or revenues from any of the said stations shall be payable to the Lessee nor shall any diminution or reduction of rental be made account thereof.

2. As hereby amended, all the terms, provisions, covenants and conditions of the Lease shall continue in full force and effect.

54

Lease No. BT-G-4
Supplement No. 1

SUPPLEMENTAL AGREEMENT

THIS AGREEMENT, made as of July 16, 1962, by and between THE PORT OF NEW YORK AUTHORITY (hereinafter called "the Port Authority") and THE GREYHOUND CORPORATION (hereinafter called "the Lessee"),

WITNESSETH, That:

WHEREAS, heretofore and as of March 17, 1962, the Port Authority and the Lessee entered into an agreement of Lease (hereinafter, as the same may have been heretofore amended, modified and supplemented, called "the Lease"), covering premises at the Port Authority Bus Terminal in the Borough of Manhattan, as more particularly described in the Lease; and

WHEREAS, the Port Authority and the Lessee desire to change the premises under the Lease, possession of the same having not yet been taken by the Lessee;

NOW, THEREFORE, for and in consideration of the premises and of the covenants and agreements herein contained, the Port Authority and the Lessee hereby agree as follows:

1. From and after the effective date of this Agreement, the premises under the Lease shall be, in lieu of the premises shown on Exhibit A to the Lease, the space at the Port Authority Bus Terminal shown in diagonal hatching on the sketch hereto attached, hereby made a part hereof and marked "Exhibit A-1".

2. Notwithstanding the fact that the area of the premises as shown on Exhibit A-1 is increased over the area shown on Exhibit A, there shall be no additional basic rental on account of such increase. The provision in paragraph (a) of Section 4 of the Lease for adjustment shall be inoperative, and the Lessee shall pay to the Port Authority a basic rental for the premises under the Lease at the annual rate of Seventeen Thousand Eighty-one Dollars and No Cents ($17,081.00), payable throughout the term of the letting in equal monthly installments in advance on the first day of each calendar month, subject to adjustment as provided in Section 40 of the Lease and Exhibit J thereto.

3. Without altering or amending the provisions of Section 12 of the Lease, the Lessee agrees that it will not affix any lettering, insignia or advertising material of any type on the exterior of any of the perimeter walls of the premises except such walls as are common to the premises and other premises occupied by the Lessee under agreement with the Port Authority; provided, however, that, as from time to time approved by the Port Authority, the Lessee may affix lettering and insignia to the doors only. In the event that any portion or portions of any of the perimeter walls is made of glass, or of any other transparent substance, no such portion shall be used as a show or display window, whether of a temporary or permanent character. Interior partition walls forming enclosures in the premises north of column line HJ and west of column line 4 shall be made of non-transparent material.

4. As hereby amended, all the terms, provisions, covenants and conditions of the Lease shall continue in full force and effect.

5. The Lessee represents and warrants that no broker has been concerned in the negotiation of this Supplemental Agreement and that there is no broker who is or may be entitled to be paid a commission in connection therewith. The Lessee shall indemnify and save harmless the Port Authority of and from all claims for commission or brokerage made by any and all persons, firms or corporations whatsoever for services in connection with the negotiation and execution of this Supplemental Agreement.

6. Neither the Commissioners of the Port Authority nor any of them, nor any officer, agent or employee thereof, shall be charged personally by the Lessee with any liability, or held liable to the Lessee under any term or provision of this Supplemental Agreement, or because of its execution or attempted execution, or because of any breach, or attempted or alleged breach thereof.

7. This Supplemental Agreement, together with the Lease, (to which it is supplementary) constitutes the entire agreement between the Port Authority and the Lessee on the subject matter, and may not be changed, modified, discharged or extended except by instrument in writing duly executed

on behalf of both the Port Authority and the Lessee. The Lessee agrees that no representations or warranties shall be binding upon the Port Authority unless expressed in writing in the Lease or in this Supplemental Agreement.

IN WITNESS WHEREOF, the Port Authority and the Lessee have executed these presents as of the date first above written.

ATTEST:

ASSISTANT SECRETARY

THE PORT OF NEW YORK AUTHORITY

By

(Title) DIRECTOR, TERMINALS DEPARTMENT

(seal)

ATTEST:

Assistant Secretary

THE GREYHOUND CORPORATION
(Eastern Greyhound Lines Division)

By R. F. Shaffer

(Title) President

(corporate seal)

APPROVED FOR TRANSMITTAL	
FORM	TERMS
JAS by	

MLPF 92955 Ack., N.Y.

STATE OF NEW YORK
COUNTY OF NEW YORK } ss.

On the 1 day of October, 19 62, before me personally came P Dawson to me known, who, being by me duly sworn, did depose and say that he resides ; that he is the Director of Terminals of The Port of New York Authority, (one of) the corporations described in and which executed the foregoing instrument; that he knows the seal of the said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed by order of the Board of Commissioners of the said corporation; and that he signed his name thereto by like order.

Bernice Rothberg
(notarial seal and stamp)

BERNICE ROTHBERG
NOTARY PUBLIC, State of New York
No. 41-3374845 QUEENS County
Term expires March 30, 1963

STATE OF OHIO
COUNTY OF CAYUHOGA } ss.

On the 11th day of September, 19 62, before me personally came R. F. Shaffer to me known, who, being by me duly sworn, did depose and say that he resides ; that he is the President of Eastern Greyhound Lines Division The Greyhound Corporation, one of the corporations described in and which executed the foregoing instrument; that he knows the seal of the said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of the said corporation; and that he signed his name thereto by like order.

Notary signature — Arthur J. Kuehny
(notarial seal and stamp)

ARTHUR J. KUEHNY, Notary Public
My Commission Expires Mar. 15, 1963

STATE OF
COUNTY OF } ss.

On the day of , 19 , before me personally came to me known and known to me to be the individual described in and who executed the foregoing instrument, and acknowledged to me that he executed the same.

(notarial seal and stamp)

3. The Lessee represents and warrants that no broker has been concerned in the negotiation of this Supplemental Agreement and that there is no broker who is or may be entitled to be paid a commission in connection therewith. The Lessee shall indemnify and save harmless the Port Authority of and from all claims for commission or brokerage made by any and all persons, firms or corporations whatsoever for services in connection with the negotiation and execution of this Supplemental Agreement.

4. Neither the Commissioners of the Port Authority nor any of them, nor any officer, agent or employee thereof, shall be charged personally by the Lessee with any liability, or held liable to the Lessee under any term or provision of this Supplemental Agreement, or because of its execution or attempted execution, or because of any breach, or attempted or alleged breach thereof.

5. This Supplemental Agreement, together with the Lease, (to which it is supplementary) constitutes the entire agreement between the Port Authority and the Lessee on the subject matter, and may not be changed, modified, discharged or extended except by instrument in writing duly executed on behalf of both the Port Authority and the Lessee. The Lessee agrees that no representations or warranties shall be binding upon the Port Authority unless expressed in writing in the Lease or in this Supplemental Agreement.

IN WITNESS WHEREOF, the Port Authority and the Lessee have executed these presents as of the date first above written.

ATTEST:

Mildred C. Smith
Assistant Secretary

THE PORT OF NEW YORK AUTHORITY

By Jack Crew

(Title) DIRECTOR, TERMINALS DEPARTMENT

(Seal)

ATTEST:

R. L. Ransom
Asst. Secretary

THE GREYHOUND CORPORATION

By R. F. Shaffer

(Title) President of Eastern Greyhound Lines Division

(Corporate Seal)

Approved as to Form
Date: July 21 1963
SIGNATURE

APPROVED FOR TRANSMITTAL

FORM	TERMS
JVB	
DVASD	WA

FORM XLD-Ack., N.Y. 62457

STATE OF NEW YORK
COUNTY OF NEW YORK } ss.

On the 20 day of August, 1963, before me personally came Jack Rose to me known, who, being by me duly sworn, did depose and say that he resides ; that he is the ~~DIRECTOR, TERMINALS DEPARTMENT~~ of The Port of New York Authority, (one of) the corporations described in and which executed the foregoing instrument; that he knows the seal of the said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed by order of the Board of Commissioners of the said corporation; and that he signed his name thereto by like order.

Albert F. Moncewicz
(notarial seal and stamp)

STATE OF OHIO
COUNTY OF CUYAHOGA } ss.

On the 26TH day of JULY, 1963, before me personally came R. F. SHAFFER to me known, who, being by me duly sworn, did depose and say that he resides ; that he is the President of Eastern Greyhound Lines Division of The Greyhound Corporation one of the corporations described in and which executed the foregoing instrument; that he knows the seal of the said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of the said corporation; and that he signed his name thereto by like order.

William J. Smith
(notarial seal and stamp)
WILLIAM J. SMITH, Notary Public
My Commission Expires Oct. 8, 1967

~~STATE OF~~
COUNTY OF } ss.

On the day of , 19, before me personally came to me known and known to me to be the individual described in and who executed the foregoing instrument, and acknowledged to me that he executed the same.

(notarial seal and stamp)

54

Lease No. BT-G-4
Supplement No. 3

SUPPLEMENTAL AGREEMENT

THIS AGREEMENT, made as of July 11, 1963 by and between THE PORT OF NEW YORK AUTHORITY (hereinafter called "the Port Authority") and THE GREYHOUND CORPORATION (hereinafter called "the Lessee"),

WITNESSETH, That:

WHEREAS, heretofore and as of March 17, 1962, the Port Authority and the Lessee entered into an agreement of lease (hereinafter, as the same has been heretofore amended, modified and supplemented, called "the Lease"), covering premises at the Port Authority Bus Terminal in the Borough of Manhattan, in the City, County and State of New York; and

WHEREAS, the Port Authority and the Lessee desire further to amend the Lease;

NOW, THEREFORE, for and in consideration of the premises and of the covenants and agreements herein contained, the Port Authority and the Lessee hereby agree as follows:

1. In addition to the premises heretofore let to the Lessee under the Lease, the letting as to which shall continue in full force and effect, subject to and in accordance with all the terms, provisions, covenants and conditions of the Lease as hereby amended, the Port Authority hereby lets to the Lessee and the Lessee hereby hires and takes from the Port Authority the covered and enclosed area at the Port Authority Bus Terminal shown in diagonal hatching on a sketch hereto attached, hereby made a part hereof, and marked "Exhibit A-2", for the period commencing at 12:01 o'clock A.M. on September 1, 1963 and expiring, unless sooner terminated or unless extended as hereinafter provided, at 11:59 o'clock P.M. on January 31, 1964. For the period hereinabove described the said area shall be a part of the premises under the Lease, let to the Lessee subject to and in accordance with all the terms, provisions, covenants and conditions of the Lease as hereby amended.

2. The Lessee shall use the portion of the premises shown on Exhibit A-2 as a drivers' room for employees of the Lessee and for no other purpose whatsoever.

3. In addition to the rental to be paid by the Lessee under the Lease as heretofore in effect, the Lessee shall pay a basic rental for the portion of the premises shown on Exhibit A-2 at the annual rate of Five Thousand ~~Seven~~ six Hundred ~~Twenty-four~~ forty-nine E.J.B. Dollars and No Cents ($~~5,724~~ 5,649.00), to be paid in equal monthly installments in advance on the first day of each calendar month throughout the letting of the said portion of the premises.

4. In the event that the Port Authority, by reason of completion of construction or of other work, is able to furnish the portion of the premises shown on Exhibit A-2 to the Lessee prior to September 1, 1963, the Port Authority shall have the right to advance the commencement date of the letting of the said portion of the premises to a date not sooner than August 15, 1963, by not less than five (5) days' prior notice to the Lessee.

5. The Lessee shall have the right, by notice to the Port Authority received not later than December 31, 1963, to extend the term of the letting of the portion of the premises shown on Exhibit A-2, so that the same shall expire, unless sooner terminated in accordance with the Lease or otherwise, at 11:59 o'clock P.M. on April 30, 1983. In the event of such extension, the letting of the said portion of the premises shall continue in accordance with the Lease as hereby amended. In the event the Lessee fails so to extend the letting, then, in addition to the obligations set forth in the Lease as maturing upon expiration or earlier termination of the letting, which shall then apply to the portion of the premises shown on Exhibit A-2, the Lessee shall immediately remove the north and south walls of the said portion of the premises, including without limitation thereto removal of all electrical and mechanical systems or parts thereof in such walls, shall restore the tile floor, and in general shall restore the area occupied by the said portion of the premises and adjoining area of the Facility to the state thereof immediately prior to construction of the said portion of the premises.

6. Notwithstanding the hours of operation by the Lessee in the portion of the premises shown on Exhibit A-2, the Port Authority shall provide air-conditioning service in the said portion of the premises only between the hours of 8 o'clock A.M. and 6 o'clock P.M., excluding Saturdays, Sundays and holidays, from April 1 to September 30 in each year.

7. As hereby amended, all the terms, provisions, covenants and conditions of the Lease shall continue in full force and effect.

8. The Lessee represents and warrants that no broker has been concerned in the negotiation of this Supplemental Agreement and that there is no broker who is or may be entitled to be paid a commission in connection therewith. The Lessee shall indemnify and save harmless the Port Authority of and from all claims for commission or brokerage made by any and all persons, firms or corporations whatsoever for services in connection with the negotiation and execution of this Supplemental Agreement.

9. Neither the Commissioners of the Port Authority nor any of them, nor any officer, agent or employee thereof, shall be charged personally by the Lessee with any liability, or held liable to the Lessee under any term or provision of this Supplemental Agreement, or because of its execution or attempted execution, or because of any breach, or attempted or alleged breach thereof.

10. This Supplemental Agreement, together with the Lease, (to which it is supplementary) constitutes the entire agreement between the Port Authority and the Lessee on the subject matter, and may not be changed, modified, discharged or extended except by instrument in writing duly executed on behalf of both the Port Authority and the Lessee. The Lessee agrees that no representations or warranties shall be binding upon the Port Authority unless expressed in writing in the Lease or in this Supplemental Agreement.

IN WITNESS WHEREOF, the Port Authority and the Lessee have executed these presents as of the date first above written.

ATTEST:

ASSISTANT SECRETARY

THE PORT OF NEW YORK AUTHORITY

By

(Title) DIRECTOR, TERMINALS DEPARTMENT

(seal)

ATTEST:

ASSISTANT SECRETARY

Approved as to Form
Date: 7/23/69

SIGNATURE

THE GREYHOUND CORPORATION

By R. F. Shaffer

(Title) President Eastern Greyhound Lines Div.

(corporate seal)

APPROVED FOR TRANSMITTAL
FORM | TERMS

BT-G 62462
Ack.

STATE OF NEW YORK)
COUNTY OF NEW YORK) ss.

On the 14th day of August, 1963, before me personally came Jack Casen to me known, who, being by me duly sworn, did depose and say that he resides at

that he is the DIRECTOR, TERMINALS DEPARTMENT of The Port of New York Authority, one of the corporations described in and which executed the foregoing instrument; that he knows the seal of the said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed by order of the Board of Commissioners of the said corporation; and that he signed his name thereto by like order.

Albert F. Moncure
(notarial seal and stamp)

ALBERT F. MONCURE
NOTARY PUBLIC, STATE OF NEW YORK
No. 60-2743300
Qualified in Westchester County
Commission Expires March 30, 1965

STATE OF OHIO)
COUNTY OF CUYAHOGA) ss.

On the 2nd day of ~~July~~ AUG., 1963, before me personally came R. F. Shaffer, to me known, who, being by me duly sworn, did depose and say that he resides at

that he is the President of Eastern Greyhound Lines Division, The Greyhound Corporation; that The Greyhound Corporation is one of the corporations described in and which executed the foregoing instrument; that he knows the seal of the said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of the said corporation; and that he signed his name thereto by like order.

Wayne A. Johnson
(notarial seal and stamp)

WAYNE A. JOHNSON, Notary Public
My Commission Expires June 23, 1968

54

Lease No. BT-G-4
Supplement No. 4

SUPPLEMENTAL AGREEMENT

THIS AGREEMENT, made as of July 31, 1963 by and between THE PORT OF NEW YORK AUTHORITY (hereinafter called "the Port Authority") and THE GREYHOUND CORPORATION (hereinafter called "the Lessee"),

WITNESSETH, That:

WHEREAS, heretofore and as of March 17, 1962, the Port Authority and the Lessee entered into an agreement of lease covering premises at the Port Authority Bus Terminal, in the Borough of Manhattan, in the City, County and State of New York, as more particularly described therein, which said lease, as the same has been heretofore amended, modified and supplemented, including without limitation thereto amendments made by letter agreement under date of April 10, 1962 and by letter agreement under date of November 19, 1962, is hereinafter called "the Lease"; and

WHEREAS, the Port Authority and the Lessee desire further to amend the Lease, more precisely to describe portions of the construction work done or to be done under the Lease;

NOW, THEREFORE, for and in consideration of the premises and of the covenants and agreements hereinafter contained, the Port Authority and the Lessee hereby agree as follows:

1. The Lessee acknowledges that the Port Authority has performed construction and installation work on the premises which under the Lease was deemed to be the obligation of the Lessee, and that foregoing work has been fully completed by the Port Authority as agent for the Lessee. No work has been done hereunder in the portion of the premises added by Supplement No. 3 to the Lease.

2. Payment by the Lessee for the foregoing work shall be, in accordance with the letter agreements hereinabove mentioned, in an amount equal to 120% of the cost thereof to the Port Authority; such cost is agreed to be Thirteen Thousand Six Hundred Twenty-four Dollars and No Cents ($13,624.00). The Lessee shall within ten (10) days after the execution and delivery of this Agreement or the receipt of a bill from the Port Authority, whichever is later, pay to the Port Authority in settlement of the Port Authority's claim on account of such work, the sum of Sixteen Thousand Three Hundred Forty-nine Dollars and No Cents ($16,349.00).

3. As hereby amended, all the terms, provisions, covenants and conditions of the Lease shall continue in full force and effect.

4. The Lessee represents and warrants that no broker has been concerned in the negotiation of this Supplemental Agreement and that there is no broker who is or may be entitled to be paid a commission in connection therewith. The Lessee shall indemnify and save harmless the Port Authority of and from all claims for commission or brokerage made by any and all persons, firms or corporations whatsoever for services in connection with the negotiation and execution of this Supplemental Agreement.

5. Neither the Commissioners of the Port Authority nor any of them, nor any officer, agent or employee thereof, shall be charged personally by the Lessee with any liability, or held liable to the Lessee under any term or provision of this Supplemental Agreement, or because of its execution or attempted execution, or because of any breach, or attempted or alleged breach thereof.

6. This Supplemental Agreement, together with the Lease, (to which it is supplementary) constitutes the entire agreement between the Port Authority and the Lessee on the subject matter, and may not be changed, modified, discharged or extended except by instrument in writing duly executed on behalf of both the Port Authority and the Lessee. The Lessee agrees that no representations or warranties shall be binding upon the Port Authority unless expressed in writing in the Lease or in this Supplemental Agreement.

IN WITNESS WHEREOF, the Port Authority and the Lessee have executed these presents as of the date first above written.

ATTEST:

ASSISTANT SECRETARY

THE PORT OF NEW YORK AUTHORITY

By

(Title) DIRECTOR, TERMINALS DEPARTMENT

(seal)

ATTEST:

Asst. Secretary

THE GREYHOUND CORPORATION

By R. F. Shaffer

President, Eastern Greyhound

(Title) Lines Division

(corporate seal)

APPROVED FOR TRANSMITTAL

FORM	TERMS

Approved as to Form

Date: 9/27/63

SIGNATURE

BT-G 62462
Ack.

STATE OF NEW YORK }
COUNTY OF NEW YORK } ss.

On the 2nd day of Oct. ~~August~~, 196 3, before me personally came Jack Rosen to me known, who, being by me duly sworn, did depose and say that he resides at

that he is the DIRECTOR, TERMINALS DEPARTMENT of The Port of New York Authority, one of the corporations described in and which executed the foregoing instrument; that he knows the seal of the said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed by order of the Board of Commissioners of the said corporation; and that he signed his name thereto by like order.

Albert F. Moncure
(notarial seal and stamp)

ALBERT F. MONCURE
NOTARY PUBLIC, STATE OF NEW YORK
No. 60-2746390
Qualified in Westchester County
Commission Expires March 30, 1965

STATE OF OHIO }
COUNTY OF CUYAHOGA } ss.

On the 1st day of OCTOBER ~~August~~, 196 3, before me personally came R.F. Shaffer to me known, who, being by me duly sworn, did depose and say that he resides at

that he is the President of Eastern Greyhound Lines Division of The Greyhound Corporation; that the Greyhound Corporation is

one of the corporations described in and which executed the foregoing instrument; that he knows the seal of the said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of the said corporation; and that he signed his name thereto by like order.

G. J. Klocker
(notarial seal and stamp)

G. J. KLOCKER, Notary Public
My Commission Expires June 16, 1967

52/

Lease No. BT-G-4
Supplement No. 5

SUPPLEMENTAL AGREEMENT

THIS AGREEMENT, made as of November 4, 1963, by and between THE PORT OF NEW YORK AUTHORITY (hereinafter called "the Port Authority") and THE GREYHOUND CORPORATION (hereinafter called "the Lessee"),

WITNESSETH, That:

WHEREAS, heretofore and as of March 17, 1962, the Port Authority and the Lessee entered into an agreement of lease, (hereinafter, as the same has been heretofore modified, amended and supplemented, called "the Lease"), covering premises at the Port Authority Bus Terminal in the Borough of Manhattan, in the City, County and State of New York; and

WHEREAS, the Port Authority and the Lessee desire further to amend the Lease;

NOW, THEREFORE, for and in consideration of the premises and of the covenants and agreements herein contained, the Port Authority and the Lessee hereby agree as follows:

1. The Lessee and the Port Authority hereby agree that the Lessee shall be deemed to have given to the Port Authority the notice contemplated under paragraph 5 of Supplemental Agreement No. 3 to the Lease, and thereby to have extended the letting. The letting of the portion of the premises shown on Exhibit A-2 therefore shall, unless sooner terminated in accordance with the Lease or otherwise, and notwithstanding the provisions of paragraph 1 of the said Supplement No. 3, expire at 11:59 o'clock P.M. on April 30, 1983.

2. For the period commencing with the effective date of this Agreement, the Lessee shall pay a basic rental for all the premises under the Lease at the annual rate of Twenty-two Thousand Seven Hundred Thirty Dollars and No Cents ($22,730.00) payable in advance in equal monthly installments, each in the amount of One Thousand Eight Hundred Ninety-four Dollars and Seventeen Cents ($1,894.17) on December 1, 1963 and on the first day of each and every calendar month thereafter throughout the term of the letting. The provisions of Section 40 of the Lease and of Exhibit J to the Lease shall apply to the said basic annual rental rate.

BT-G-4

3. As hereby amended, all the terms, provisions, covenants and conditions of the Lease shall continue in full force and effect.

4. The Lessee represents and warrants that no broker has been concerned in the negotiation of this Supplemental Agreement and that there is no broker who is or may be entitled to be paid a commission in connection therewith. The Lessee shall indemnify and save harmless the Port Authority of and from all claims for commission or brokerage made by any and all persons, firms or corporations whatsoever for services in connection with the negotiation and execution of this Supplemental Agreement.

5. Neither the Commissioners of the Port Authority nor any of them, nor any officer, agent or employee thereof, shall be charged personally by the Lessee with any liability, or held liable to the Lessee under any term or provision of this Supplemental Agreement, or because of its execution or attempted execution, or because of any breach, or attempted or alleged breach thereof.

6. This Supplemental Agreement, together with the Lease, (to which it is supplementary) constitutes the entire agreement between the Port Authority and the Lessee on the subject matter, and may not be changed, modified, discharged or extended except by instrument in writing duly executed on behalf of both the Port Authority and the Lessee. The Lessee agrees that no representations or warranties shall be binding upon the Port Authority unless expressed in writing in the Lease or in this Supplemental Agreement.

IN WITNESS WHEREOF, the Port Authority and the Lessee have executed these presents as of the date first above written.

ATTEST:

Mildred C. Todd

ASSISTANT SECRETARY

THE PORT OF NEW YORK AUTHORITY

By Jack Cohen

(Title) DIRECTOR, TERMINALS DEPARTMENT

(seal)

ATTEST:

P. Anthony

ASSISTANT SECRETARY

THE GREYHOUND CORPORATION

By R. Z. Shaffer

(Title) President, the Eastern Greyhound Lines Division of The Greyhound Corporation

(corporate seal)

APPROVED FOR TRANSMITTAL

FORM	TERMS

BT-G 62462
Ack.

STATE OF NEW YORK }
COUNTY OF NEW YORK } ss.

On the 17th day of December, 1963, before me personally came Jack Rivers to me known, who, being by me duly sworn, did depose and say that he resides at

that he is the DIRECTOR, TERMINALS DEPARTMENT of The Port of New York Authority, one of the corporations described in and which executed the foregoing instrument; that he knows the seal of the said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed by order of the Board of Commissioners of the said corporation; and that he signed his name thereto by like order.

Catherine A. Zaffarano
(notarial seal and stamp)
CATHERINE A. ZAFFARANO
NOTARY PUBLIC, State of New York
No. 41-4376392
Qualified in Queens County
Commission expires March 30, 1965

STATE OF OHIO }
COUNTY OF CUYAHOGA } ss.

On the 2nd day of DECEMBER, 1963, before me personally came R.F. Shaffer to me known, who, being by me duly sworn, did depose and say that he resides at

that he is the President of the Eastern Greyhound Lines Division of The Greyhound Corporation; that The Greyhound Corporation is one of the corporations described in and which executed the foregoing instrument; that he knows the seal of the said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of the said corporation; and that he signed his name thereto by like order.

Wayne A. Johnson
(notarial seal and stamp)
WAYNE A. JOHNSON, Notary Public
My Commission Expires June 23, 1968

54

Lease No. BT-G-4
Supplement No. 8

SUPPLEMENTAL AGREEMENT

THIS AGREEMENT, made as of March 28, 1975, by and between THE PORT AUTHORITY OF NEW YORK AND NEW JERSEY, heretofore The Port of New York Authority, and hereinafter called "the Port Authority", and GREYHOUND LINES, INC., hereinafter called "the Lessee",

WITNESSETH, That:

WHEREAS, heretofore and as of March 17, 1962, the Port Authority entered into an agreement of lease with the Lessee's assignor, which said agreement of lease, as the same has been heretofore amended, modified, supplemented and assigned, is hereinafter called "the Lease", covering space at the Port Authority Bus Terminal, in the Borough of Manhattan, in the City, County and State of New York; and

WHEREAS, the Port Authority and the Lessee desire further to amend the Lease;

NOW, THEREFORE, for and in consideration of the foregoing, and of the covenants and agreements herein contained, the Port Authority and the Lessee hereby agree as follows:

1. For the period commencing January 1, 1973 and expiring April 30, 1983, the Lessee shall pay under the Lease all the rentals, fees and charges set forth in the Lease, except that in lieu of the basic rental and the charge for hot water in the amounts which would be due pursuant to adjustments made under Exhibit J, the Lessee shall pay the basic rental and the said charge as follows:

(a) the basic rental shall be at the annual rate of Forty-three Thousand Seven Hundred Seventy-eight Dollars and No Cents ($43,778.00); and

(b) the charge for hot water as set forth in paragraph (e) of Section 42 of the Lease, shall be Thirty-eight Dollars and Fifty-two Cents ($38.52) per thousand (1,000) cubic feet.

2. The Lessee shall pay interest on sums due and owing under the Lease as amended by this Supplemental Agreement, computed as follows: the Lessee shall pay a sum equal to three-fourths of one percent (0.0075) of the amount by which each sum payable in accordance with the provisions of Section 1 of this Supplemental Agreement during the period commencing January 1, 1973 exceeds the sum actually paid by the Lessee, for each full calendar month that the same is due and owing.

3. All sums required to be paid under the Lease as amended by this Supplemental Agreement, including interest computed in accordance with Section 2 hereof, and remaining unpaid, shall be due and payable by the Lessee thirty (30) days after execution and delivery of this Agreement on behalf of both the Port Authority and the Lessee.

4. In the event the Port Authority undertakes to expand the Bus Terminal facilities, the Lessee will negotiate in good faith with the Port Authority increases in rentals, fees and charges, to take into account investment and other costs of the Port Authority in connection with such expansion.

5. Upon execution of this Agreement, the Lessee will cause the filing in the United States District Court for the District of New Jersey, Newark, New Jersey, a Notice of Dismissal or Stipulation, effecting the discontinuance of participation by the Lessee as a plaintiff in a certain suit entitled: Greyhound Lines, Inc. et als. vs. The Port of New York Authority, the complaint in which was filed July 16, 1973. The Lessee understands that this Agreement represents a final settlement of the suit and, subject to Section 4, a final arrangement for its use and operations at the Terminal for the term thereof.

6. As hereby amended, all the terms, provisions, covenants and conditions of the Lease shall continue in full force and effect.

7. The Lessee represents and warrants that no broker has been concerned in the negotiation of this Supplemental Agreement and that there is no broker who is or may be entitled to be paid a commission in connection therewith. The Lessee shall indemnify and save harmless the Port Authority of and from all claims for commission or brokerage made by any and all persons, firms, or corporations whatsoever for services in connection with the negotiation and execution of this Supplemental Agreement.

8. Neither the Commissioners of the Port Authority nor any of them, nor any officer, agent or employee thereof, shall be charged personally by the Lessee with any liability, or held liable to the Lessee under any term or provision of this Supplemental Agreement, or because of its execution or attempted execution, or because of any breach, or attempted or alleged breach thereof.

9. This Supplemental Agreement, together with the Lease (to which it is supplementary) constitutes the entire agreement between the Port Authority and the Lessee on the subject matter, and may not be changed, modified, discharged or extended except by instrument in writing duly executed on behalf of both the Port Authority and the Lessee. The Lessee agrees that no representations or warranties shall be binding upon the Port Authority unless expressed in writing in the Lease or in this Supplemental Agreement.

IN WITNESS WHEREOF, the Port Authority and the Lessee have executed these presents as of the date first above written.

ATTEST:

ASSISTANT SECRETARY

THE PORT AUTHORITY OF NEW YORK AND NEW JERSEY

By

(Title) DIRECTOR, TERMINALS DEPARTMENT

(Seal)

ATTEST:

ASSISTANT SECRETARY

GREYHOUND LINES, INC.

By

(Title) Executive Vice President

(Corporate Seal)

Approved and agreed to this 30th day of May, 1975.

THE GREYHOUND CORPORATION

By

(Title) Executive Vice President

(Corporate Seal)

APPROVED FOR TRANSMITTAL

FORM	TERMS

BT 62472 Ack.

STATE OF NEW YORK)
) ss.
COUNTY OF NEW YORK)

On the 9TH day of JUNE, 1975, before me personally came JACK ROSEN to me known, who, being by me duly sworn, did depose and say that he resides at

that he is the DIRECTOR, TERMINALS DEPARTMENT of The Port Authority of New York and New Jersey, one of the corporations described in and which executed the foregoing instrument; that he knows the seal of the said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed by order of the Board of Commissioners of the said corporation; and that he signed his name thereto by like order.

Frank Wyspianski Jr.
(notarial seal and stamp)

FRANK WYSPIANSKI, JR.
Notary Public, State of New York
No. 30-9759825
Qualified in Nassau County
Commission Expires March 30, 1976

STATE OF ARIZONA)
) ss.
COUNTY OF MARICOPA)

On the 30th day of May, 1975, before me personally came John E. Adkins to me known, who, being by me duly sworn, did depose and say that he resides at

that he is the Executive Vice President of Greyhound Lines, Inc., one of the corporations described in and which executed the foregoing instrument; that he knows the seal of the said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed by authority of the Board of Directors of the said corporation.

Doris Evelyn Liatt
(notarial seal and stamp)

My Commission Expires April 8, 1978

54

Lease No. BT-G-4
Supplement No. 9

SUPPLEMENTAL AGREEMENT

THIS AGREEMENT, made as of November 10, 1978, by and between THE PORT AUTHORITY OF NEW YORK AND NEW JERSEY (hereinafter called "the Port Authority") and GREYHOUND LINES, INC. (hereinafter called "the Lessee"),

WITNESSETH, That:

WHEREAS, heretofore and as of March 17, 1962, the Port Authority entered into an agreement of lease with The Greyhound Corporation, the Lessee's assignor, then a Delaware corporation, and now, by merger as of November 17, 1977, an Arizona corporation, which said agreement of lease, as the same has been heretofore amended, modified, supplemented and assigned, is hereinafter called "the Lease", and covers premises at the Port Authority Bus Terminal, in the Borough of Manhattan, in the City, County and State of New York; and

WHEREAS, the Port Authority is constructing an extension to the Port Authority Bus Terminal; and

WHEREAS, the Port Authority and the Lessee desire further to amend the Lease;

NOW, THEREFORE, for and in consideration of the foregoing, and of the covenants and agreements herein contained, the Port Authority and the Lessee hereby agree as follows:

1. The term of the letting under the Lease is hereby extended so that it will expire, unless sooner terminated in accordance with the Lease as amended by this Supplemental Agreement, or otherwise, at 11:59 o'clock P.M. on April 30, 1994.

2. (a) Effective at 12:01 o'clock A.M. on a date (hereinafter called "the Space Shift Date") which shall be the same as the Space Shift Date under a certain agreement made between the Port Authority and the Lessee under date of November 10, 1978 and bearing the identification "Supplement No. 24 to Agreement No. BT-G-1", the Port Authority hereby lets to the Lessee and the Lessee hereby hires and takes from the Port Authority, the covered

and enclosed area at the Port Authority Bus Terminal as the same shall be extended, shown in diagonal hatching on sketches hereto attached, hereby made a part hereof and marked "Exhibit A-3" and "Exhibit A-4". On and after the Space Shift Date, the premises under the Lease shall be the areas so shown on Exhibit A-3 and Exhibit A-4 and shall not be the areas shown on Exhibit A-1 and Exhibit A-2 to the Lease.

(b) Effective as of the Space Shift Date, the Lessee shall have all the rights, obligations and liabilities, relating to the premises as shown on Exhibit A-1 and Exhibit A-2 only, that the Lease provides upon expiration or earlier termination of the letting under the Lease, including without limitation thereto the obligations set forth in the provisions of Section 26 of the Lease.

3. (a) The Port Authority shall do or cause to be done certain construction work (hereinafter called "the Port Authority Construction") being all that work described and set forth in a schedule hereto attached, hereby made a part hereof, and marked "Exhibit A-5", which consists of Sheet I and Sheet II, so labeled.

(b) It has been estimated that the Port Authority Construction will be completed on or before November 1, 1979; the said date is hereinafter called "the estimated completion date" and shall also be the Space Shift Date, if the Chief Engineer of the Port Authority (hereinafter called "the Engineer") shall certify to the Lessee on or before October 19, 1979 that the Port Authority Construction is complete. The Engineer shall not provide such a certificate unless it can be accompanied by a certificate of completion of the Port Authority Construction under the agreement of April 10, 1978. If in the opinion of the Engineer the Port Authority Construction will be completed prior to the estimated completion date, the Port Authority may notify the Lessee of such determination by such notice or notices as the Port Authority may give to the Lessee from time to time and the estimated completion date shall be advanced to the date specified in the last of such notices. If the performance of any part or all of the Port Authority Construction is delayed, interrupted or rendered impossible for any reason whatsoever, including but not limited to causes or conditions beyond the control of the Port Authority, so that in the opinion of the Engineer the Port Authority Construction will not be completed by the estimated completion date, the Port Authority shall have the right to postpone the estimated completion date in accordance with such notice or notices as the Port Authority may give to the Lessee

from time to time either before or after the estimated completion date, and in such event the estimated completion date shall be postponed as provided in the last of such notices. If after the giving of any notice advancing or postponing the estimated completion date the Engineer revises the estimated completion date, the Port Authority shall have the right, by such notice or notices as it may give to the Lessee from time to time, further to advance or to postpone the estimated completion date. In the event the Port Authority shall give one or more of any of the abovementioned notices then the Space Shift Date shall be the tenth day after the Engineer shall provide to the Lessee a certificate that the Port Authority Construction is completed. The Lessee shall have no right or claim for damages against the Port Authority or any of its contractors or subcontractors on account of delay in construction or postponement of the Space Shift Date and no such delay or any postponement shall in any way affect the validity of the Lease or of this Supplemental Agreement. However, in the event that the Port Authority Construction has not been substantially completed so that the Engineer has not been able on or before January 5, 1981 to certify such completion to the Lessee, then either the Port Authority or the Lessee may terminate this Supplemental Agreement by notice to the other party, to be given within sixty (60) days after that date. Termination hereunder shall have the same force and effect as if this Supplemental Agreement had not been made, and the Lease shall in such event continue without modification or amendment arising out of this Supplemental Agreement.

(c) In order to expedite the Port Authority Construction and the use of the Extension by the Lessee, the Port Authority and the Lessee have agreed to enter into this binding agreement before the construction plans and specifications have been fully developed and at a time when the availability of materials and labor cannot be determined. The Port Authority, acting through the Engineer, shall have the right to effect changes in the design and construction and to substitute materials and methods other than as set forth in Exhibit A-5, and otherwise to take all steps which in the opinion of the Engineer are necessary or desirable in order to complete an improvement having substantially the same character and utility as the improvement therein described.

(d) References in any part of this Supplemental Agreement to any building code or other requirements of any municipality are made solely for the purpose of conveniently establishing engineering standards for construction, and no such reference shall be or be deemed to be an admission by the Port Authority that any such code or other requirement applies to the Port Authority or to the Port Authority Construction.

4. (a) The Lessee shall pay a basic rental for the premises under the Lease for the portion of the term of the letting commencing with the Space Shift Date at an annual rate which shall be computed by applying to the actual area of the premises measured on the Space Shift Date, an annual rate of Thirteen Dollars and No Cents ($13.00) per square foot.

(b) The basic rental payable for the period commencing with the Space Shift Date shall be increased for the period commencing May 1, 1983 and ending April 30, 1988, by the percentage change in the U.S. Consumer Price Index for All Urban Consumers (All Items, unadjusted) from January 1979 to April 1983.

(c) The basic rental payable for the period commencing May 1, 1988 shall be the basic rental payable for the period commencing on the Space Shift Date increased by the percentage change in the same index from January 1979 to April 1988.

(d) In no event shall the basic rental rate which becomes effective on the Space Shift Date be increased more than 13.6 percent effective May 1, 1983 or more than 31.9 percent effective May 1, 1988.

5. All the terms, provisions, covenants and conditions of the Lease shall continue in full force and effect as amended by this Supplemental Agreement.

6. The Lessee represents and warrants that no broker has been concerned in the negotiation of this Supplemental Agreement and that there is no broker who is or may be entitled to be paid a commission in connection therewith. The Lessee shall indemnify and save harmless the Port Authority of and from all claims for commission or brokerage made by any and all persons, firms or corporations whatsoever for services in connection with the negotiation and execution of this Supplemental Agreement.

7. Neither the Commissioners of the Port Authority nor any of them, nor any officer, agent or employee thereof, shall be charged personally by the Lessee under any term or provision of this Supplemental Agreement, or because of its execution or attempted execution, or because of any breach, or attempted or alleged breach thereof.

8. This Supplemental Agreement, together with the Lease (to which it is supplementary) constitutes the entire agreement between the Port Authority and the Lessee on the subject matter, and may not be changed, modified, discharged or extended except by instrument in writing duly executed on behalf of both the Port Authority and the Lessee. The Lessee agrees that no representations or warranties shall be binding upon the Port Authority unless expressed in writing in the Lease or in this Supplemental Agreement.

IN WITNESS WHEREOF, the Port Authority and the Lessee have executed these presents as of the date first above written.

ATTEST:

SECRETARY

THE PORT AUTHORITY OF NEW YORK AND NEW JERSEY

By

(Title) DIRECTOR, TERMINALS DEPARTMENT

(Seal)

ATTEST:

Assistant Secretary

GREYHOUND LINES, INC.

By

F. L. Nagotte

(Title) President & C.E.O.

(Corporate Seal)

Consented to this 20th day of February, 1979;

THE GREYHOUND CORPORATION, Assignor,

By

Gerald H. Trautman

(Title) C.E.O. & President

(Corporate Seal)

APPROVED FOR TRANSMITTAL

FORM	TERMS

EXHIBIT A-5
SHEET 1 - PAGE 1

PORT AUTHORITY CONSTRUCTION

LOWER BUS LEVEL

1) Drivers' Room:

a. Vinyl asbestos tile floor

b. Suspended acoustical metal pan ceiling

c. Wall enclosures - exterior finish to match concourse enclosure walls - interior finish to be epoxy painted block

d. One hollow-metal door with locking mechanism

e. Fluorescent lighting, seventy (70) foot-candles

f. Heating, ventilating and air conditioning designed for occupancy by eight (8) to ten (10) persons

g. Sprinklers

h. Electrical outlets and empty conduit for telephone service

2) Control Booth:

a. Vinyl asbestos tile floor and base

b. Suspended acoustical metal pan ceiling

c. Perimeter walls to be combination of glass and metal panel or masonry composition

INITIAL HERE

d. Hollow metal doors with locking mechanisms, as required.

e. Fluorescent lighting, recessed with acrylic lens-type diffuser, forty-five (45) foot candles

f. Toilet facilities including one water-closet, one lavatory, lighting and ventilation

g. Heating, ventilating and air-conditioning designed for four-person occupancy, in presence of two teletype machines, TV Monitor, short-wave radio and intercom

h. Electrical outlets and empty conduit for telephone service

i. Rough plumbing and electrical outlet for one (1) drinking fountain

j. Utility closet

k. Sprinklers

INITIAL HERE

SUBWAY MEZZANINE

1. Administrative - Accounting Office:

   a. Vinyl asbestos tile floor and base

   b. Acoustical hung ceiling

   c. Painted plaster on interior of perimeter walls and columns, but no interior partitioning

   d. Storefront treatment if facing public concourse

   e. Hollow metal door in perimeter wall

   f. Fluorescent lighting, recessed with acrylic lens-type diffusers, seventy (70) foot candles

   g. Heating, ventilating and air-conditioning equipment

   h. Electrical outlets and empty conduit for telephone service

   i. Sprinklers

   j. Rough plumbing and electrical outlet for two (2) drinking fountains

   k. Smoke detectors as required

INITIAL HERE

BT 62472 Ack.

STATE OF NEW YORK }
COUNTY OF NEW YORK } ss.

On the 28th day of March, 1979, before me personally came Joseph L. Vanacore to me known, who, being by me duly sworn, did depose and say that he resides at

that he is the Director of Terminals of The Port Authority of New York and New Jersey, one of the corporations described in and which executed the foregoing instrument; that he knows the seal of the said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed by order of the Board of Commissioners of the said corporation; and that he signed his name thereto by like order.

Frank Wyspianski Jr.
(notarial seal and stamp)
FRANK WYSPIANSKI, JR.
Notary Public, State of New York
No. 30-9759825
Qualified in Nassau County
Commission Expires March 30, 1980

STATE OF ARIZONA }
COUNTY OF MARICOPA } ss.

On the 20th day of February, 1979, before me personally came F. L. Nageotte to me known, who, being by me duly sworn, did depose and say that he resides at

that he is the President & C.E.O. Greyhound Lines, Inc.,

one of the corporations described in and which executed the foregoing instrument; that he knows the seal of the said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of the said corporation; and that he signed his name thereto by like order.

Deborah S. Doty
(notarial seal and stamp)
My Commission Expires Dec. 7, 1982

Greyhound Lines Inc

(124)

(Board - 3/8/79)

71

Port Authority Bus Terminal - Greyhound Lines, Inc. - Extension and Amendment of License Agreement and of Leases for Ticket Plaza, Travel Bureau and Administrative Office; New Snack Bar Lease

It was reported by the Committee on Operations that the Greyhound system operates at the Port Authority Bus Terminal in Manhattan under the provisions of a license agreement covering the bus operation itself and of three leases which cover respectively a ticket-selling plaza, a travel bureau and an administrative office, under which the licensee and lessee is Greyhound Lines, Inc. as assignee of Greyhound Corporation. These have been in effect since 1962 and presently expire April 30, 1983. In 1973 a dispute arose over the application of the monetary escalation formula which was an integral part of these documents and this was settled under the provisions of a resolution adopted by the Board at its meeting on April 10, 1975. The settlement, which involved primarily adjustment of fees and charges and which applied to certain other carriers operating long-distance services out of the Bus Terminal, included an undertaking to negotiate increased fees and charges in the event the Port Authority proceeded with the Bus Terminal Extension project. Greyhound Lines, Inc. entered into formal agreements amending the license agreement and the three leases, all incorporating this provision.

As the Bus Terminal Extension has gone forward, negotiations have been carried on with Greyhound and agreement has been reached, subject to the approval of the Board, covering the relocation of nearly all of Greyhound's bus operations to the lower bus level of the extension and including various amendments of the license agreement and of the three leases. In addition, agreement has been reached for the leasing of space in the extension, to be used for operation of a snack bar by a Greyhound subsidiary.

The license agreement amendment provides for the payment by Greyhound of an additional fee of $1,500,000, payable in the amount of $750,000 ten days after the space in the extension is made available to the carrier, in the amount of $150,000 one year after Greyhound's shift to the extension, and $100,000 annually on the next six anniversaries of that payment date. For each departure in regular-route service Greyhound will pay $1.74, and the percentage fee for Manhattan sales will be 15% of monies paid and payable, which is a continuation of the present charge in each case; however, a formula based upon relative changes in Greyhound's average receipts per departure and increases in the United States Consumer Price Index for inter-city bus fares will be applied to increase the percentage, in May of 1983, 1987 and 1990, subject to establishment of maximum rates of 15½%, 16% and 16½%, respectively at those three times. All the berths on the lower bus level of the extension will assigned to Greyhound and it will have the right to the use of six additional berths in the existing terminal, as assigned from time to time by the facility manager from among twelve designated in the agreement. Space in the extension will be assigned for the carrier's facilities for the handling of baggage and express. Greyhound will pay for the air-conditioning of its new baggage space at an annual rate of $2.80 per square foot of enclosed space, plus an annual sum of $6,020 for air-conditioning service supplied to an unenclosed area; both rates will be subject to increases in 1983 and in 1988, measured by an increase in the United States Consumer Price Index, All Urban Consumers, with maximum increases of 13.6% effective May 1, 1983 and of 31.9%

effective May 1, 1988. Further, Greyhound will pay $5.00 per square foot annually for any net increase in the amount of baggage space it occupies following the transfer of its operations to the extension. The Port Authority will have the right to require Greyhound to surrender its baggage space in the original terminal, making substitute space available to the carrier and paying Greyhound its unamortized investment in facilities to be so relinquished which it may have made following the opening of the extension but in an investment amount not to exceed $65,000. The effective period is extended to April 30, 1994.

The amendment of the license agreement includes a provision that if the Port Authority enters into a license agreement similar to the one held by Greyhound with another carrier providing a departure fee or ticket sales percentage fee lower than that charged Greyhound with regard to service operated to the same destination points (except points not more than sixty miles from the Terminal), the Port Authority will offer Greyhound the lower rates in connection with its service to the same points.

The carrier's administrative offices, subject of one of the leases, will be relocated to the subway mezzanine of the extension and for the new premises Greyhound will pay a basic rental at an annual rate increased from $11.60 to $13.00 per square foot; this rate will be subject to two increases based upon increases in the United States Consumer Price Index, All Urban Consumers but not in excess of 13.6% in 1983 and of 31.9% in 1988; the term is extended to April 30, 1994. The leases for the travel bureau and the ticket-selling plaza are also extended to April 30, 1994 and the basic rentals and air-conditioning charges thereunder may be increased, again in accordance with the increase in the same consumer price index, by not more than 35.9% in 1983 and 57.9% in 1988.

The snack bar premises involve approximately 1,664 square feet on the lower bus level of the extension let to The Greyhound Corporation for a term to commence upon completion of the extension and to expire on April 30, 1994, at an annual rental of $20,000 plus 12% of annual gross receipts between $200,000 and $500,000, and 15% of gross receipts in excess of $500,000. Greyhound will have the right to make a one-time assignment of this lease to a wholly-owned subsidiary. The lessee will finish, equip, air-condition and decorate the premises at its own expense and will pay for metered electricity and water used. In addition, it will pay for chilled water for for air-conditioning purposes at the annual rate of $4,160, which will be subject to escalation of not more than 13.6% in 1983 and 31.9% in 1988, based on the United States Consumer Price Index, All Urban Consumers. The Port Authority will have the right to terminate the letting under this lease without cause on thirty (30) days' notice and will then reimburse the lessee's unamortized investment in the premises in an investment amount not to exceed $250,000. The lessee may be permitted to install a limited number of vending machines in areas adjacent to the premises, subject to Port Authority approval as to number, type, appearance and location, and as to the operating and maintenance procedures; there will be an additional fee paid of 17% of the gross receipts from these machines.

The Committee on Operations recommended the making of the four amendatory agreements with Greyhound Lines, Inc. as outlined above and of the snack bar lease with The Greyhound Corporation.

Whereupon, the following resolution was unanimously adopted:

RESOLVED, that the Executive Director be and he hereby is authorized on behalf of the Port Authority to enter into an agreement with Greyhound Lines, Inc., amending the license agreement made in 1962 under which the carrier operates its buses at the Port Authority Bus Terminal, to provide for an extension of the effective period to April 30, 1994, for the assignment to Greyhound on a permanent basis of all bus berths on the lower level of the extension of the terminal from the date of completion as determined by the Port Authority, with the retention by the carrier of the right to use six additional berths in the existing terminal, as directed by the Terminal Manager from time to time from among twelve designated in the agreement; the carrier to pay an additional fee totalling $1,500,000 as follows: $750,000 to be paid ten days after the space in the extension is made available to the carrier, $150,000 one year after the carrier's shift to the extension, and $600,000 in annual amounts of $100,000 paid on the six consecutive subsequent anniversaries of the date for the payment of $150,000; the carrier to continue to pay departure charges as presently in effect and a fee on Manhattan ticket sales (as detailed in the license agreement) of 15% except that the percentage shall be subject to periodic upward adjustment under a formula based on relative changes in Greyhound's receipts per bus departure and changes in the United States Consumer Price Index for inter-city bus fares, such adjustments to be made effective in May of 1983, 1987 and 1990 but not to exceed 15½%, 16% and 16½% respectively at such times; space for the handling of baggage and express to be assigned in the extension, and the carrier to pay $5.00 per square foot annually for any net increase of such space over space presently held in the existing terminal; the carrier to pay for air-conditioning in the baggage space at an annual rate of $2.80 per square foot of enclosed space plus $6,020 for air-conditioning service supplied in an unenclosed area, the charges to be subject to increases based on the United States Consumer Price Index, All Urban Consumers, but not to be more than 13.6% in 1983 and 31.9% in 1988; the Port Authority to have the right to require the carrier to surrender the baggage space in the existing Terminal which it may have retained, making substitute space available and paying the carrier its unamortized investment made for facilities in such relinquished space expended after the opening of the extension, in a maximum investment amount of $65,000; the agreement to provide that if the Port Authority enters into a similar license agreement for space and services at the terminal with another carrier providing a departure fee or a ticket sales percentage fee lower than that charged Greyhound with regard to service to the same destination points (more than sixty miles from the Terminal) the Port Authority will offer Greyhound the same lower rates with respect to service to the same points; the form of the agreement to be subject to the approval of General Counsel or his designated representative; and be it further

RESOLVED, that the Executive Director be and he hereby is authorized on behalf of the Port Authority to enter into an agreement amending the lease of premises at the Port Authority Bus Terminal used by Greyhound as administrative offices to extend the term to April 30, 1994, to relocate the premises to the subway mezzanine of the extension and to increase the basic rental upon such relocation from a rate based on $11.60 per square foot to $13.00 per square foot, such rate to be subject to further increases based on increases in the United States Consumer Price Index, All Urban Consumers, of not more than 13.6% in 1983 and 31.9% in 1988; the form of the agreement to be subject to the approval of General Counsel or his designated representative; and be it further

RESOLVED, that the Executive Director be and he hereby is authorized to enter into agreements amending the leases of premises at the Bus Terminal used by Greyhound for a ticket-selling plaza and for a travel bureau, to extend the term in each case to April 30, 1994, to provide that the basic rental and air-conditioning charges will be subject to increases based upon increases in the United States Consumer Price Index, All Urban Consumers, but not to exceed 35.9% in 1983 and 57.9% in 1988; the form of the agreements to be subject to the approval of General Counsel or his designated representative; and be it further

RESOLVED, that the Executive Director be and he hereby is authorized on behalf of the Port Authority to enter into an agreement with The Greyhound Corporation for the lease of premises on the lower level of the Bus Terminal Extension consisting of about 1,664 square feet for a term to commence upon completion of the extension as determined by the Port Authority and to expire on April 30, 1994, the premises to be used for the operation of a snack bar, at an annual rental rate of $20,000 plus 12% of annual gross receipts between $200,000 and $500,000 plus 15% of annual gross receipts in excess of $500,000; the tenant to pay for electrical energy and water used; and to pay for chilled water for air-conditioning purposes at the annual rate of $4,160, which will be subject to an escalation based on increases in the United States Consumer Price Index, All Urban Consumers, but not to exceed 13.6% in 1983 and 31.9% in 1988; Greyhound to have the right to make a one-time assignment of the lease to a wholly-owned subsidiary; the Port Authority to have the right to terminate the letting under this lease at any time without cause on thirty days' notice and in such case to reimburse the tenant for its then unamortized investment in facilities on the premises in an investment amount not to exceed $250,000; the form of the agreement to be subject to the approval of General Counsel or his designated representative.

(Operations - 2/28/79)

Port Authority Bus Terminal - Greyhound Lines, Inc. Extension of License Agreement and of Ticket Plaza, Travel Bureau and Administrative Office Leases, and Authorization of New Snack Bar Lease

It was reported to the Committee that the Board at its meeting on April 10, 1975, authorized the settlement of a contract dispute for fees for space and services at the Port Authority Bus Terminal with certain of the long-haul carriers, including Greyhound. The settlement provided, among other items, that the carriers agree to undertake to negotiate increased fees and charges in the event the Port Authority proceeded with the Bus Terminal Extension project. Greyhound Lines, Inc. subsequently executed a supplement to its License Agreement covering its bus terminal operation and supplements to its ticket plaza, travel bureau and administrative office leases, which provided for the renegotiation of fees and charges reflecting increased Port Authority investment and other costs connected with the expansion of the Terminal.

Agreement has been reached with Greyhound Lines, Inc. covering the relocation of its operation to the lower bus level of the Extension, the extension of the carrier's license agreement, and various leases for an additional 11 years through April 30, 1994, and a new snack bar lease with the following terms and conditions:

License Agreement

The payment by Greyhound of an additional fee of $1,500,000 payable in an initial amount of $750,000 ten days after the space in the extension is made available to the carrier, $150,000 one year after the completion of the extension and thereafter for six consecutive years at the rate of $100,000 per year.

A $1.74 departure charge and 15% fee on Manhattan ticket sales; however, the ticket sales percentage is to be subject to periodic upward adjustment under a formula based on relative changes in Greyhound's average sales per departure and the U.S. Consumer Price Index for intercity bus fares. Adjustments of the percentage, if indicated by application of the formula, are to be effective in May of 1983, 1987 and 1990, subject to maximum rates of 15½%, 16% and 16½%, respectively.

The assignment to Greyhound of berths on the lower bus level of the Extension, and the right to the use of six non-exclusive berths in the existing Terminal.

The assignment of space in the Extension for the carrier's baggage and express handling facilities. Greyhound will pay for the air-conditioning of its new baggage space at an annual rate of $2.80 per square foot of enclosed space plus $6,020 a year for the air-conditioning of an unenclosed area, both rates to be subject to increases, in accordance with the escalation provision contained in the agreement, in 1983 and 1988, such increases not to exceed 13.6% and 31.9%, respectively. In addition, Greyhound will pay for the use of any net increase in the amount of baggage space it will occupy following

the transfer of its operations to the Extension at an annual rate of $5 per square foot. In the event the Port Authority requires the carrier to surrender its baggage space remaining in the existing Terminal to accommodate other needs and makes equivalent substitute space available to the carrier, the Port Authority may upon 180 days' notice require Greyhound to relocate its operations in the existing Terminal to such substitute space, subject to reimbursement for any unamortized investment Greyhound may have made following the opening of the Extension, up to a maximum of $65,000.

In the event the Port Authority enters into a license agreement similar to Greyhound's with another carrier and such agreement calls for a departure fee or ticket sales percentage lower than that charged Greyhound for service to the same destination points beyond 60 miles from the Terminal, the Port Authority will offer Greyhound the lower rates with respect to its service to these points.

Ticket Plaza, Travel Bureau And Administrative Office Leases

Relocation of the carrier's administrative offices to the Subway Mezzanine of the Extension and upon such relocation, an increase in the annual rental rate from $11.60 to $13.00 per square foot. The rate will be subject to further increases in accordance with the escalation provision contained in the agreement, in 1983 and 1988, such increases not to exceed 13.6% and 31.9%, respectively.

Increases of the current basic rentals and air-conditioning charges for ticket plaza and travel bureau premises in accordance with the escalation provisions contained in the leases, in 1983 and 1988, such increases not to exceed 35.9% and 57.9%, respectively.

Snack Bar Lease

Agreement has been reached with Greyhound to lease premises for the operation of a snack bar consisting of 1,664 square feet on the lower bus level of the Extension where almost all of Greyhound's bus operations will be located. The lease will commence 90 days after the space has been tendered to Greyhound or whenever the Greyhound shift to the Extension is effectuated, whichever date is later and expire April 30, 1994. Greyhound will have the right to make a one-time assignment of its lease to a wholly-owned subsidiary.

The annual rental for the snack bar will be $20,000 plus 12% of gross receipts between $200,000 and $500,000 and 15% over $500,000. The operator will be required to finish, equip, air-condition and decorate the space at its own cost and expense. The tenant will be obligated to pay for chilled water at the rate of $4,160 per year subject to increases, in accordance with the escalation provision contained in the lease, in 1983 and 1988, such increases not to exceed 13.6% and 31.9%, respectively. In addition, the tenant will pay for metered electricity and water consumption.

(Operations - 2/28/79)

The Port Authority will have the right to terminate the agreement without cause upon thirty days' prior written notice. In such event, the Port Authority will be obligated to reimburse the operator's unamortized investment in an amount not to exceed $250,000. The snack bar operator may also be permitted to install a limited number of vending machines adjacent to the snack bar, subject to Port Authority approval as to number, type, decor, location and operating and maintenance procedures. Fees for such vending machines will be at the rate of 17% of gross receipts.

Recommendation was made that the Committee recommend to the Board that the Board authorize the Executive Director to enter into the following agreements with Greyhound Lines, Inc. at the Port Authority Bus Terminal and Extension:

1. an extension of the carrier's license agreement and for its ticket plaza, travel bureau and administrative office leases from May 1, 1983 through April 30, 1994 under terms and conditions described in the report: and,

2. a lease for a snack bar in the lower bus level of the Port Authority Bus Terminal Extension for a term from approximately January 1, 1980 through April 30, 1994, and providing for an annual rental of $20,000 plus 12% of gross receipts between $200,000 and $500,000 and 15% of gross receipts in excess of $500,000.

Approved and recommended to the Board.

PA 659
3-50

CROSS REFERENCE SHEET

Date 12-31-63

Greyhound Lines Inc T Bus
Lease BT-6-2, BT-6-3, BT-6-
BBSL-7

Re: Covenant to Assignment by the Greyhound Corporation to Greyhound Lines Inc. of the lease agreements presently in effect with the Port of N Y Authority

See

Greyhound Lines Inc T Bus
Lease BT-6-1

CONFORMED COPY

BTO 9150

Lease No. BT-G-4

THE PORT OF NEW YORK AUTHORITY
BUS TERMINAL

AGREEMENT OF LEASE

between

THE PORT OF NEW YORK AUTHORITY

and

THE GREYHOUND CORPORATION

Dated as of: March 17, 1962

BTO-9250

Lease No. DT-0-4

THIS AGREEMENT, made as of the seventeenth day of March, 19 63, by and between THE PORT OF NEW YORK AUTHORITY (hereinafter called the "Port Authority"), a body corporate and politic, created by Compact between the States of New Jersey and New York, with the consent of the Congress of the United States of America, and having an office at 111 Eighth Avenue, in the Borough of Manhattan, City, County and State of New York, and

THE GREYHOUND CORPORATION

(hereinafter called the "Lessee"), a corporation organized and existing under the laws of the State of Delaware, with an office and place of business at 140 South Dearborn Street, Chicago 3, Illinois, whose representative is the President of Eastern Greyhound Lines Division of The Greyhound Corporation, 1400 West Third Street, Cleveland 13, Ohio; whose representative is

WITNESSETH THAT:

The Port Authority and the Lessee, for and in consideration of the rents, covenants and agreements hereinafter contained, mutually covenant and agree as follows:

SECTION 1. *Letting*

The Port Authority hereby lets to the Lessee and the Lessee hereby hires and takes from the Port Authority, at the Port Authority Bus Terminal, in the Borough of Manhattan, City, County and State of New York, the space(s) as shown in diagonal hatching on the sketch(s) annexed hereto, made a part hereof and marked "Exhibit A",

together with the fixtures, improvements and other property of the Port Authority located therein or thereon, said space(s), fixtures, improvements and other property of the Port Authority being hereinafter collectively referred to as the "premises".

SECTION 2. *Term*

The term of the letting under this Agreement shall commence on April 1, 1963 and shall, unless sooner terminated, or unless extended, expire on March 31, 1981.

SECTION 3. *Rights of User by the Lessee*

The Lessee shall use the premises for the following purposes only and for no other purpose whatsoever; as a business, administrative and operating office in connection with the Lessee's operations at the Terminal; for performance of dispatch functions and the maintenance of a driver's room. The Lessee shall make no sales of any kind at or from the premises.

SECTION 4. *Basic Rental*

(a) The Lessee agrees to pay to the Port Authority a basic rental for the premises at the rate of Seventeen Thousand Eighty-one Dollars and No Cents ($17,081.00) per annum, payable monthly in advance in equal installments on subject to adjustment to the actual square footage of the premises on the commencement date, applying the 1953 Real Estate Board of New York formula for divided floor space and on annual rate of $6.25 per square foot.

be or be construed to be an eviction of the Lessee or a breach of this Agreement. In the event that the Lessee has received a notice hereunder it shall deliver all or any such portion of the premises so required in the same condition as that required hereunder for the delivery of the premises on the cessation of the letting. In the event of the taking or delivery of all the premises, this Agreement and the letting hereunder shall on the day of such taking or delivery cease and expire as if that day were the date originally stated herein for the expiration of this Agreement; and, in the event of the taking or delivery of any portion of the premises, then, from and after such taking or delivery, such portion of the premises shall cease to be a part of the premises hereunder and there shall be an abatement of rental as hereinafter provided in Section 18.

(e) The Lessee, before closing and leaving the premises at any time for any period, shall close all windows therein and turn off all water taps.

(f) If the Port Authority deems it advisable for security reasons, the Lessee shall provide and its employees shall wear or carry badges or other suitable means of identification which shall be subject to the prior written approval of the Superintendent of the Terminal.

SECTION 8. *Prohibited Acts*

The Lessee shall not: (a) commit any nuisance on the premises, or do or permit to be done anything which may result in the creation or commission of a nuisance on the premises; (b) cause or permit to be caused or produced upon the premises, to permeate the same or to emanate therefrom, any unusual, noxious or objectionable smokes, gases, vapors, or odors; (c) use the premises for lodgings or sleeping purposes or for any immoral purposes; (d) install or use any radio or television set, air conditioning unit or equipment, refrigerator, heating or cooking apparatus in the premises except with the prior written approval of the Port Authority; (e) install window shades or venetian blinds on the windows of the premises unless and until the type and color of same shall have been previously approved in writing by the Port Authority; (f) do or permit to be done anything which may interfere with the effectiveness or accessibility of existing and future utilities systems or portions thereof on the premises or elsewhere at the Terminal, including therein without limitation thereto systems for the supply of heat, water hot and cold, gas, electricity and fuel and for the furnishing of fire-alarm, fire-protection, sprinkler, sewerage, drainage, air-conditioning, telephone, telegraph, tele-register, pneumatic-tube dispatch and inter-communications services including lines pipes, mains, wires, conduits and equipment connected with or appurtenant to all such systems, nor do or permit to be done anything which may interfere with free access and passage in the premises, elsewhere in the Terminal or in the streets and sidewalks adjacent to the Terminal; (g) do or permit to be done anything which may interfere with the effectiveness or accessibility of elevators or escalators at the Terminal, including lines pipes wires conduits and equipment connected with or appurtenant thereto; (h) overload any floor in the premises, (i) place any furniture, machine or equipment over any expansion or contraction joint unless one end of such furniture, machine or equipment is free to permit expansion or contraction; (j) place any additional lock of any kind upon any window or interior or exterior door in the premises unless a key therefor is delivered to the Port Authority, nor make any change in any existing door or window lock or the mechanism thereof, except with the prior written approval of the Port Authority, and upon the expiration or sooner termination of the letting hereof, the Lessee shall surrender to the Port Authority any and all keys to interior and exterior doors on the premises, whether said keys were furnished to or were otherwise procured by the Lessee, and in the event of the loss of any keys furnished by the Port Authority to the Lessee, the Lessee shall pay to the Port Authority the cost of replacement thereof; (k) do or permit to be done any act or thing upon the premises which will invalidate or conflict with any insurance policies covering the premises or any part thereof or the Terminal, or any part thereof, or which, in the opinion of the Port Authority may constitute an extra-hazardous condition, so as to increase the risks normally attendant upon the operations contemplated by Section 3 hereof, and the Lessee shall promptly observe comply with and execute the provisions of any and all present and future rules and regulations, requirements, orders and directions of the New York Board of Fire Underwriters, the New York Fire Insurance Exchange, or of any other board or organization exercising or which may exercise similar functions, which may pertain or apply to the operations of the Lessee on the premises, and the Lessee shall, subject to and in accordance with the provisions of Section 11 hereof, make any and all non-structural improvements, alterations or repairs of the premises that may be required at any time hereafter by any such present or future rule, regulation, requirement, order

(g) The parties do hereby stipulate that neither the provisions of Section 227 of the Real Property Law of the State of New York nor those of any other similar statute shall extend or apply to this Agreement.

(h) In the event of a partial or total destruction of the premises, the Lessee shall immediately remove any and all of its property and/or debris from the premises or the portion thereof destroyed and if the Lessee does not promptly so remove, the Port Authority may remove such property to a public warehouse for deposit or retain the same in its own possession and sell the same at public auction, the proceeds of which shall be applied first to the expenses of removal, storage and sale, second to any sums owed by the Lessee to the Port Authority, with any balance remaining to be paid to the Lessee; if the expenses of such removal, storage and sale shall exceed the proceeds of sale, the Lessee shall pay such excess to the Port Authority upon demand.

SECTION 10. *Indemnity*

The Lessee shall indemnify and hold harmless the Port Authority, its Commissioners, officers, agents and employees from all claims and demands of third persons including but not limited to those for death, for personal injuries, or for property damages, arising out of the use or occupancy of the premises by the Lessee or out of any of the acts or omissions of the Lessee, its officers, members, employees, agents, representatives, contractors, customers, guests, invitees and other persons doing business with it where such acts or omissions are on the premises or arising out of any acts or omissions of the Lessee, its officers, members, employees, agents and representatives where such acts or omissions are elsewhere at the Terminal.

SECTION 11. *Construction by the Lessee*

The Lessee shall not erect any structures, make any changes, alterations, improvements or do any other construction work on or to the premises, or install any fixtures in or on the premises (other than trade fixtures, removable without injury to the freehold) without the prior written approval of the Port Authority, and in the event any construction, improvement, alteration, modification, addition, repair or replacement is made without such approval, then upon reasonable notice so to do, the Lessee will remove the same, or, at the option of the Port Authority, cause the same to be changed to the satisfaction of the Port Authority. In case of any failure on the part of the Lessee to comply with such notice, the Port Authority may effect the removal or change and the Lessee shall pay the cost thereof to the Port Authority on demand.

SECTION 12. *Signs*

~~(a) Except with the prior written approval of the Port Authority, the Lessee shall not erect, maintain or display any signs or any advertising at or on the exterior parts of the premises or in the premises so as to be visible through the windows or exterior doors thereof.~~

(b) Upon the expiration or termination of the letting, the Lessee shall remove, obliterate or paint out, as the Port Authority may direct, any and all signs and advertising on the premises or elsewhere at the Terminal if pertaining to the Lessee, and in connection therewith shall restore the premises and the Terminal to the same condition as at the commencement of the letting. In the event that there is a failure by the Lessee so to remove, obliterate or paint out each and every sign or advertising and so to restore the premises and the Terminal, the Port Authority may, at its option, perform the necessary work at the expense of the Lessee, and the charge therefor shall be paid by the Lessee to the Port Authority on demand.

SECTION 13. *Services*

(a) The Port Authority shall, without additional charge, furnish heat, to an even and comfortable working temperature, during the months of October to April inclusive, to the Lessee in the premises, during usual working hours on days other than Sundays and legal holidays (as fixed by the laws of the State of New York).

(b) The Port Authority shall, without additional charge, furnish non-exclusive toilet and washroom facilities for the employees of the Lessee.

(c) The Port Authority shall, without additional charge, daily (but not on Saturdays, Sundays and legal holidays (as fixed by the laws of the State of New York)) dust and clean the premises and empty waste paper baskets therein and shall also, without additional charge, periodically clean the windows of the premises but such window cleaning need not be more frequent than once a month.

(d) The Port Authority agrees to sell, furnish and supply to the Lessee in the premises and the Lessee agrees to take and pay the Port Authority for electricity, in reasonable quantities, for illumination (all bulbs to be supplied and installed by the Lessee) and power; said electricity to be 60 cycle, alternating current at 120 volts, to be paid for by the Lessee according to either (at the option of the Port Authority exercisable at any time and from time to time) of the following methods:

(1) to be metered by the Port Authority and to be paid for by the Lessee at the rates which

including all interest costs damages and penalties and the same may be added to any installment of rent thereafter due hereunder and each and every part of the same shall be and become additional rent recoverable by the Port Authority in the same manner and with like remedies as if it were originally a part of the basic rental as set forth in Section 4 hereof

(b) For all purposes under this Section and in any suit action or proceeding of any kind between the parties hereto any receipt showing any payment of sum or sums by the Port Authority for any work done or material furnished shall be *prima facie* evidence against the Lessee that the amount of such payment was necessary and reasonable Should the Port Authority elect to use its own operating and maintenance staff in making any repairs replacements and/or alterations and to charge the Lessee with the cost of same any time sheet of any employee of the Port Authority showing hours of labor or work allocated to any such repair replacement and/or alteration or any stock requisition of the Port Authority showing the issuance of materials for use in the performance thereof shall likewise be *prima facie* evidence against the Lessee that the amount of such charge was necessary and reasonable.

SECTION 16. *Rights of Entry Reserved*

(a) The Port Authority by its officers employees agents representatives and contractors shall have the right at all reasonable times to enter upon the premises for the purpose of inspecting the same for observing the performance by the Lessee of its obligations under this Agreement and for the doing of any act or thing which the Port Authority may be obligated or have the right to do under this Agreement or otherwise

(b) Without limiting the generality of the foregoing the Port Authority by its officers employees representatives and contractors shall have the right for the benefit of the Lessee or for the benefit of others at the Terminal to maintain existing and future utilities systems or portions thereof on the premises including therein without limitation thereto systems for the supply of heat water hot and cold gas electricity and fuel and for the furnishing of fire alarm fire-protection sprinkler sewerage drainage air-conditioning telephone telegraph tele-register pneumatic tube dispatch and intercommunications services, and to maintain elevator and escalator systems including lines pipes mains wires conduits and equipment connected with or appurtenant to all such systems and to enter upon the premises at all reasonable times to make such repairs alterations and replacements as may in the opinion of the Port Authority be deemed necessary or advisable and from time to time to construct or install over in under or through the premises new lines pipes mains wires conduits and equipment and to use the premises for access to other portions of the Terminal not otherwise conveniently accessible *provided, however*, that such repair alteration replacement construction or access shall not unreasonably interfere with the use of the premises by the Lessee

(c) Nothing in this Section shall or shall be construed to impose upon the Port Authority any obligation so to construct or maintain or to make repairs replacements alterations or additions or shall create any liability for any failure so to do

(d) At any time and from time to time during ordinary business hours within the six (6) months next preceding the expiration of the letting the Port Authority by its agents and employees, whether or not accompanied by prospective lessees occupiers or users of the premises, shall have the right to enter thereon for the purpose of exhibiting and viewing all parts of the same and during such six month period the Port Authority may place and maintain on the premises the usual 'To Let' signs which signs the Lessee shall permit to remain without molestation

(e) If during the last month of the letting the Lessee shall have removed all or substantially all the Lessee's property from the premises the Port Authority may immediately enter and alter renovate and redecorate the premises.

(f) No abatement of rental shall be claimed by or allowed to the Lessee by reason of the exercise of any or all of the foregoing rights by the Port Authority or others

SECTION 17. *Condemnation*

(a) In any action or proceeding instituted by any governmental agency or agencies for the taking for a public use of any interest in all or any part of the premises the Lessee shall not be entitled to assert any claim to any award or part thereof made or to be made

(2) By order or decree of a court the Lessee shall be adjudged bankrupt or an order shall be made approving a petition filed by any of the creditors or, if the Lessee is a corporation, by any of the stockholders of the Lessee, seeking its reorganization or the readjustment of its indebtedness under the federal bankruptcy laws or under any law or statute of the United States or of any State thereof; or

(3) A petition under any part of the federal bankruptcy laws or an action under any present or future insolvency law or statute shall be filed against the Lessee and shall not be dismissed within ~~thirty (30)~~ days after the filing thereof; or

(4) The letting hereunder or the interest or estate of the Lessee under this Agreement shall be transferred to, pass to or devolve upon, by operation of law or otherwise, any other person, firm or corporation, or

(5) The Lessee, if a corporation, shall, without the prior written approval of the Port Authority, become a possessor or merged corporation in a merger, a constituent corporation in a consolidation, or a corporation in dissolution, or

(6) The Lessee is, or the Lessees collectively are doing business as, or constitute a copartnership and the said copartnership shall be dissolved as the result of any act or omission of its copartners or any of them, or by operation of law or the order or decree of any court having jurisdiction, or for any other reason whatsoever; or

(7) By or pursuant to, or under authority of any legislative act, resolution or rule, or any order or decree of any court or governmental board, agency or officer having jurisdiction, a receiver, trustee, or liquidator shall take possession or control of all or substantially all the property of the Lessee, and such possession or control shall continue in effect for a period of ~~fifteen (15)~~ days; or

(8) Any lien is filed against the premises because of any act or omission of the Lessee and is not removed within ten (10) days; or

(9) The Lessee shall voluntarily abandon, desert, vacate or discontinue its operations in the premises; or

(10) The Lessee shall fail duly and punctually to pay the rentals or to make any other payment required hereunder when due to the Port Authority; or

(11) The Lessee shall fail to keep, perform and observe each and every other promise, covenant and agreement set forth in this Agreement on its part to be kept, performed, or observed, within ~~ten (10)~~ days after receipt of notice of default thereunder from the Port Authority (except where fulfillment of its obligation requires activity over a period of time, and the Lessee shall have commenced to perform whatever may be required for fulfillment within ten (10) days after receipt of notice and continues such performance without interruption except for causes beyond its control);

then upon the occurrence of any such event or at any time thereafter during the continuance thereof, the Port Authority may by ~~five (5)~~ days' notice terminate the letting, such termination to be effective upon the date specified in such notice. Such right of termination and the exercise thereof shall be and operate as a conditional limitation.

(b) If any of the events enumerated in paragraph (a) of this Section shall occur prior to the letting, the Lessee shall not be entitled to enter into possession of the premises and the Port Authority upon the occurrence of any such event or at any time thereafter during the continuance thereof by twenty-four (24) hours' notice may cancel the interest of the Lessee under this Agreement, such cancellation to be effective upon the date specified in such notice.

(c) No acceptance by the Port Authority of rentals, fees, charges or other payments in whole or in part for any period or periods after a default of any of the terms, covenants and conditions to be performed, kept or observed by the Lessee shall be deemed a waiver of any right on the part of the Port Authority to terminate the letting.

(d) No waiver by the Port Authority of any default on the part of the Lessee in performance of any of the terms, covenants or conditions hereof to be performed, kept or observed by the Lessee shall be or be construed to be a waiver by the Port Authority of any other or subsequent default in performance of any of the said terms, covenants and conditions.

SECTION 26. *Surrender*

(a) The Lessee covenants and agrees to yield and deliver peaceably to the Port Authority possession of the premises on the date of the cessation of the letting, whether such cessation be by termination, expiration or otherwise, promptly and in good condition, reasonable wear excepted.

(b) The Lessee shall have the right at any time during the letting to remove its equipment, inventories, removable fixtures and other personal property from the premises. If the Lessee shall fail to remove its property on or before the termination or expiration of the letting, the Port Authority may remove such property to a public warehouse for deposit or retain the same in its own possession, and sell the same at public auction, the proceeds of which shall be applied first to the expenses of removal, storage and sale, second to any sums owed by the Lessee to the Port Authority, with any balance remaining to be paid to the Lessee; if the expenses of such removal, storage and sale shall exceed the proceeds of sale, the Lessee shall pay such excess to the Port Authority upon demand.

SECTION 27. *Acceptance of Surrender of Lease*

No agreement of surrender or to accept a surrender shall be valid unless and until the same shall have been reduced to writing and signed by the duly authorized representatives of the Port Authority and of the Lessee. Except as expressly provided in this Section, neither the doing of, nor any omission to do, any act or thing, by any of the officers, agents or employees of the Port Authority, shall be deemed an acceptance of a surrender of the letting or of this Agreement.

SECTION 28. *Brokerage*

The Lessee represents and warrants that no broker has been concerned in the negotiation of this Agreement and that there is no broker who is or may be entitled to be paid a commission in connection therewith. The Lessee shall indemnify and save harmless the Port Authority of and from any claim for commission or brokerage made by any and all persons, firms or corporations whatsoever for services in connection with the negotiation and execution of this Agreement.

SECTION 29. *Limitation of Rights and Privileges Granted*

No greater rights or privileges with respect to the use of the premises or any part thereof or with respect to the Terminal are granted or intended to be granted to the Lessee by this Agreement, or by any provision thereof, than the rights and privileges expressly granted hereby.

SECTION 30. *Notices*

All notices, requests, consents and approvals required to be given to or by either party shall be in writing, and all such notices and requests shall be personally delivered to the duly designated officer or representative of such party or delivered to the office of such officer or representative during regular business hours, or forwarded to him or to the party at such address by registered mail. The Lessee shall designate an office within the Port of New York District and an officer or representative whose regular place of business is at such office. Until further notice, the Port Authority hereby designates its Executive Director, and the Lessee designates the person named as representative on the first page hereof as their respective officers or representatives upon whom notices and requests may be served, and the Port Authority designates its office at 111 Eighth Avenue, New York 11, New York, and the Lessee designates its office at its address stated on the first page hereof, as their respective offices where notices and requests may be served.

SECTION 31. *Place of Payments*

All payments required of the Lessee by this Agreement shall be made at the office of the Treasurer of the Port Authority, 111 Eighth Avenue, New York 11, New York, or to such other officer or address as may be substituted therefor.

SECTION 32. *Quiet Enjoyment*

The Port Authority covenants and agrees that as long as it remains the owner of the Terminal, the Lessee, upon paying all rentals hereunder and performing all the covenants, conditions and provisions of this Agreement on its part to be performed, shall and may peaceably and quietly have, hold and enjoy the premises free of any act or acts of the Port

SECTION 37. Air Conditioning

The Port Authority agrees to supply to the Lessee in the premises air conditioning sufficient to maintain the premises or any part thereof to a comfortable temperature during such hours as the Lessee may conduct its operations in the premises or such part thereof from May 1 through September 30. If the air conditioning of the premises can be controlled by a mechanism within the premises, the Lessee shall shut off the air conditioning before closing and leaving the premises at any time for a period of more than four (4) hours. The Port Authority shall have the rights of entry specified in Section 16 for the purpose of observing the Lessee's compliance with the provisions of this Section and may lock, seal or install any timing device on or in connection with any air conditioning control mechanism so as to provide that the premises or a part thereof shall only be air conditioned during the hours of operation. During the period that air conditioning is provided, the Lessee will cause all windows to be kept shut at all times and all doors to be kept closed except when being used for access to the premises.

SECTION 38. Prior Entry for Construction

Not sooner than September 5, 1962, the Lessee may enter upon and occupy the premises, for the purpose only of preparing them for its occupancy under this Agreement, including performing the work of construction and installation of equipment. Such entry upon and use of the premises, and all work of construction and installation, shall be under and in accordance with all the terms, provisions, covenants and conditions of this Agreement except for the provisions regarding the payment of rental and the purposes of the letting, and under all the terms and provisions of an alteration permit or permits to be entered into between the Port Authority and the Lessee prior to the commencement of any work whatsoever. No work shall be done until approval thereof on behalf of the Port Authority shall have been secured. If completion of the work of construction and installation is delayed beyond April 1, 1963 by causes beyond the Lessee's control, including any labor trouble, the commencement date of the letting and the commencement of rental shall be postponed if the Lessee has diligently performed and shall continue diligently to perform the work; but notwithstanding any delay in completion from any cause whatsoever, the letting and the rental shall commence in any event no later than October 1, 1963.

SECTION 39. Postponement

(a) The Port Authority shall use due diligence in preparing the premises for use by the Lessee, and in making the same vacant and available on the commencement date of the letting under this Agreement. However, if the Terminal or the premises shall not be ready for use by the Lessee on such date, by reason of the fact that the user thereof has not removed therefrom, or that it has not been feasible for the Port Authority to relocate such user, or by reason of any cause or condition beyond the control of the Port Authority, the Port Authority shall not be subject to any liability for the failure to make the premises available on the said date.

(b) If prior to the commencement date of the letting, the Port Authority believes that the premises will not be available on such date, the Port Authority will so notify the Lessee, such notification to be a notice of six (6) months, if feasible, or a notice of lesser duration dependent on facts then known to the Port Authority. If the factual situation on which the Port Authority has premised a notice changes, subsequent notice or notices may be given subject to the requirements of this Section. However, if the premises are not made available for use by the Lessee on or before a date six (6) months after the commencement date of the letting as set forth in this Agreement, then this Agreement shall be deemed canceled, except that each party shall and does hereby release the other party of and from any and all claims or demands based on this Agreement or on a breach or alleged breach thereof. Unless sooner terminated, the expiration date of the letting shall be postponed from the expiration date stated in this Agreement for the same period that the commencement date of the letting shall be postponed hereunder, if at all.

SECTION 40. Adjustments

All rental rates, fees and charges under this Agreement shall be adjusted as set forth in a schedule hereto attached, hereby made a part hereof and marked "Exhibit J"; provided, however, that no rentals, fees or charges computed through application of the said schedule shall become effective if they would be lower than the same rentals, fees and charges as originally set forth in this Agreement.

SECTION 41. Administrative Recourse

(a) The parties agree that their contractual relationship shall be governed and determined by all the terms, conditions and provisions of this Agreement. However, in view of the substantial duration and the comprehensiveness of the Agreement, it may be anticipated that from time to time the Lessee will deem some action or proposed action of the Port Authority thereunder to be unwarranted or improper. To the end that the Lessee may have an opportunity to present its views and arguments with reference to any such action, on all administrative levels of the Port Authority, the following procedure is formulated and agreed upon: as soon as any matter is brought to the attention of or known to any management personnel of the Lessee (including its terminal manager and its chief dispatcher), the Lessee's New York Regional Manager within ten days of knowledge to such personnel, may request discussion of the matter with the Manager of the Bus Terminal, who shall then discuss the matter at a time fixed by mutual agreement, but not later than ten days after the request. If the Manager of the Bus Terminal does not agree with the position of the said New York Regional Manager, then within twenty days after such initial request, the President of Eastern Greyhound Lines may request such discussion with the Director of Terminals of the Port Authority, who shall then discuss the matter at a time fixed by mutual agreement, but not later than ten days after the request from the said President. If the Director of Terminals of the Port Authority does not agree with the position of the said President, the President of The Greyhound Corporation may request such discussion with the Executive Director of the Port Authority, at a time fixed by mutual agreement, but not later than ten days after the request. In the absence of other agreement, no such discussion by the President and Executive Director shall extend beyond two weeks.

(b) The Port Authority will not take action under subparagraph (11) of paragraph (a) of Section 20 of this Agreement during the pendency of the above discussions.

(c) If any of the official positions referred to above shall be abolished or its duties substantially changed, the substitute position having substantially the same duties shall be deemed to have been referred to herein, or, if any of the said positions shall be vacant, the person performing substantially the same duties shall be deemed to be the incumbent of the said position, provided, however, that the discussions referred to shall be held by the incumbents of the positions named unless such incumbents are out of the United States.

Section 42. Amendments

Prior to the execution of this Agreement by either the Port Authority or the Lessee, the following changes were made in the Agreement, which it shall not be necessary physically to indicate:

(a) The final sentence of Section 6 was deleted and the following sentences were substituted in lieu thereof:

"The Port Authority agrees that except in cases of emergency it shall give notice to the Lessee of every rule or regulation hereafter adopted by it, at least ten (10) days, exclusive of Saturdays, Sundays and holidays, before the Lessee shall be required to comply therewith. The Lessee shall have the right to present its comments and objections with regard to any such rule or regulation hereafter adopted, in writing to the Port Authority. The Lessee shall use its best efforts to require its passengers, guests, invitees and others doing business with it to observe and comply with the said rules and regulations, as supplemented and amended."

(b) The word "reasonably" shall be deemed to have been inserted in the final clause of paragraph (b) of Section 7, between the word "steps" and the word "necessary".

(c) Paragraph (f) of Section 9 was deleted and the following was substituted in lieu thereof:

"(f) In the event that the premises are damaged at any time subsequent to the execution of this Agreement, without fault on the part of the Lessee or of any other for whose acts or omissions the Lessee is responsible under paragraph (b) of this Section 9, so as to render the premises unusable in whole or in part, then the Port Authority shall repair or rebuild the premises with due diligence; but if any portion of the Terminal other than the premises is so damaged, together with any part of the premises, then the Port Authority shall have an option either to proceed with due diligence to make the necessary repairs and to do the necessary rebuilding or to terminate the letting under this Agreement; its election under this option shall be communicated to the Lessee within sixty (60) days after the date of such damage; if more than half the usable area of the premises has been destroyed, and the Port Authority elects to repair or rebuild, and states that the repair or rebuilding will require more than nine (9) months' time, then the Lessee shall have an option to terminate the letting under this Agreement by notice given within fifteen (15) days after notice of the Port Authority's election. The rental hereunder shall be abated as provided in Section 18 for the period from the occurrence of the damage to the completion of repairs and rebuilding or to the effective date of termination, as the case may require."

(d) Paragraph (a) of Section 12 of this Agreement was deleted and the following was substituted in lieu thereof:

"(a) Except as required by law or governmental regulation and except with the consent of the Port Authority, the Lessee shall not erect, maintain or display any signs or any advertising at or on the exterior parts of the premises or in the premises so as to be visible through the windows or exterior doors thereof."

(e) The Port Authority agrees to sell, furnish and supply to the Lessee in the premises, and the Lessee agrees to take and pay the Port Authority for, cold water in reasonable quantities, of the character furnished by the municipality supplying the same in the vicinity, and hot water in reasonable quantities, at approximately the temperature hereinbelow stated. The provisions of Section 13 shall apply as if the supply of hot and cold water were set forth in paragraph (d) of Section 13. Hot and cold water shall be charged for as metered, through meters to be provided by the Port Authority, at the following rates:

Cold Water: 110% of the cost if the Lessee purchased the same directly from the supplier;

Hot Water, at F. 120° to 140°: $20 per 1,000 cu. ft.

(f) The phrase "during usual working hours on days other than Sundays and legal holidays (as fixed by the laws of the State of New York)" was deleted from paragraph (a) of Section 13.

(g) A merger or consolidation shall not be a default under subparagraph (5) of paragraph (a) of Section 20 of this Agreement if it does not diminish the net worth of the Lessee by more than ten percent (10%).

(h) The word and figure "thirty (30)" appearing in subparagraph (3) of paragraph (a) of the said Section 20 were deleted and the word and figure "sixty (60)" were substituted in lieu thereof; the word and figure "fifteen (15)" appearing in subparagraph (7) of the said paragraph (a) were deleted and the word and figure "thirty (30)" were substituted in lieu thereof; the word and figure "ten (10)" appearing in the third line of subparagraph (11) of the said paragraph (a) were deleted, and the word and figure "twenty (20)" were substituted in lieu thereof; and the word and figure "five (5)" appearing in the last part of the said paragraph (a) were deleted and the word and figure "thirty (30)" were substituted in lieu thereof.

SECTION 43. Special Termination Rights

(a) The Port Authority and the Lessee, contemporaneously with the making of this Agreement but as of March 14, 1962, have entered into an agreement (hereinafter called "the License Agreement") under which the Lessee, as the Carrier thereunder, is licensed to operate buses to and from the Terminal. In the event the Port Authority shall terminate the License Agreement under Section 16 thereof, the Port Authority shall have the right to terminate the letting under this Agreement by ten (10) days' notice and the same shall be considered to be a termination under Section 20 of this Agreement.

(b) In the event of termination of the License Agreement under Sections 12, 13 or 20 thereof, relating to casualty, labor troubles and condemnation, the Port Authority and the Lessee shall each have the right to terminate the letting under this Agreement by ten (10) days' notice to the other, such termination to be effective as if the effective date thereof were the date of expiration of the letting hereunder.

(c) In the event of cancellation of the License Agreement under Section 22 thereof, then the Port Authority and the Lessee shall each have the right to terminate the letting under this Agreement, and in such event each party shall and does hereby release the other party of and from any and all claims and demands based on this Agreement, or on a breach or alleged breach thereof.

(d) No right of termination under this Section may be exercised more than thirty (30) days after the effective date of the particular termination or cancellation of the License Agreement referred to in the above subdivisions (a), (b) and (c).

SECTION 44. Entire Agreement

This Agreement consists of the following: Sections numbered 1 through 44, appearing on pages numbered 1 through 19, and the attached exhibits. It constitutes the entire agreement of the Port Authority and the Lessee on the subject matter and

may not be changed, modified, discharged or extended except by written instrument duly executed by the Port Authority and the Lessee. The Lessee agrees that no representations or warranties shall be binding upon the Port Authority unless expressed in writing in this Agreement.

IN WITNESS WHEREOF, the Port Authority and the Lessee have executed these presents the 17th day of May, 1962.

ATTEST:

/s/ Joseph G. Carty
Secretary

THE PORT OF NEW YORK AUTHORITY

By /s/ S. Sloan Colt

(Title) Chairman of Board

(Seal)
(Attached)

ATTEST:

/s/ Merrill Buffington
Secretary

THE GREYHOUND CORPORATION

By /s/ M. C. Frailey

(Title) President

(Corporate Seal)
(Attached)

EXHIBIT J

FEE AND CHARGE ADJUSTMENTS

(1) (a) All fees and charges payable by the Carrier to the Port Authority under this Agreement will be increased by amounts to be determined as set forth below, based on the percentage of increase of the average hourly labor rates and costs to the Port Authority for the personnel categories hereinafter set forth, the increase being based on costs computed as of December 31, 1960. Increases of fees and charges will be effective January 1 of 1968, 1973 and 1978, being prospective for each of the five-year periods commencing on January 1, 1968 and on January 1, 1973, and for the longer period commencing January 1, 1978. The percentage of increase shall be computed on the basis of full hourly wage and salary rates and costs, and such rates and costs shall include fringe benefits as hereinafter referred to.

(b) Increases in those fees and charges which are expressed in the Agreement in sums of money shall be based on the increases of the full hourly wage and salary rates and costs computed effective December 31 of 1967, 1972 and 1977, as compared with the full hourly wage and salary rates and costs computed as of December 31, 1960. Increases in the fees and charges which are expressed in the Agreement as applications of percentages shall be based on the excess, if any, of the increases of the full hourly wage and salary rates and costs computed effective December 31 of 1967, 1972 and 1977, as compared with the full hourly wage and salary rates and costs computed as of December 31, 1960, over the percentage increase in fares, if any, in each of the same periods; such excess shall be applied to the net percentage figure (which shall be, in the case of the percentage figure set forth in Section 14(a)(4) of the License Agreement, that figure as reduced by operation of the provisions of Section 33(b) of the License Agreement) used to compute the sums receivable by the Port Authority. In computing the percentage increase in labor costs, individual increases or decreases of full hourly wage and salary rates and costs for each of the personnel categories will be computed, and the resulting percentages will be averaged to arrive at the final percentage figure. All percentages used in computation hereunder will be expressed to the nearest 1/10 of 1%, and wage and salary rates and costs will be expressed to the nearest cent.

The percentage increase in fares shall be the percentage by which the sum of the regular adult one-way fares (according to the published tariffs of The Greyhound Corporation) from New York, New York to the destination points named below in effect on December 31, 1960 is exceeded by the sum of the same fares in effect on December 31, 1967, 1972 and 1977, as the case may require: Chicago, Ill., Detroit, Mich., Miami, Fla., New Orleans, La., Norfolk, Va., St. Louis, Mo., and San Francisco, Cal.

(2) The personnel categories used in computing the full hourly wage and salary costs and expenses shall be the following: Police Officer, Lobby Information Agent I, Baggage Man I, Red Cap, Building Attendant I, Watch Engineer (air-conditioning and heating), Electrician I, Clerk I. If any of the job titles set forth above shall be changed, the new job title shall be deemed to have been substituted therefor; however, in any substitution or change the essence of the personnel category, as evidenced by the description of its duties, shall be controlling, rather than the job title, and if the functions of the job are abolished, the job title shall be eliminated from the personnel categories used. The wage and salary rates used in computations hereunder shall be the starting wage or salary for each personnel category.

(3) The fringe benefits shall include payments by the Port Authority to the New York State Employees' Retirement System, Federal Old Age Disability and Survivors' Insurance System, net premiums (i.e., premiums less dividends) for group health, major medical and life insurance programs, premiums for workmen's compensation insurance, plus any other payments made by the Port Authority for any other employee-benefit programs in existence from time to time, whether such additional programs have been instituted by the Port Authority voluntarily, by contract or pursuant to law. There shall also be included in fringe benefits any amounts paid into, reserved or set aside for self-insurance funds for benefits as referred to above.

(4) To include fringe benefits in the full hourly wage and salary rate and costs, the salary or wage rate shall be increased by a percentage which shall be equivalent to the percentage by which fringe-benefit costs and expenses enlarge the cost of all Port Authority wages and salaries constituting the basis for fringe benefits.

(5) On April 30 in 1968, in 1973 and in 1978, the Port Authority will render to the Carrier a statement setting forth starting wage and salary rates for the relevant personnel categories and data covering computation of fringe benefits. To the extent that data is available and accounting procedures permit, fringe benefits will be set forth in terms of cost and expense to the Port Authority for the next preceding calendar year. However, if such data cannot readily be developed, components of cost entering into the computation of fringe benefits for the latest preceding twelve-month period for which data is available will be used.

(6) There are attached hereto a schedule showing computations based on presently existing procedures and accounting practices of the Port Authority and a schedule of the fares in effect on December 31, 1960 to the named points.

(7) In the event this shall be attached to and become part of a lease, the word "Carrier" herein shall be deemed to mean "Lessee", and rentals payable under such lease shall be deemed included in "fees and charges".

SCHEDULE OF COMPUTATIONS OF HOURLY LABOR COSTS AS OF DECEMBER 31, 1960

Job Title	1 Number of hours normally paid for in a 2-week period	2 Bi-weekly Salary as of December 31, 1960	3 Net Cost of Fringe Benefits as a percentage of Payroll (see ff.p.)	4 Column 2 increased by percentage in Column 3	5* Column 4 divided by Column 1
Police Officer	80	$192.00	19.1%	$228.67	$2.86
Watch Engineer (Air Conditioning & Heating)	80	$219.00	12.2%	$245.72	$3.07
Electrician I	80	$199.00	12.2%	$223.28	$2.79
Lobby Information Agent I	80	$173.00	12.2%	$194.11	$2.43
Baggage Man I	80	$150.00	12.2%	$168.30	$2.10
Building Attendant I	80	$143.00	12.2%	$160.45	$2.01
Red Cap	80	$120.00	12.2%	$134.64	$1.68
Clerk I	72-1/2	$124.00	12.2%	$139.13	$1.92

* The figures in Column 5 constitute the full hourly wage and salary rates and costs as of December 31, 1960.

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COMPUTATIONS OF FRINGE BENEFITS FOR YEAR ENDING DECEMBER 31, 1960

Fringe Benefit	Net Cost to Port Authority	Payroll Base	Net Cost as a Percentage of Payroll
N.Y. State Retirement System - Police only	$ 944,997(a)	$ 5,908,448(c)	16.0%
N.Y. State Retirement System - All employees except police	$1,923,446(a)	$ 21,132,746(c)	9.1%
Federal Old Age, Disability and Survivors' Insurance	$ 573,620(b)	$ 33,762,408(d)	1.7%
Blue Cross and Blue Shield Health Insurance	$ 264,637(f)	$ 28,514,597(g)	0.9%
Major Medical Health Insurance	$ 6,281(b)	$ 32,605,913(e)	0.0%
Life Insurance	$ 2,147(b)	$ 32,605,913(e)	0.0%
Workmen's Compensation Insurance	$ 173,696(b)	$ 33,762,408(d)	0.5%
		Total for Police Employees	19.1%
		Total for all Employees except Police	12.2%

Notes:

(a) Bill received May 15, 1960 for 12-month period ending March 31, 1959.
(b) Net cost to Port Authority for calendar year 1960.
(c) Aggregate of annual salary rates of permanent employees on payroll as of March 31, 1959.
(d) Total payroll of all employees for calendar year 1960.
(e) Total payroll of all employees except temporary personnel for calendar year 1960.
(f) Net cost to Port Authority for calendar year 1959.
(g) Total payroll of all employees except temporary personnel for calendar year 1959.

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SCHEDULE OF FARES

The regular adult one-way fares in effect on December 31, 1960 (according to the published tariffs of The Greyhound Corporation) from New York, New York to the destination points named in paragraph (1) (b) of this Exhibit J are as follows:

Destination Point	Fare
CHICAGO, ILLINOIS	$ 25.95
DETROIT, MICHIGAN	21.30
MIAMI, FLORIDA	35.35
NEW ORLEANS, LOUISIANA	36.45
NORFOLK, VIRGINIA	11.20
ST. LOUIS, MISSOURI	28.45
SAN FRANCISCO, CALIFORNIA	76.20
Sum of Fares	$234.90

EXHIBIT R

SPECIAL RULES AND REGULATIONS

1. The Occupant shall use the common areas in the Terminal, including without limiting the generality thereof, all entrances, exits, passages, halls, corridors, courts, vestibules, stairways and elevators, solely for purposes of ingress and egress to and from its space and the Occupant shall not cause any obstruction of or loiter in any such common areas.

2. The Occupant shall not enter upon any court or roof area (including parking area) unless specifically so authorized by lease, permit, license or other agreement with the Port Authority.

3. No fixtures, equipment, furnishings or bulky merchandise, including without limiting the generality thereof desks, chairs, tables, safes, cabinets, shelves, business machines, fans or floor coverings shall be moved to or from the Occupant's space except during such hours as may be prescribed by the Superintendent of the Terminal. In no event will permission be granted by the said Superintendent unless the person employed or under contract to perform such moving is competent and responsible and twenty-four (24) hours' notice of the Occupant's desire to have such moving performed has been given in writing to the said Superintendent.

4. The Occupant shall not mark, drill into, paint or in any way deface any part of the Terminal.

5. The Occupant shall not cover or obstruct in any way, windows, doorways or other openings which admit light or air into the Terminal and there shall not be any cleaning of windows from outside the building.

6. The Occupant shall not place any parcel, bottle or other article on the exterior part of any window sill in the Terminal.

7. The Occupant shall not use any wash bowl, toilet, slop sink or drain, whether located in its space or elsewhere in the Terminal, for any purpose other than those for which it was designed and manufactured, and in no event shall the Occupant dispose or attempt to dispose of thereby any improper articles or substances (whether solid or liquid), including without limiting the generality thereof garbage, refuse, sweepings, rubbish, rags, ashes or litter.

8. The Occupant shall not drop or throw anything from or out of any window in the Terminal and shall not drop or throw anything into any ventilating or elevator shaftway, stairwell or other opening in the Terminal.

9. The Occupant shall not employ or contract for any person to perform general cleaning, janitorial service, window cleaning, extermination or other like service in the Terminal, unless advance notice in writing is given to the Superintendent of the Terminal as to who the proposed person is and said person is competent and responsible.

10. The Occupant shall not canvass, peddle or solicit funds in the Terminal.

11. No animals or pets of any kind whatsoever shall be brought into or kept in the Occupant's space or other part of the Terminal.

12. During such days and hours as the Terminal may not be fully open for business such as Sundays, Saturdays, holidays, late hours of the night and early hours of the morning, the Occupant shall, when entering or leaving the Terminal, if requested by a Port Authority representative, exhibit such authorization or means of identification as may from time to time be prescribed by the Port Authority or as may meet with the approval of such representative.

13. The Occupant shall not directly request any Port Authority employee to do any work or perform any service for it, but shall make all such requests to the Office of the Superintendent of the Terminal.

14. All obligations under these Rules and Regulations shall apply not only to the Occupant, but also to the Occupant's officers, members, employees, agents, representatives, contractors, customers, guests, invitees and others doing business with it and the Occupant shall require and be responsible for compliance herewith by all such persons.

15. As used in these Rules and Regulations, the following terms shall have the respective meanings given below:

(a) "Occupant" shall mean a lessee, permittee or licensee of the Port Authority at the Terminal.

(b) "Space" shall mean any area in the Terminal which an Occupant, as herein defined, has the right or privilege to use or occupy exclusively pursuant to a lease, permit, license or permission from the Port Authority.

(c) "Superintendent of the Terminal" shall mean the person or persons from time to time designated by the Port Authority to exercise the powers and functions vested in the said Superintendent pursuant to these Rules and Regulations; but until further notice from the Port Authority, it shall mean the Superintendent (or the Acting Superintendent) of the Terminal for the time being or his duly designated representative or representatives.

BTG

STATE OF NEW YORK)
) ss.
COUNTY OF NEW YORK)

On the 17th day of May, 1962, before me personally came S. Sloan Colt to me known, who, being by me duly sworn, did depose and say that he resides at
that he is the Chairman of the Board of The Port of New York Authority, one of the corporations described in and which executed the foregoing instrument; that he knows the seal of the said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed by order of the Board of Commissioners of the said corporation; and that he signed his name thereto by like order.

(s) Mildred B. Bruno
(notarial seal and stamp)

MILDRED B. BRUNO
NOTARY PUBLIC, State of New York
No. 30-5497825
Qualified in Nassau County
Cert. filed in New York County
Commission Expires March 30, 1964

STATE OF NEW YORK)
) ss.
COUNTY OF NEW YORK)

On the 17th day of May, 1962, before me personally came M. C. Frailey to me known, who, being by me duly sworn, did depose and say that he resides at that he is the President of The Greyhound Corporation, one of the corporations described in and which executed the foregoing instrument; that he knows the seal of the said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of the said corporation; and that he signed his name thereto by like order.

(s) Mildred B. Bruno
(notarial seal and stamp)

MILDRED B. BRUNO
NOTARY PUBLIC, State of New York
No. 30-5497825
Qualified in Nassau County
Cert. filed in New York County
Commission Expires March 30, 1964

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Lease No. BT-G-4
Supplement No. 7

SUPPLEMENTAL AGREEMENT

THIS AGREEMENT, made as of December 20, 1968, by and between THE PORT OF NEW YORK AUTHORITY (hereinafter called "the Port Authority") and GREYHOUND LINES, INC., (hereinafter called "the Lessee")

WITNESSETH, That:

WHEREAS, heretofore and as of March 17, 1962, the Port Authority entered into an agreement of lease with the Lessee's assignor, which said agreement of lease, as the same has been heretofore amended, modified, supplemented and assigned, is hereinafter called "the Lease", covering space at the Port Authority Bus Terminal, in the Borough of Manhattan, in the City, County and State of New York; and

WHEREAS, the Port Authority and the Lessee desire further to amend the Lease;

NOW, THEREFORE, for and in consideration of the foregoing, and of the covenants and agreements herein contained, the Port Authority and the Lessee hereby agree as follows:

1. (a) The basic rental and other fees and charges payable under the Lease which are subject to adjustments by Exhibit J shall be increased by the percentages set forth below, instead of in accordance with Exhibit J:

Year	Percentage Increase
1968	37.8
1969	40.0
1970	43.3
1971	46.7
1972	48.4

(b) All rentals, fees and charges accruing during the calendar year 1973 and subsequent years, shall be computed and payable in accordance with the provisions of the Lease and as adjusted by application of Exhibit J. Nothing in this Agreement, however, shall prevent the use by the Lessee of Administrative Recourse as provided in the Lease or any other provision thereof in connection with modification of the rentals, fees and charges for periods subsequent to December 31, 1972, and in connection with any adjustment thereof by application of Exhibit J.

Supp 7- BT G-4

2. As hereby amended, all the terms, provisions, covenants and conditions of the Lease shall continue in full force and effect.

3. The Lessee represents and warrants that no broker has been concerned in the negotiation of this Supplemental Agreement and that there is no broker who is or may be entitled to be paid a commission in connection therewith. The Lessee shall indemnify and save harmless the Port Authority of and from all claims for commission or brokerage made by any and all persons, firms or corporations whatsoever for services in connection with the negotiation and execution of this Supplemental Agreement.

4. Payment of rental, fees and charges for the preceding periods of time, as set forth in this Agreement, within thirty (30) days after delivery of the fully executed document to the Lessee, shall be deemed full performance of its payment obligations under the Lease for the corresponding periods of time.

5. Neither the Commissioners of the Port Authority nor any of them, nor any officer, agent or employee thereof, shall be charged personally by the Lessee with any liability, or held liable to the Lessee under any term or provision of this Supplemental Agreement, or because of its execution or attempted execution, or because of any breach, or attempted or alleged breach thereof.

6. This Supplemental Agreement, together with the Lease (to which it is supplementary) constitutes the entire agreement between the Port Authority and the Lessee on the subject matter, and may not be changed, modified, discharged or extended except by instrument in writing duly executed on behalf of both the Port Authority and the Lessee. The Lessee agrees that no representations or warranties shall be binding upon the Port Authority unless expressed in writing in the Lease or in this Supplemental Agreement.

IN WITNESS WHEREOF, the Port Authority and the Lessee have executed these presents as of the date first above written.

ATTEST:

Mildred C. Porth
Assistant Secretary

THE PORT OF NEW YORK AUTHORITY

By Jack Rorer

(Title) DIRECTOR, TERMINALS DEPARTMENT

(Seal)

ATTEST:

Asst. Secretary

GREYHOUND LINES, INC.

By R. Corrigan

(Title) President, Eastern Greyhound Lines Division

(Corporate Seal)

APPROVED FOR TRANSMITTAL FORM | TERMS

Lease No. BT-T-63

THE PORT AUTHORITY
OF NEW YORK AND NEW JERSEY
PORT AUTHORITY BUS TERMINAL

AGREEMENT OF LEASE

between

THE PORT AUTHORITY OF
NEW YORK AND NEW JERSEY

and

GREYHOUND LINES, INC.

Dated as of: June 30, 1993

THIS AGREEMENT, made as of the **30th** day of **June, 1993** by and between **THE PORT AUTHORITY OF NEW YORK AND NEW JERSEY** (hereinafter called the "Port Authority"), a body corporate and politic, created by Compact between the States of New Jersey and New York, with the consent of the Congress of the United States of America, and having an office at One World Trade Center in the Borough of Manhattan, City, County and State of New York, and **GREYHOUND LINES, INC.** (hereinafter called the "Lessee"), **a corporation organized and existing under and by virtue of the laws of the State of Delaware having an office and place of business at 15110 North Dallas Parkway, Dallas, Texas 75248,** whose representative is **Craig Lentzsch, President and Executive Officer;**

WITNESSETH, THAT:

The Port Authority and the Lessee, for and in consideration of the rents, covenants and agreements hereinafter contained, mutually covenant and agree as follows:

SECTION 1. *Letting*

The Port Authority hereby lets to the Lessee and the Lessee hereby hires and takes from the Port Authority, at the Port Authority Bus Terminal (hereinafter called the "Terminal"), in the Borough of Manhattan, City, County and State of New York, the space on the Lower Bus Level at the Terminal as shown in **diagonal hatching** on the sketch annexed hereto, made a part hereof and marked "Exhibit A" together with the fixtures, improvements and other property of the Port Authority located or to be located therein or thereon, the said space, fixtures, improvements and other property of the Port Authority being hereinafter collectively referred to as the "premises". The Port Authority and the Lessee hereby acknowledge that the aforesaid premises constitute non-residential real property.

SECTION 2. *Term*

The term of the letting under this Agreement shall commence on **July 1, 1993** and shall, unless sooner terminated, or unless extended, expire on **January 31, 1999.**

SECTION 3. *Rights of User by the Lessee*

The Lessee shall use the premises for the following purposes only and for no other purpose whatsoever: **For the*exchange only by members of the public of pre-paid tickets or vouchers for transportation on motorbus lines operated by the Lessee or operated by other motorbus carriers as shall have been consented to by the Port Authority from time to time;** ~~**the sale or refunding for cash of any ticket by the Lessee is specifically excluded under this Section 3.**~~

* sale of tickets and the

INITIAL

SECTION 4. *Basic Rental*

(a) During the period July 1, 1993 through January 31, 1994, both dates inclusive, the Lessee agrees to pay to the Port Authority a basic rental for the

premises at the rate of Three Thousand Seven Hundred Eighty-five Dollars and Four Cents ($3,785.04) per annum, payable monthly in advance in equal installments of Three Hundred Fifteen Dollars and Forty-two Cents ($315.42) each on July 1, 1993 and on the first day of each calendar month during such period.

(b) During the period February 1, 1994 through January 31, 1995, both dates inclusive, the Lessee agrees to pay to the Port Authority a basic rental for the premises at the rate of Four Thousand Dollars and Eight Cents ($4,000.08) per annum, payable monthly in advance in equal installments of Three Hundred Thirty-three Dollars and Thirty-four Cents ($333.34) each on February 1, 1994 and on the first day of each calendar month during such period.

(c) During the period February 1, 1995 through May 31, 1995, both dates inclusive, the Lessee agrees to pay to the Port Authority a basic rental for the premises at the rate of Four Thousand One Hundred Dollars and Four Cents ($4,100.04) per annum, payable monthly in advance in equal in equal installments of Three Hundred Forty-one Dollars and Sixty-seven Cents ($341.67) each on February 1, 1995 and on the first day of each calendar month during such period.

(d) During the period June 1, 1995 through January 31, 1996, both dates inclusive, the Lessee agrees to pay to the Port Authority a basic rental for the premises at the rate of Eight Thousand Two Hundred Dollars and Eight Cents ($8,200.08) per annum, payable monthly in advance in equal installments of Six Hundred Eighty-three Dollars and Thirty-four Cents ($683.34) each on June 1, 1995 and on the first day of each calendar month during such period.

(e) During the period February 1, 1996 through January 31, 1997, both dates inclusive, the Lessee agrees to pay to the Port Authority a basic rental for the premises at the rate of Eight Thousand Five Hundred Dollars and Eight Cents ($8,500.08) per annum, payable monthly in advance in equal installments of Seven Hundred Eight Dollars and Thirty-four Cents ($708.34) each on February 1, 1996 and on the first day of each calendar month during such period.

(f) During the period February 1, 1997 through January 31, 1998, both dates inclusive, the Lessee agrees to pay to the Port Authority a basic rental for the premises at the rate of Eight Thousand Eight Hundred Fifty Dollars and No Cents ($8,850.00) per annum, payable monthly in advance in equal installments of Seven Hundred Thirty-seven Dollars and Fifty Cents ($737.50) each on February 1, 1997 and on the first day of each calendar month during such period.

(g) During the period February 1, 1998 throughout the balance of the term of the letting hereunder, the Lessee agrees to pay to the Port Authority a basic rental for the premises at the rate of Nine Thousand Two Hundred Dollars and Four Cents ($9,200.04) per annum, payable monthly in advance in equal installments of Seven Hundred Sixty-six Dollars and Sixty-seven Cents ($766.67) each on February 1, 1998 and on the first day of each calendar month throughout the balance of the term of the letting hereunder.

(h) If the term of the letting hereunder commences on a date other than the first day of a calendar month or expires or is terminated on a date other than the last day of a calendar month, the basic rental payable for the part of the month during which the letting is in effect shall be computed by prorating the monthly basic rental installment on a daily basis, using the actual number of days in the calendar month involved.

SECTION 5. *Governmental Requirements*

(a) The Lessee shall procure all licenses, certificates, permits or other authorization from all governmental authorities having jurisdiction over the operations of the Lessee at the premises which may be necessary for the conduct of its operations.

(b) The Lessee shall promptly observe, comply with and execute the provisions of any and all present and future governmental laws, rules, regulations, requirements, orders and directions which may pertain or apply to the operations of the Lessee on the premises or its occupancy thereof, and the Lessee shall, in accordance with and subject to the provisions of Section 11 hereof, make any and all non-structural improvements, alterations or repairs of the premises that may be required at any time hereafter by any such present or future law, rule, regulation, requirement, order or direction.

(c) The obligation of the Lessee to comply with governmental requirements is provided herein for the purpose of assuring proper safeguards for the protection of persons and property on the premises. Such provision is not to be construed as a submission by the Port Authority to the application to itself of such requirements, or any of them.

SECTION 6. *Rules and Regulations*

The Lessee covenants and agrees to observe and obey (and to compel its officers, members, employees, agents, representatives, contractors, customers, guests, invitees and those doing business with it to observe and obey) the special rules and regulations of the Port Authority for the government of the conduct and operations of the Lessee, a copy of which is attached hereto, made a part hereof and marked "Exhibit R", and such further reasonable rules and regulations as may from time to time during the letting be promulgated by the Port Authority for reasons of safety, health, or preservation of property, or for the maintenance of the good and orderly appearance of the premises and the Terminal. The Port Authority agrees that, except in cases of emergency, it will give notice to the Lessee of every such further rule or regulation adopted by it at least five (5) days before the Lessee shall be required to comply therewith.

SECTION 7. *Various Obligations of the Lessee*

(a) The Lessee shall conduct its operations in an orderly and proper manner and so as not to annoy, disturb or be offensive to others at the Terminal. The Lessee shall take all reasonable measures to eliminate vibrations tending to damage the premises and to keep the sound level of its operations as low as possible.

(b) The Lessee shall control the conduct, demeanor and appearance of its officers, members, employees, agents, representatives, contractors, customers, guests, invitees and those doing business with it, and upon objection from the Port Authority concerning the conduct, demeanor or appearance of any such shall immediately take all steps necessary to remove the cause of the objection.

(c) No garbage or debris or any other waste materials (in unreasonable quantities) shall be allowed to collect or accumulate in the premises and except to the extent of the Port Authority's removal thereof, as provided in Section 13 of this Agreement, the Lessee shall be responsible for all removal thereof from the Terminal. The Lessee shall use extreme care in effecting such removal, operating only during such hours and by such means as determined by the Manager of the Terminal, and shall in no event use any facilities of the Port Authority without its prior consent in writing.

(d) In the event that all or any portion of the premises is required by the Port Authority to comply with any present or future governmental law, rule, regulation, requirement, order or direction, the Port Authority shall give the Lessee notice that all or such portion of the premises is so required and the Lessee shall deliver all or such portion of the premises so required on the date specified in such notice and, if the Lessee does not so deliver, the Port Authority may take the same. No such taking or delivery shall be or be construed to be an eviction of the Lessee or a breach of this Agreement. In the event of the taking or delivery of all the premises, this Agreement and the letting hereunder shall on the day of such taking or delivery cease and expire as if that day were the date originally stated herein for the expiration of this Agreement; and, in the event of the taking or delivery of any portion of the premises, then, from and after such taking or delivery, such portion of the premises shall cease to be a part of the premises hereunder and there shall be an abatement of rental as hereinafter provided in Section 18.

(e) If the Port Authority deems it advisable for security reasons, the Lessee shall provide and its employees shall wear or carry badges or other suitable means of identification which shall be subject to the prior written approval of the Manager of the Terminal.

SECTION 8. *Prohibited Acts*

The Lessee shall not: (a) commit any nuisance on the premises, or do or permit to be done anything which may result in the creation or commission of a nuisance on the premises; (b) cause or permit to be caused or produced upon the premises, to permeate the same or to emanate therefrom, any unusual, noxious or objectionable smokes, gases, vapors, or odors; (c) use the premises for lodgings or sleeping purposes or for any immoral purposes: (d) install or use any radio or television set, air-conditioning unit or equipment, refrigerator, heating or cooking apparatus in the premises except with the prior written consent of the Port Authority: (e) install window shades or venetian blinds on the windows of the premises unless and until the type and color of same shall have been previously approved in writing by the Port Authority; (f) do or permit to be done anything which may interfere with the effectiveness or accessibility of existing and future utilities systems or portions thereof on the premises or elsewhere at the Terminal, including therein without limitation thereto systems for the supply of heat, water hot and cold, gas, electricity and fuel and for the furnishing of fire-alarm, fire-protection, sprinkler, sewerage, drainage, air-conditioning, telephone, telegraph, tele-register, pneumatic-tube dispatch and inter-communications services, including lines, pipes, mains, wires, conduits and equipment connected with or appurtenant to all such systems, nor do or permit to be done anything which may interfere with free access and passage in the premises, elsewhere in the Terminal or in the streets and sidewalks adjacent to the Terminal; (g) do or permit to be done anything which may interfere with the effectiveness or accessibility of elevators or escalators at the Terminal, including lines, pipes, wires, conduits and equipment connected with or appurtenant thereto; (h) overload any floor in the premises: (i) place any furniture, machine or equipment over any expansion or contraction joint unless one end of such furniture; machine or equipment is free to permit expansion or contraction; (j) place any additional lock of any kind upon any window or interior or exterior door in the premises unless a key therefor is delivered to the Port Authority, nor make any change in any existing door or window lock or the mechanism thereof, except with the prior written consent of the Port Authority, and upon the expiration or sooner termination of the letting hereunder, the Lessee shall surrender to the Port Authority any and all keys to interior and exterior doors on the premises, whether such keys were furnished to or were otherwise procured by the Lessee, and in the event of the loss of any keys furnished by the Port Authority to the Lessee, the Lessee shall pay to the Port Authority the cost of replacement thereof; (k) do or permit to be done any act or thing upon the premises which will invalidate or conflict with any insurance policies covering the premises or any part thereof, or the Terminal, or any part thereof, or which, in the opinion of the Port Authority, may constitute an extra-hazardous condition, so as to increase the risks normally attendant upon the operations contemplated by Section 3 hereof, and the Lessee shall promptly observe, comply with and execute the provisions of any and all present and future rules, regulations, requirements, orders and directions of the New York Board of Fire Underwriters, the New York Fire Insurance Exchange, or of any other board or organization exercising or which may exercise similar functions, which may pertain or apply to the operations of the Lessee on the premises, and the Lessee shall, subject to and in accordance with the provisions of Section 11 hereof, make any and all non-structural improvements, alterations or repairs of the premises that may be required at any time hereafter by any such present or future rule, regulation, requirement, order or direction, and if by reason of any failure on the part of the Lessee to comply with the provisions of this Section any insurance rate on the premises or any part thereof, or on the Terminal or any part thereof, shall at any time be higher than it otherwise would be, then the Lessee shall pay to the Port Authority, as an item of additional rental, that part of all insurance premiums paid by the Port Authority which shall have been charged because of such violation or failure by the Lessee.

SECTION 9. *Maintenance and Repair*

(a) The Lessee shall at all times keep the premises in a clean and orderly condition and appearance.

(b) The Lessee shall be responsible for the repair, replacement and rebuilding of all or any part of the premises which may be damaged or destroyed by the acts or omissions of the Lessee, its officers, members, employees, agents, representatives, contractors, customers, guests, invitees or other persons doing business with it, and all or any part of the Terminal other than the premises which

may be damaged or destroyed by the acts or omissions of the Lessee's officers, members, employees, agents, representatives or contractors. All non-structural repair, replacement and rebuilding shall be done by the Lessee and structural repair, replacement and rebuilding may be done by the Port Authority, the cost thereof to be paid by the Lessee on demand.

(c) The Lessee shall take good care of the premises, including therein, without limitation thereto, walls, partitions, floors, ceilings, columns, windows, doors, glass of every kind, plumbing, heating, fire-protection, fire-fighting, fire-alarm, sewerage, drainage, water-supply and electrical systems, including all pipes, wires, lines, conduits, equipment and fixtures and shall make all necessary non-structural repairs and replacements, for whatever reason required, reasonable wear which does not affect the usefulness of the premises for the purposes of the letting, excepted.

(d) In the event the Lessee fails to commence so to make or do non-structural repairs, replacements, rebuilding or painting within a period of ten (10) days after notice from the Port Authority so to do, or fails diligently to continue to completion the repair, replacement, rebuilding or painting of all of the premises required to be repaired, replaced, rebuilt or painted by the Lessee under the terms of this Agreement, the Port Authority may, at its option, and in addition to any other remedies which may be available to it, repair, replace, rebuild or paint all or any part of the premises included in the said notice, the cost thereof to be paid by the Lessee on demand.

(e) The Lessee shall not lay any linoleum, asphalt tile or other such affixed floor covering in direct contact with the floor of the premises. If the Lessee lays any linoleum, asphalt tile or other such affixed covering on the floor of the premises, an interlining of builder's deadening felt shall first be affixed to the floor with water-soluble paste or other water-soluble material, the use of cement or other adhesive non-soluble in water being expressly prohibited.

(f) In the event that, as a result of a casualty insured against by the Port Authority under the New York standard form of fire insurance policy carried by it on the Terminal or the premises, the premises are damaged without the fault of the Lessee, its officers, members, employees, customers, guests, invitees, or other persons doing business with it, so as to render them untenantable in whole or part, then

(1) if, in the opinion of the Port Authority, the necessary repairs or rebuilding can be completed within ninety (90) days after the occurrence of the damage, the Port Authority shall repair or rebuild with due diligence, and the rental hereunder shall be abated as hereinafter provided in Section 18 hereof, only for the period from the occurrence of the damage to the completion of the repairs or rebuilding, whether or not the work of repair or rebuilding is actually completed within the said ninety (90) days; or

(2) if, in the opinion of the Port Authority, such repairs or rebuilding cannot be completed within ninety (90) days after the occurrence of the damage, or if, in the opinion of the Port Authority, the entire premises require rebuilding, then the Port Authority shall have options; (i) to proceed with due diligence to repair or to rebuild as necessary; or (ii) to terminate the letting as to the damaged portion of the premises only, or (iii) to cancel this Agreement and terminate the letting as to the entire premises and the rental hereunder shall be abated, as hereinafter provided in Section 18 hereof, either, as the case may require, for the period from the occurrence of the damage to the completion of repairs and rebuilding, or for the period from the occurrence of the damage to the effective date of termination.

(g) The Port Authority and the Lessee do hereby stipulate that neither the provisions of Section 227 of the Real Property Law of the State of New York nor those of any other similar statute shall extend or apply to this Agreement.

(h) In the event of a partial or total destruction of the premises, the Lessee shall immediately remove any and all of its property and debris from the premises or the portion thereof destroyed and if the Lessee does not promptly so remove, the Port Authority may remove such property to a public warehouse for deposit or retain the same in its own possession and sell the same at public auction, the proceeds of which shall be applied first to the expenses of removal, storage and sale, second to any sums owed by the Lessee to the Port Authority, with any balance remaining to be paid to the Lessee; if the expenses of such removal, storage and sale shall exceed the proceeds of sale, the Lessee shall pay such excess to the Port Authority upon demand.

SECTION 10. *Indemnity*

The Lessee shall indemnify and hold harmless the Port Authority, its Commissioners, officers, agents and employees from all claims and demands, including but not limited to claims and demands of third persons including but not limited to those for death, for personal injuries, or for property damages, arising out of the use or occupancy of the premises by the Lessee or out of any of the acts or omissions of the Lessee, its officers, members, employees, agents,

representatives, contractors, customers, guests, invitees and other persons doing business with it where such acts or omissions are on the premises, or arising out of any acts or omissions of the Lessee, its officers, members, employees, agents and representatives where such acts or omissions are elsewhere at the Terminal.

SECTION 11. *Construction by the Lessee*

The Lessee shall not erect any structures, make any changes, alterations, improvements or do any other construction work on or to the premises, or install any fixtures in or on the premises (other than trade fixtures, removable without injury to the freehold) without the prior written consent of the Port Authority, and in the event any construction, improvement, alteration, modification, addition, repair or replacement is made without such consent, then upon reasonable notice so to do, the Lessee will remove the same, or, at the option of the Port Authority, cause the same to be changed to the satisfaction of the Port Authority. In case of any failure on the part of the Lessee to comply with such notice, the Port Authority may effect the removal or change and the Lessee shall pay the cost thereof to the Port Authority on demand.

SECTION 12. *Signs*

(a) Except with the prior consent of the Port Authority, the Lessee shall not erect, maintain or display any signs or any advertising at or on the exterior parts of the premises or in the premises so as to be visible through the windows or exterior doors thereof.

(b) Upon the expiration or termination of the letting, the Lessee shall remove, obliterate or paint out, as the Port Authority may direct, any and all signs and advertising on the premises or elsewhere at the Terminal if pertaining to the Lessee, and in connection therewith shall restore the premises and the Terminal to the same condition as at the commencement of the letting. In the event that there is a failure by the Lessee so to remove, obliterate or paint out each and every sign and piece of advertising and so to restore the premises and the Terminal, the Port Authority may, at its option, perform the necessary work at the expense of the Lessee, and the charge therefor shall be paid by the Lessee to the Port Authority on demand.

SECTION 13. *Services*

(a) The Port Authority shall, without additional charge, furnish heat, to an even and comfortable working temperature, during the months of October to April inclusive, to the Lessee in the premises.

(b) The Port Authority shall, without additional charge, furnish non-exclusive toilet and washroom facilities for the employees of the Lessee.

(c) The Port Authority shall, without additional charge, daily except on Saturdays, Sundays and legal holidays as fixed by the laws of the State of New York, dust and clean the premises and remove therefrom paper and other waste materials arising from the operations of the Lessee in the premises. The Port Authority shall periodically wash the windows.

(d) Unless otherwise stated elsewhere in this Agreement the Port Authority shall furnish and supply to the Lessee in the premises without additional charge reasonable quantities of electricity for illumination and for the activation of electrical office equipment only; the said electricity to be 60-cycle alternating current at approximately 120 volts as supplied to the Port Authority by the utility company furnishing electricity to the Terminal, and to be supplied only through existing wires, fixtures, conduits, outlets and switches. The Port Authority will provide such relamping of lighting fixtures only, as the Port Authority may deem necessary.

(e) If any federal, state, municipal or other governmental body, authority or agency or any public utility assesses, levies, imposes, makes or increases any charge, fee or rent on the Port Authority for any service, system or utility now or in the future supplied to or available to the premises or to any occupants or users thereof or to the structure or building of which the premises form a part (including but not limited to any sewer rent or charge for the use of sewer systems), the Lessee shall, at the option of the Port Authority exercised at any time and from time to time by notice to the Lessee, pay, in accordance with the said notice, such charge, fee or rent or increase thereof (or the portion thereof allocated by the Port Authority to the premises or the Lessee's operations hereunder) either directly to the governmental body, authority or agency or to the public utility or directly to the Port Authority.

(f) The Port Authority shall have the right to discontinue temporarily the supply of any of the above services when necessary or desirable in the opinion of the Port Authority in order to make any repairs, alterations, changes or improvements in the premises or elsewhere in the Terminal including but not limited to all systems for the supply of services.

(g) No failure, delay or interruption in any service or services shall be or shall be construed to be an eviction of the Lessee, shall be grounds for any diminution or abatement of the rentals payable hereunder, or shall constitute grounds for any claim by the Lessee for damages, consequential or otherwise, unless due to the negligence of the Port Authority, its employees or agents. The Lessee shall not be entitled to receive any service or services during any period during which the Lessee shall be in default under any of the provisions of this Agreement.

(h) The Port Authority shall be under no obligation to supply any service or services if and to the extent and during any period that the supplying of any such service or services or the use of any component necessary therefor shall be prohibited or rationed by any federal, state or municipal law, rule, regulation, requirement, order or direction and if the Port Authority deems it in the public interest to comply therewith, even though such law, rule, regulation, requirement, order or direction may not be mandatory on the Port Authority as a public agency.

SECTION 14. *Injury and Damage to Person or Property*

The Port Authority shall not be liable to the Lessee, or to any person, for injury or death to any person or persons whomsoever, or damage to any property whatsoever at any time in the premises or elsewhere in the Terminal, including but not limited to any such injury, death or damage from falling material, water, rain, hail, snow, gas, steam, or electricity, whether the same may leak into, or fall, issue, or flow from any part of the Terminal, or from any other place or quarter, unless the damage, injury or death shall be due to the negligence of the Port Authority, its employees or agents.

SECTION 15. *Additional Rent and Charges*

(a) If the Port Authority has paid any sum or sums or has incurred any obligations or expense which the Lessee has agreed to pay or reimburse the Port Authority for, or if the Port Authority is required or elects to pay any sum or sums or incurs any obligations or expense by reason of the failure, neglect or refusal of the Lessee to perform or fulfill any one or more of the conditions, covenants or agreements contained in this Agreement, or as a result of an act or omission of the Lessee contrary to the said conditions, covenants and agreements, the Lessee agrees to pay the sum or sums so paid or the expense so incurred, including all interest, costs, damages and penalties, and the same may be added to any installment of rent thereafter due hereunder, and each and every part of the same shall be and become additional rent, recoverable by the Port Authority in the same manner and with like remedies as if it were originally a part of the basic rental as set forth in Section 4 hereof.

(b) For all purposes under this Section, and in any suit, action or proceeding of any kind between the parties hereto, any receipt showing any payment of sum or sums by the Port Authority for any work done or material furnished shall be *prima facie* evidence against the Lessee that the amount of such payment was necessary and reasonable. Should the Port Authority elect to use its own operating and maintenance staff in making any repairs, replacements, or alterations and to charge the Lessee with the cost of same, any time sheet of any employee of the Port Authority showing hours of labor or work allocated to any such repair, replacement or alteration, or any stock requisition of the Port Authority showing the issuance of materials for use in the performance thereof, shall likewise be *prima facie* evidence against the Lessee that the amount of such charge was necessary and reasonable.

SECTION 16. *Rights of Entry Reserved*

(a) The Port Authority, by its officers, employees, agents, representatives and contractors shall have the right at all reasonable times to enter upon the premises for the purpose of inspecting the same, for observing the performance by the Lessee of its obligations under this Agreement, and for the doing of any act or thing which the Port Authority may be obligated or have the right to do under this Agreement or otherwise.

(b) Without limiting the generality of the foregoing, the Port Authority, by its officers, employees, representatives, and contractors, shall have the right, for the benefit of the Lessee or for the benefit of others at the Terminal, to maintain existing and future utilities systems or portions thereof on the premises, including therein without limitation thereto systems for the supply of heat, water hot and cold, gas,

electricity and fuel and for the furnishing of fire-alarm, fire-protection, sprinkler, sewerage, drainage, air-conditioning, telephone, telegraph, tele-register, pneumatic-tube dispatch and intercommunications services, and to maintain elevator and escalator systems, including lines, pipes, mains, wires, conduits and equipment connected with or appurtenant to all such systems, and to enter upon the premises at all reasonable times to make such repairs, alterations and replacements as may, in the opinion of the Port Authority, be deemed necessary or advisable and, from time to time, to construct or install over, in, under or through the premises new lines, pipes, mains, wires, conduits and equipment; and to use the premises for access to other portions of the Terminal not otherwise conveniently accessible; *provided, however*, that such repair, alteration, replacement, construction or access shall not unreasonably interfere with the use of the premises by the Lessee.

(c) Nothing in this Section shall or shall be construed to impose upon the Port Authority any obligation so to construct or maintain or to make repairs, replacements, alterations or additions, or shall create any liability for any failure so to do.

(d) At any time and from time to time during ordinary business hours within the six (6) months next preceding the expiration of the letting, the Port Authority, by its agents and employees, whether or not accompanied by prospective lessees, occupiers or users of the premises, shall have the right to enter thereon for the purpose of exhibiting and viewing all parts of the same and during such six-month period the Port Authority may place and maintain on the premises, the usual "To Let" signs, which signs the Lessee shall permit to remain without molestation.

(e) If, during the last month of the letting, the Lessee shall have removed all or substantially all the Lessee's property from the premises, the Port Authority may immediately enter and alter, renovate and redecorate the premises.

(f) No abatement of rental shall be claimed by or allowed to the Lessee by reason of the exercise of any or all of the foregoing rights by the Port Authority or others.

SECTION 17. *Condemnation*

(a) In any action or proceeding instituted by any governmental agency or agencies for the taking for a public use of any interest in all or any part of the premises, the Lessee shall not be entitled to assert any claim to any award or part thereof made or to be made therein, or to institute any action or proceeding or to assert any claim against such agency or agencies or against the Port Authority for or on account of any such taking, except the possible claim to an award for loss of fixtures, it being understood and agreed between the Port Authority and the Lessee that the Port Authority shall be entitled to all the compensation or awards made or to be made or paid for any such taking, free of any claim or right of the Lessee.

(b) In the event of a taking of the entire premises by any governmental agency or agencies, then this Agreement shall be cancelled and the letting shall, as of the date possession is taken from the Port Authority by such agency or agencies, cease and determine in the same manner and with the same effect as if the term of the letting had on that date expired.

(c) In the event of a taking by any governmental agency or agencies of a part of the premises, then the letting as to such part only shall as of the date possession thereof is taken from the Port Authority by such agency or agencies, cease and determine, and the rentals thereafter to be paid by the Lessee to the Port Authority shall be abated as hereinafter provided in the following Section, from and after the date of such taking.

SECTION 18. *Abatement of Rental*

~~(a) In the event that the Lessee shall at any time by the provisions of this Agreement become~~ entitled to an abatement of rent, the basic rental set forth in Section 4 hereof shall be abated for the period the abatement is in effect at the annual rate of $1,000 for each ticket booth the use of which is denied to the Lessee, and at the annual rate of $6.50 per square foot as to the balance of the premises.

(b) For the purpose of this Section, the ascertainment of the number of square feet contained in the premises shall be in accordance with the following: Areas of the premises and parts thereof will be computed by measuring from the inside plaster surface of outer building walls to the plaster surface of the corridor side of corridor partitions and to the center of partitions that separate the premises from adjoining rentable area; no deduction will be made for columns, pilasters, or projections necessary to the building or for toilets, porter's closets and slop sinks used exclusively by the lessee and contained

~~within the premises. Permanent partitions enclosing elevator shafts, stairs, fire towers, vents, pipe shafts, meter closets, flues, stacks and any vertical shafts have the same relation to rentable area as do outer building walls~~.

SECTION 19. *Assignment and Sublease*

(a) The Lessee shall not assign, sell, convey, transfer, mortgage, or pledge this Agreement, or the letting, or any part thereof.

(b) The Lessee shall not sublet the premises or any part thereof.

(c) If the Lessee assigns, sells conveys, transfers, mortgages, pledges or sublets in violation of paragraphs (a) or (b) of this Section or if the premises are occupied by anybody other than the Lessee, the Port Authority may collect rent from any assignee, sublessee or anyone who claims a right to this Agreement or letting or who occupies the premises and shall apply the net amount collected to the basic rental herein reserved; and no such collection shall be deemed a waiver by the Port Authority of the covenants contained in paragraphs (a) and (b) of this Section nor an acceptance by the Port Authority of any such assignee, sublessee, claimant or occupant as Lessee, nor a release of the Lessee by the Port Authority from the further performance by the Lessee of the covenants contained herein.

(d) The Lessee shall not use, or permit any person to use, the premises or any portion thereof, except for the purposes set forth in Section 3 hereof.

SECTION 20. *Termination*

(a) If any one or more of the following events shall occur, that is to say:

(1) The Lessee shall become insolvent, or shall take the benefit of any present or future insolvency statute, or shall make a general assignment for the benefit of creditors, or file a voluntary petition in bankruptcy or a petition or answer seeking an arrangement or its reorganization or the readjustment of its indebtedness under the federal bankruptcy laws or under any other law or statute of the United States or of any State thereof, or consent to the appointment of a receiver, trustee, or liquidator of all or substantially all its property; or

(2) By order or decree of a court the Lessee shall be adjudged bankrupt or an order shall be made approving a petition filed by any of the creditors or, if the Lessee is a corporation, by any of the stockholders of the Lessee, seeking its reorganization or the readjustment of its indebtedness under the federal bankruptcy laws or under any law or statute of the United States or of any State thereof; or

(3) A petition under any part of the federal bankruptcy laws or an action under any present or future insolvency law or statute shall be filed against the Lessee and shall not be dismissed within thirty (30) days after the filing thereof; or

(4) The letting hereunder or the interest or estate of the Lessee under this Agreement shall be transferred to, pass to or devolve upon, by operation of law or otherwise, any other person, firm or corporation; or

(5) The Lessee, if a corporation, shall, without the prior written approval of the Port Authority, become a possessor or merged corporation in a merger, a constituent corporation in a consolidation, or a corporation in dissolution; or

(6) The Lessee is, or the Lessees collectively are doing business as, or constitute a copartnership, and the said copartnership shall be dissolved as the result of any act or omission of its copartners or any of them, or by operation of law or the order or decree of any court having jurisdiction, or for any other reason whatsoever; or

(7) By or pursuant to, or under authority of any legislative act, resolution or rule, or any order or decree of any court or governmental board, agency or officer having jurisdiction, a receiver, trustee, or liquidator shall take possession or control of all or substantially all the property of the Lessee, and such possession or control shall continue in effect for a period of fifteen (15) days; or

(8) Any lien is filed against the premises because of any act or omission of the Lessee and is not removed within ten (10) days; or

(9) The Lessee shall voluntarily abandon, desert, vacate or discontinue its operations in the premises; or

(10) The Lessee shall fail duly and punctually to pay the rentals or to make any other payment required hereunder when due to the Port Authority; or

(11) The Lessee shall fail to keep, perform and observe each and every other promise, covenant and agreement set forth in this Agreement on its part to be kept, performed, or observed, within ten (10) days after receipt of notice of default thereunder from the Port Authority (except where fulfillment of its obligation requires activity over a period of time, and the Lessee shall have commenced to perform whatever may be required for fulfillment within ten (10) days after receipt of notice and continues such performance without interruption except for causes beyond its control);

then upon the occurrence of any such event or at any time thereafter during the continuance thereof, the Port Authority may by five (5) days' notice terminate the letting, such termination to be effective upon the date specified in such notice. Such right of termination and the exercise thereof shall be and operate as a conditional limitation.

(b) If any of the events enumerated in paragraph (a) of this Section shall occur prior to the letting, the Lessee shall not be entitled to enter into possession of the premises and the Port Authority upon the occurrence of any such event or at any time thereafter during the continuance thereof by twenty-four (24) hours' notice may cancel the interest of the Lessee under this Agreement, such cancellation to be effective upon the date specified in such notice.

(c) No acceptance by the Port Authority of rentals, fees, charges or other payments in whole or in part for any period or periods after a default of any of the terms, covenants and conditions to be performed, kept or observed by the Lessee shall be deemed a waiver of any right on the part of the Port Authority to terminate the letting.

(d) No waiver by the Port Authority of any default on the part of the Lessee in performance of any of the terms, covenants or conditions hereof to be performed, kept or observed by the Lessee shall be or be construed to be a waiver by the Port Authority of any other or subsequent default in performance of any of the said terms, covenants and conditions.

SECTION 21. *Right of Re-entry*

The Port Authority shall, as an additional remedy upon the giving of a notice of termination as provided in Section 20 hereof, have the right to re-enter the premises and every part thereof upon the effective date of termination without further notice of any kind, and may regain and resume possession either with or without the institution of summary or any other legal proceedings or otherwise. Such re-entry, or regaining or resumption of possession, however, shall not in any manner affect, alter or diminish any of the obligations of the Lessee under this Agreement, and shall in no event constitute an acceptance of surrender.

SECTION 22. *Waiver of Redemption*

The Lessee hereby waives any and all rights of redemption, granted by or under any present or future law, arising in the event it is evicted or dispossessed for any cause, or in the event the Port Authority obtains or retains possession of the premises in any lawful manner.

SECTION 23. *Survival of the Obligations of the Lessee*

In the event that the letting shall have been terminated in accordance with a notice of termination as provided in Section 20 hereof, or the interest of the Lessee cancelled pursuant thereto, or in the event that the Port Authority has re-entered, regained or resumed possession of the premises in accordance with the provisions of Section 21 hereof, all the obligations of the Lessee under this Agreement shall survive such termination or cancellation, re-entry, regaining or resumption of possession and shall remain in full force and effect for the full term of this Agreement, and the amount or amounts of damages or deficiency shall become due and payable to the Port Authority to the same extent, at the same time or times and in the same manner as if no termination, cancellation, re-entry, regaining or resumption of possession had taken place. The Port Authority may maintain separate actions each month to recover the damage or deficiency then due or at its option and at any time may sue to recover the full deficiency less the proper discount, for the entire unexpired term.

SECTION 24. *Reletting by the Port Authority*

The Port Authority, upon termination or cancellation pursuant to Section 20 hereof, or upon any re-entry, regaining or resumption of possession pursuant to Section 21 hereof, may occupy the premises or may relet the premises, and shall have the right to permit any person, firm or corporation to enter upon the premises and use the same. Such reletting may be of part only of the premises or of the premises or a part thereof together with other space, and for a period of time the same as or different from the balance of the term hereunder remaining, and on terms and conditions the same as or different from those set forth in this Agreement. The Port Authority shall also, upon termination or cancellation pursuant to the said Section 20, or upon its re-entry, regaining or resumption of possession pursuant to the said Section 21, have the right to repair or to make structural or other changes in the premises, including changes which alter the character of the premises and the suitability thereof for the purposes of the Lessee under this Agreement, without affecting, altering or diminishing the obligations of the Lessee hereunder. In the event either of any reletting or of any actual use and occupancy by the Port Authority (the mere right to use and occupy not being sufficient however) there shall be credited to the account of the Lessee against its survived obligations hereunder any net amount remaining after deducting from the amount actually received from any Lessee, licensee, permittee or other occupier in connection with the use of the said premises or portion thereof during the balance of the letting as the same is originally stated in this Agreement, or from the market value of the occupancy of such portion of the premises as the Port Authority may during such period actually use and occupy, all expenses, costs and disbursements incurred or paid by the Port Authority in connection therewith.

SECTION 25. *Remedies to Be Non-exclusive*

All remedies provided in this Agreement shall be deemed cumulative and additional and not in lieu of or exclusive of each other or of any other remedy available to the Port Authority at law or in equity.

SECTION 26. *Surrender*

(a) The Lessee covenants and agrees to yield and deliver peaceably to the Port Authority possession of the premises on the date of the cessation of the letting, whether such cessation be by termination, expiration or otherwise, promptly and in good condition, reasonable wear excepted.

(b) The Lessee shall have the right at any time during the letting to remove its equipment, inventories, removable fixtures and other personal property from the premises. If the Lessee shall fail to remove its property on or before the termination or expiration of the letting, the Port Authority may remove such property to a public warehouse for deposit or retain the same in its own possession, and sell the same at public auction, the proceeds of which shall be applied first to the expenses of removal, storage and sale, second to any sums owed by the Lessee to the Port Authority, with any balance remaining to be paid to the Lessee; if the expenses of such removal, storage and sale shall exceed the proceeds of sale, the Lessee shall pay such excess to the Port Authority upon demand.

SECTION 27. *Acceptance of Surrender of Lease*

No agreement of surrender or to accept a surrender shall be valid unless and until the same shall have been reduced to writing and signed by the duly authorized representatives of the Port Authority and of the Lessee. Except as expressly provided in this Section, neither the doing of, nor any omission to do, any act or thing, by any of the officers, agents or employees of the Port Authority, shall be deemed an acceptance of a surrender of the letting or of this Agreement.

SECTION 28. *Brokerage*

The Lessee represents and warrants that no broker has been concerned in the negotiation of this Agreement and that there is no broker who is or may be entitled to be paid a commission in connection therewith. The Lessee shall indemnify and save harmless the Port Authority of and from all claims for commission or brokerage made by any and all persons, firms or corporations whatsoever for services in connection with the negotiation and execution of this Agreement.

SECTION 29. *Limitation of Rights and Privileges Granted*

No greater rights or privileges with respect to the use of the premises or any part thereof or with respect to the Terminal are granted or intended to be granted to the Lessee by this Agreement, or by any provision thereof, than the rights and privileges expressly granted hereby.

SECTION 30. *Notices*

All notices, requests, consents and approvals required to be given to or by either party shall be in writing, and all such notices and requests shall be personally delivered to the duly designated officer or representative of such party or delivered to the office of such officer or representative during regular business hours, or forwarded to him or to the party at such address by registered mail. The Lessee shall designate an office within the Port of New York District and an officer or representative whose regular place of business is at such office. Until further notice, the Port Authority hereby designates its Executive Director, and the Lessee designates the person named as representative on the first page hereof as their respective officers or representatives upon whom notices and requests may be served, and the Port Authority designates its office at One World Trade Center, New York, New York 10048 and the Lessee designates its office at its address stated on the first page hereof, as their respective offices where notices and requests may be served.

SECTION 31. *Place of Payments*

All payments required of the Lessee by this Agreement shall be made at the office of the Treasurer of the Port Authority, One World Trade Center, New York, New York 10048, or to such other officer or address as may be substituted therefor.

SECTION 32. *Quiet Enjoyment*

The Port Authority covenants and agrees that as long as it remains the owner of the Terminal, the Lessee, upon paying all rentals hereunder and performing all the covenants, conditions and provisions of this Agreement on its part to be performed, shall and may peaceably and quietly have, hold and enjoy the premises free of any act or acts of the Port Authority except as expressly permitted in this Agreement.

SECTION 33. *Headings*

The section headings and the paragraph headings, if any, are inserted only as a matter of convenience and for reference and in no way define, limit or describe the scope or intent of any provision hereof.

SECTION 34. *Construction and Application of Terms*

(a) Wherever in this Agreement a third person singular neuter pronoun or adjective is used, referring to the Lessee, the same shall be taken and understood to refer to the Lessee, regardless of the actual gender or number thereof.

(b) Whenever in this Agreement, the Lessee is placed under an obligation or covenants to do or to refrain from or is prohibited from doing, or is entitled or privileged to do, any act or thing, the following shall apply:

(1) If the Lessee is a corporation, its obligation shall be performed or its rights or privileges shall be exercised only by its officers and employees; or

(2) If the Lessee is an unincorporated association or a business trust, the obligation shall be that of its members or trustees, as well as of itself, and shall be performed only by its members or trustees, and officers and employees, and the right or privilege shall be exercised only by its members or trustees, and its officers and employees; or

(3) If the Lessee is a copartnership, the obligation shall be that of its partners and shall be performed only by its partners and employees and the rights or privileges shall be exercised only by its partners and employees; or

(4) If the Lessee is an individual, the obligations shall be that of himself (or herself) and shall be performed only by himself (or herself) and his (or her) employees and the right or privilege shall be exercised only by himself (or herself) and his (or her) employees.

(5) None of the provisions of this paragraph (b) shall be taken to alter, amend or diminish any obligation of the Lessee assumed in relation to its invitees, customers, agents, representatives, contractors or other persons, firms or corporations doing business with it.

(c) In the event that more than one individual or other legal entity constitute together the Lessee under this Agreement, then and in that event each and every obligation under this Agreement shall be the joint and several obligation of each such individual or other legal entity.

(d) The Lessee's representative, hereinbefore specified in this Agreement, (or such substitute as the Lessee may hereafter designate in writing) shall have full authority to act for the Lessee in connection with this Agreement and any things or things done or to be done hereunder, and to execute on behalf of the Lessee any and all amendments or supplements to this Agreement and extensions thereof.

SECTION 35. *Non-Liability of Individuals*

Neither the Commissioners of the Port Authority nor any of them, nor any officer, agent or employee thereof, shall be charged personally by the Lessee with any liability or held liable to it under any term or provision of this Agreement, or because of its execution or attempted execution, or because of any breach or attempted or alleged breach thereof.

SECTION 36. *Definitions*

The following terms, when used in this Agreement, shall have the respective meanings given below:

(a) "Letting" shall mean the letting under this Agreement for the original term stated herein, and shall include extensions thereof which may be made pursuant to the provisions of this Agreement.

(b) "Terminal" shall mean the motor-bus terminal operated by The Port Authority on Eighth Avenue, in the Borough of Manhattan, in the City, County and State of New York, together with all property of the Port Authority located or to be located in the area bounded by Eighth Avenue, West 40th Street, Ninth Avenue and West 42nd Street, and used now or hereafter as a motor-bus terminal, together with extensions thereof and additions thereto.

SECTION 37. *Labor Provisions*

(a) The Lessee shall immediately give oral notice to the Port Authority (to be followed by written notices and reports) of any and all impending or existing labor complaints, troubles, disputes or controversies involving the Lessee's employees which are likely to affect the operation of the Terminal, or the operations of others thereat, and shall continually report to the Port Authority the progress of such and the progress of the resolution thereof.

(b) The Port Authority shall the right upon notice to the Lessee to suspend the letting under this Agreement and the provisions under which sums payable to the Port Authority accrue, in either of the following events:

(1) If the Lessee, 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 any labor trouble at the Terminal involving employees of the Port Authority or those of any other person operating at the Terminal other than the Lessee's own employees, and which interferes with the operation of the Terminal other than the Lessee's own operations, or with the operations of others at the Terminal, and if the Lessee, upon notice from the Port Authority, shall not, within twelve (12) hours withdraw from the Terminal any such person or persons and any such equipment or materials specified in the notice, or rectify any such condition; or

(2) If any labor trouble of or directed against the Lessee adversely affects the operation of the Terminal by the Port Authority or the operations of others thereat, whether or not the same is due to to the fault of the Lessee, and notwithstanding that the Port Authority may or may not have issued directions in connection with the same.

(c) During the period of suspension, the Lessee shall not operate hereunder at the Terminal. The period of suspension shall end not more than twenty-four (24) hours after the labor trouble has ceased or been cured and the Lessee has so notified the Port Authority. If the period of suspension does not end on or before a date one hundred eighty (180) days after the effective date of suspension, the Port Authority shall have the right to terminate this Agreement by not less than five (5) days's notice, provided, however, that if on or before the ninetieth (90th) day after the effective date of suspension, the Lessee notifies the Port Authority and then agrees to pay to the Port Authority the basic rental, then and in such event, if the period of suspension does not end on or before a date one hundred eighty (180) days after the effective date of suspension, and if the Carrier shall pay to the Port Authority for the period beginning the ninetieth (90th) day after the effective date of suspension, the basic rental, the Port Authority shall not have a right of termination. During the period of suspension, the Port Authority shall have the right to use or permit the use of the premises, or any part thereof, by others, on such terms as the Port Authority may determine.

SECTION 38. *Air-Conditioning*

~~The Port Authority agrees to supply to the Lessee in the premises air-conditioning so as to maintain~~ the premises to a comfortable temperature during such hours as the Lessee may conduct its operations in the premises, from May 1 to September 30. If the air-conditioning of the premises can be controlled by a mechanism within the premises the Lessee shall shut off the air-conditioning before closing or leaving the premises at any time for a period of more than four hours. The Port Authority shall have the right of entry specified in Section 16 for the purpose of observing compliance on the part of the Lessee with the provisions of this Section. The Port Authority may lock, seal or install any timing device on or in connection with any air-conditioning control-mechanism so as to provide that the premises shall be air-conditioned only during specified hours of operation. During the period that air-conditioning is provided the Lessee will cause the transoms and openings to be shut except for doors while actually being used for access to and from the premises. The provisions of Section 13 shall apply to the air-conditioning service as if air-conditioning were ~~provided for as one of the services under Section 13 of this Agreement.~~

SECTION 39. *Special Termination*

The Port Authority shall have the right to terminate the letting under this Agreement by giving to the Lessee at least five days' prior notice if by reason of the expiration or termination of any existing or future agreement the Lessee shall cease to be entitled to use the Terminal on a continuing contract basis for bus operations. Termination by the Port Authority pursuant to this Section shall have the same effect as if the effective date of termination were the date fixed for the expiration for the term of letting hereunder, and the Lessee agrees that such termination shall not relieve the Lessee of any liabilities or obligations which shall have accrued on or prior to the effective date of termination.

SECTION 40. *Use of Agents*

The Lessee may, notwithstanding the provisions of Section 19 of this Agreement, conduct all operations at the premises, including the sale of tickets for other operators as well as for itself, by an agent or contractor, provided, however, that the Lessee shall submit to the Port Authority all contractual arrangements between itself and such agent or contractor and all contractual arrangements between such agent or contractor and other operators for which the agent is to sell tickets and provided further that all such contractual arrangements, and every such agent or contractor, shall be subject to the prior and continuing consent of the Port Authority.

SECTION 41. *Intra-Terminal Telephone Service*

To the extent and for the time permitted by the supplier of telephone service to the Terminal, the Port Authority shall provide without additional charge to the Lessee telephone service to stations within the Terminal only, providing one station in the portion of the premises which consists of one or more ticket booths, and one additional station in the other portion of the premises (if any). The provision of such service shall be subject to and in accordance with all the terms and conditions of Section 13 of this Agreement.

SECTION 42. *Thirty Day Termination*

Notwithstanding any other provision of this Agreement, the Port Authority and the Lessee shall respectively have the right to terminate this Agreement and the letting hereunder, without cause, at any time, on thirty (30) days' notice to the other party. In the event of termination pursuant to this Section, this Agreement and the letting hereunder shall cease and expire as if the effective date of termination stated in the notice were the date originally stated herein for the expiration of this Agreement.

SECTION 43. *Condition of the Premises*

Prior to its execution of this Agreement, the Lessee acknowledges that it has inspected the premises and has found it in good order and repair and has determined it to be suitable for its operations hereunder. The Lessee agrees to and shall take the premises in its "as is" condition and the Port Authority shall have no obligation for finishing work or for preparation of the premises for the Lessee's use. The Lessee acknowledges that it has not relied upon any representation or statement of the Port Authority or its Commissioners, officers, employees or agents as to the suitability of the premises for the operations permitted thereon by this Agreement. The Lessee further agrees that no portion of the premises will be used initially or at any time during the letting which is in a condition unsafe or improper for the conduct of the Lessee's operations therein so that there is possibility of injury or damage to life or property.

SECTION 44. *Liability Insurance*

(a) The Lessee in its own name as assured shall secure and pay the premium on a policy of comprehensive general liability insurance, including a contractual liability endorsement, a products liability/completed operations endorsement and an independent contractors endorsement for such coverage as may be stipulated by the Port Authority, covering the Lessee's operations hereunder which shall be effective throughout the term of the letting under this Agreement and shall be in a combined single limit of not less than One Million Dollars and No Cents ($1,000,000.00) for liability for bodily injury, for wrongful death and for property damage arising from any one (1) occurrence.

(b) The Port Authority shall be included as an additional insured in any policy of liability insurance required by this Section.

(c) As to any insurance required by this Section, a certified copy of each of the policies or a certificate or certificates evidencing the existence thereof, or binders, shall be delivered to the Port Authority within twenty (20) days prior to the effective date of the letting hereunder. In the event any binder is delivered, it shall be replaced within thirty (30) days by a certified copy of the policy or a certificate. Each such copy or certificate shall contain a valid provision or endorsement that the policy may not be cancelled, terminated, changed or modified without giving ten (10) days' written advance notice thereof to the Port Authority. A renewal policy shall be delivered to the Port Authority at least fifteen (15) days prior to the expiration date of each expiring policy, except for any policy expiring after the date of expiration of the letting. If at any time any of the policies shall be or become unsatisfactory to the Port Authority as to form or

substance, or if any of the carriers issuing such policies shall be or become unsatisfactory to the Port Authority, the Lessee shall promptly obtain a new and satisfactory policy in replacement.

(d) Each policy of insurance required by this Section shall contain a provision that the insurer shall not, without obtaining express advance permission from the General Counsel of the Port Authority, raise any defense involving in any way the jurisdiction of the tribunal over the person of the Port Authority, the immunity of the Port Authority, its Commissioners, officers, agents or employees, the governmental nature of the Port Authority or the provisions of any statutes respecting suits against the Port Authority.

SECTION 45. *Late Charges*

If the Lessee should fail to pay any amount required under this Agreement when due to the Port Authority, including without limitation any payment of basic or other rental or any payment of utility or other charges or if any such amount is found to be due as the result of an audit, then, in such event, the Port Authority may impose (by statement, bill or otherwise) a late charge with respect to each such unpaid amount for each late charge period (hereinbelow described) during the entirety of which such amount remains unpaid, each such late charge not to exceed an amount equal to eight-tenths (8/10ths) of one percent (1%) of such unpaid amount for each late charge period. There shall be twenty-four (24) late charge periods on a calendar year basis; each late charge period shall be for a period of at least fifteen (15) calendar days except one (1) late charge period each calendar year may be for a period of less than fifteen (15) (but not less than thirteen [13]) calendar days. Without limiting the generality of the foregoing, late charge periods in the case of amounts found to have been owing to the Port Authority as the result of Port Authority audit findings shall consist of each late charge period following the date the unpaid amount should have been paid under this Agreement. Each late charge shall be payable immediately upon demand made at any time therefor by the Port Authority. No acceptance by the Port Authority of payment of any unpaid amount or of any unpaid late charge amount shall be deemed a waiver of the right of the Port Authority to payment of any late charge or late charges payable under the provisions of this Section with respect to such unpaid amount. Each late charge shall be recoverable by the Port Authority in the same manner and with like remedies as if it were originally a part of the basic rental as set forth in the section of this Agreement entitled "Basic Rental". Nothing in this Section is intended to, or shall be deemed to, affect, alter, modify or diminish in any way (i) any rights of the Port Authority under this Agreement, including without limitation the Port Authority's rights set forth in the section of this Agreement entitled "Termination" or (ii) any obligations of the Lessee under this Agreement. In the event that any late charge imposed pursuant to this Section shall exceed a legal maximum applicable to such late charge, then, in such event, each such late charge payable under this Agreement shall be payable instead at such legal maximum.

SECTION 46. *Ethics Provisions*

(a) During the term of the letting under this Agreement, the Lessee shall not offer, give or agree to give anything of value either to a Port Authority

employee, agent, job shopper, consultant, construction manager or other person or firm representing the Port Authority, or to a member of the immediate family (i.e., a spouse, child, parent, brother or sister) of any of the foregoing, in connection with the performance by such employee, agent, job shopper, consultant, construction manager or other person or firm representing the Port Authority of duties involving transactions with the Lessee on behalf of the Port Authority, whether or not such duties are related to this Agreement or any other Port Authority lease, contract or matter. Any such conduct shall be deemed a material breach of this Agreement.

(b) As used herein, "anything of value" shall include, but not be limited to, any (1) favors, such as meals, entertainment, transportation (other than that contemplated by this Agreement or any other Port Authority lease or contract), etc., which might tend to obligate the Port Authority employee to the Lessee, and (2) gift, gratuity, money, goods, equipment, services, lodging, discounts not available to the general public, offers or promises of employment, loans or the cancellation thereof, preferential treatment or business opportunity. Such term shall not include compensation contemplated by this Agreement or any other Port Authority lease or contract.

(c) In addition, during the term of the letting under this Agreement, the Lessee shall not make an offer of employment or use confidential information in a manner proscribed by the Code of Ethics and Financial Disclosure dated as of July 18, 1994 (a copy of which is available upon request to the Office of the Secretary of the Port Authority).

(d) The Lessee shall include the provisions of this paragraph in each sublease, contract or subcontract entered into under and pursuant to the provisions of this Agreement.

(e) The Lessee certifies that it has not made any offers or agreements, or given, or agreed to give, anything of value (as defined in this paragraph) or taken any other action with respect to any Port Authority employee or former employee or immediate family members of either which would constitute a breach of ethical standards under the Code of Ethics and Financial Disclosure dated as of July 18, 1994, nor does the Lessee have any knowledge of any act on the part of a Port Authority employee or former Port Authority employee relating either directly or indirectly to the Lessee which constitutes a breach of ethical standards set forth in said Code.

SECTION 47. *Changes, Additions and Deletions to this Agreement*

Prior to the execution of this Agreement by either of the parties hereto the following changes, additions and deletions were made:

(a) Section 18 was deleted in its entirety.

(b) Section 38 was deleted in its entirety.

It shall be unnecessary to physically make the foregoing changes, additions and deletions in the aforesaid sections of this Agreement.

SECTION 48. *Entire Agreement*

This Agreement consists of the following: Pages 1 through 17, inclusive, and Exhibits A and R.

It constitutes the entire agreement of the parties on the subject matter hereof and may not be changed, modified, discharged or extended except by written instrument duly executed by the Port Authority and the Lessee. The Lessee agrees that no representations or warranties shall be binding upon the Port Authority unless expressed in writing in this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed these presents as of the day and year first above written.

ATTEST:

Secretary

THE PORT AUTHORITY OF NEW YORK AND NEW JERSEY

By

(Title) Director, TB&T

(Seal)

ATTEST:

Assistant Secretary

GREYHOUND LINES, INC.

By Ted Burk

Ted Burk

(Title) Vice President

(Corporate Seal)

Approved as to form

By

Attorney

APPROVED FOR TRANSMITTAL FORM TERMS

RULES AND REGULATIONS FOR THE PORT AUTHORITY BUS TERMINAL

PURPOSE

1. Purpose. These rules are established by the Port Authority of New York and New Jersey to facilitate the proper use of the Port Authority Bus Terminal and to protect the terminal and its patrons.

DEFINITIONS

2. Definitions. As used herein:

(a) Bus shall mean a self-propelled highway vehicle designed and constructed for the carriage of passengers for hire, employing as a source of motive power (either directly or by electrical transmission) a reciprocating internal-combustion or a turbine engine (not including a jet-propulsion engine) utilizing as fuel gasoline, diesel oil, or any other substance utilized by highway vehicles for fuel and permitted both by the laws of New York and by those of New Jersey then in effect and also under the then existing rules and regulations governing the use of the Lincoln Tunnel (and then only in strict compliance with the requirements of such laws, rules and regulations), and having Overall dimensions not in excess of the following: length, 60 feet; width, 102 inches; height, 11 feet six inches and having a maximum gross loaded weight not in excess of 42,000 (unladen weight) pounds avoirdupois, distributed to provide not more than 20,000 pounds per axle. Articulated buses up to 65 feet overall length shall, for the purposes of these regulations, be included in the definition.

(b) Carrier shall mean an operator of one or more vehicles for the transportation of passengers for hire.

(c) Driver shall mean the person who is in actual physical control of a vehicle.

(d) Express shall mean and include property other than baggage, mail, manifest baggage and newspapers, transported or to be transported by a carrier in accordance with its published tariffs, and shall be defined as defined in the published tariffs of any carrier, except that it shall not include acid, animals, articles packed in wet ice or water, dangerous articles, explosives, gases, inflammable materials, intoxicating beverages, jewelry, lottery tickets, materials having or capable of producing strong, offensive odors, meat, meat products, money, securities, watches, or wet batteries; provided, however, that by notice given within 60 days after the effective date of any reissue, revision or supplement of a tariff of any carrier, the Port Authority may exclude therefrom any article, material or thing listed therein for the first time; and provided, further, that express shall not include any parcel or piece the overall dimensions of which are greater than 24 inches by 24 inches by 45 inches.

(e) Highway vehicle shall mean and include an automobile, a bus, a truck, a tractor equipped with rubber tires, a trailer, or a semi-trailer.

(f) I.C.C. regulations shall mean regulations of the Interstate Commerce Commission in effect on the effective date hereof issued under the authority of the Interstate Commerce Commission.

(g) Manifest baggage shall mean and include property checked through on the line of any carrier (or of a carrier connecting with any carrier) on a ticket or tickets for passenger transportation, in accordance with and as defined by local and joint baggage tariff 500-G of the Interstate Commerce Commission, issued June 15, 1949 and effective July 20, 1949, as the same may be hereafter supplemented or amended; provided, however, that by notice given to the carrier within 60 days of any supplement, revision or reissue of the tariff of such carrier, the Port Authority may exclude any article, material or thing therein listed for the first time.

(h) Parking shall mean the halting of a vehicle on a roadway or other area while not actually engaged in receiving or discharging passengers, except when halted in obedience to traffic regulations, signs or signals, and without regard to the presence or absence of the driver.

(i) Permission shall mean permission granted by the manager except where otherwise specifically provided.

(j) Person shall mean any individual, firm, partnership, corporation, or incorporated or unincorporated association, and shall include any assignee, receiver, trustee, executor, administrator or similar representative appointed by a court, and shall mean the United States of America or any department of the government thereof, any state or political subdivision thereof, or any foreign government or political subdivision thereof or the United Nations.

(k) Port Authority shall mean The Port Authority of New York and New Jersey.

(l) Port Authority rules and regulations shall mean the rules and regulations set forth in this Part and all amendments and supplements thereto.

(m) Published tariff; see tariff.

(n) Stand shall mean to halt a bus for the purpose of loading or unloading or for Waiting in position for loading or unloading.

(o) Manager of the terminal or manager shall mean the person or persons from time to time designated by the Port Authority to exercise the powers and functions vested in the said manager by these rules and regulations, and shall mean the manager or acting manager of the terminal for the time being or his duly designated representative or representatives.

(p) Tariff or published tariff shall mean the schedule of rates, terms and conditions of transportation under which a carrier conducts its operation and which has been approved by the Interstate Commerce Commission or by other governmental regulatory body having jurisdiction over the operations of the carrier.

(q) Terminal shall mean the two buildings that represent the North and South Wing of the bus facility which are connected above and below West 41st Street. The South Wing shall mean the building on the block bounded by West 40th Street, Ninth Avenue, West 41st Street and Eighth Avenue in the borough of Manhattan, in the City, County and State of New York. The North Wing shall mean the building on a portion of the block bounded by East 42nd Street, Eighth Avenue, West 41st Street and the east face of the building at 330 West 42nd Street in the borough of Manhattan, in the

City, County and State of New York. The terminal also includes the overhead viaducts from the South Wing to the west side of 9th Avenue as well as the tunnel leading from the North Wing to Dyer Avenue.

(r) Vehicle shall mean and include automobiles, trucks, buses, tractors, trailers, semi-trailers, horse-drawn carts or wagons and any other devices in or upon or by means of which any person or property is or may be transported, carried or drawn upon land only, except railroad rolling equipment or other devices designed to operate on stationary rails or tracks.

(s) Vehicular level shall mean and include any floor or story at the terminal designed for use by highway vehicles.

GENERAL

3. Permission to use terminal conditional. Any permission granted by the Port Authority directly or indirectly, expressly or by implication, to any person or persons to enter upon or use the terminal or any part thereof, is conditioned upon acceptance of and compliance with the Port Authority rules and regulations, as from time to time may be changed, and entry upon or into the terminal by any person shall be deemed to constitute an agreement by such person to comply with the said rules and regulations; provided, however, that such rules and regulations will not apply to premises or space occupied or used under the provisions of a written agreement made with the Port Authority unless provision is made therein for the application of the said rules and regulations.

4. Use of terminal may be denied persons violating law or rules. The Manager of the terminal shall have authority to deny the use of the terminal to any individual violating Port Authority rules and regulations or laws, ordinances or regulations of the United States government, the State of New York, or the City of New York.

5. Permission to enter certain areas of the building.

(a) Closed Areas - No person except person assigned to duty therein shall enter without permission any area of the terminal posted as being closed to Public.

(b) Restricted Areas - No person shall enter without authorization any area of the terminal posted as restricted unless such person complies with such restriction.

(c) Persons entering the terminal when not fully open for business - During such days and hours as the terminal is partially closed such as late hours of the night and early hours of the morning, any person shall, when entering, remaining, or leaving the terminal, if requested by a Port Authority representative, exhibit such authorization as prescribed by the manager.

6. Abandonment of property prohibited. No person shall abandon any property at the terminal.

7. Permission required to carry on commercial activity. No person shall carry on any commercial activity at the terminal without permission.

8. Gambling prohibited. No person shall gamble or conduct or engage in any game of chance at the terminal unless such game of chance is permitted by local state and federal law and has been approved by the manager.

9. Permission required to solicit funds or contributions. No person shall solicit funds or contributions for any purpose at the terminal without permission.

10. Permission required to post or distribute commercial signs, advertisements, etc. No person shall post, distribute or display commercial signs, advertisements, circulars or printed or written material within the terminal without permission. The manager of the terminal reserves the right to set standards for the location, appearance, size and content of all signs, posters, notices, displays and advertisements and may prohibit installation of such or subsequent removal, if necessary.

11. Lost Articles. All persons finding lost articles at the terminal shall deliver them to the Parcel Check Room. Articles unclaimed by the owner or owners within three months after the finding thereof will be turned over to the finders, except when found by Port Authority employees on duty.

12. Trash, garbage, waste, etc. to be deposited in receptacles provided therefor. No persons shall throw, discharge or deposit trash, garbage, waste, oil or other petroleum products or any other waste material into or upon any portion of the terminal except by depositing such material in receptacles provided therefor. All such receptacles shall be subject to the approval of the manager.

13. Defacing, damaging, etc. terminal or property therein prohibited. No person shall deface, mark, break, or otherwise damage any part of the terminal, or any property thereat.

14. Non-commercial distribution of leaflets, carrying of placards and holding of discussions restricted.

(a) The non-commercial distribution of leaflets, the setting up of card tables to aid in that distribution, the carrying of placards and the holding of discussions with terminal patrons shall be permitted in the following manner at the locations on the subway mezzanine passageway, main floor, second floor and fourth floor and not within 10 feet of an escalator or elevator as designated on a diagram of the terminal on display in the manager's office and on file in the secretary's office. All areas shall be unavailable during major holiday periods, i.e., the periods commencing on the day preceding major holidays (e.g. Friday before Labor Day, day before Thanksgiving, the day before three-day weekends) through and including the concluding day of the holiday period. The manager may grant exception to this rule for holidays which do not give rise to three-day weekends and for which traffic forecasts indicate that traffic in the terminal shall not substantially exceed that which occurs on a normal day.

(1) Subway mezzanine passageway between North and South Wings. Five persons shall be permitted to distribute leaflets and/or carry placards and hold discussions in this area.

(2) Main Floor

(i) Area A. Six persons shall be permitted to distribute leaflets, carry placards and hold discussions. Additionally, these persons may set up two card tables at the location in this area designated on the diagram of the terminal on display in the manager's office and on file in the secretary's office.

(ii) Area B. This area shall be available to eight persons for the distribution of leaflets, the carrying of placards and the holding of discussions. Additionally, these persons may set up two card tables in the location in this area designated on the diagram of the terminal displayed in the manager's office and on file in the secretary's office.

(3) Second Floor

(i) Area A. This area shall be available to six persons for the distribution of leaflets, the carrying of placards and the holding of discussions with patrons of the terminal at all times when the area is open to the general public, except when this area is being used as a passenger holding area.

(ii) Area B. Two persons may distribute leaflets and set up one card table to aid in this distribution in the location designated as area B on the diagram of the terminal displayed in the manager's office and on file in the secretary's office. Because of the small size of this area and its proximity to escalators, the area shall be unavailable to these Persons for discussions with terminal patrons.

(iii) Area C.

(a) This area shall be available to three persons for the distribution of leaflets, the carrying of placards and the holding of discussions with terminal patrons. Additionally, one card table may be set up for the distribution of leaflets at the specified location within area C shown on the diagram displayed in the manager's office and on filed in the secretary's office.

(b) This area will be unavailable for these activities when being used as a passenger holding area.

4. Fourth Floor

(i) Area A. This area shall be available at all times to three persons for the distribution of leaflets, carrying of placards and the holding of discussions with terminal patrons. Additionally, one card table may be set up for the distribution of leaflets by these persons in the location designated on area A of the upper bus level shown on the diagram of the terminal displayed in the manager's office and on file in the secretary's office.

(ii) Area B. This area shall be available at all times to two persons for the distribution of leaflets, the carrying of placards and the holding of discussions with terminal patrons.

(b) In addition to the above, a total of 10 persons shall be permitted to walk on the concourses and walkways within the terminal which are open to the public, for the purpose of distributing noncommercial leaflets at all times, provided that such activities shall be subject to the limitations described above.

(c) (1) Any person or group who wishes to conduct any of the above activities at the locations specified shall apply to the manager on forms provided by him for this purpose. Application shall be made not less than 36 hours nor more than one week before commencement of the activities. The application shall set forth the type of activities to be conducted, the time, location and duration of the activities, and the name, address and telephone number of the person making the application (in case of a group it shall be sufficient to supply the name, address and telephone number of one person who can be contacted if problems arise concerning the grant of the application).

(2) The manager shall grant all such applications on a first come, first served basis so long as the number of persons, the activities and the time, duration and location applied for are in compliance with the provisions set forth in subdivision (a).

(3) The grant of the application by the manager shall be in the form of a permit which shall set forth the number of persons covered by the permit, the activities which are permitted, the permitted time and duration of those activities, and the location at which the activities may be conducted.

(4) The duration of each permit issued shall not be in excess of two weeks. Any person or group may renew a permit for successive two week periods. Renewal applications shall be made on the same form as new applications and shall be processed as if they were new applications.

(d) No signs, placards or other material shall be affixed to the bus terminal. No leaflets or other material shall be distributed by leaving them unattended throughout the terminal.

(e) The manager may refuse the grant of any permit or suspend any permit already granted in the event of emergencies, such as snowstorms, traffic accidents, power failures, transportation strikes or other conditions which render the traffic flow in any of the areas covered by the permit such that conduct of the activities would create a dangerous condition or substantially interfere with traffic in the terminal.

15. Creation of obnoxious odors, noxious gases, smoke or fumes prohibited. No person shall create, or permit any vehicle or machine of which he is in charge to create, obnoxious odors, noxious gases, smoke or fumes in the terminal. The creation of internal-combustion engine exhaust-fumes by vehicles in the terminal, so long as such vehicles are maintained and are being operated in a proper manner, shall not be an infraction of this section. No person shall spit, urinate or defecate on any part of the terminal other than in a urinal or toilet intended for that purpose.

16. Vehicular use of terminal restricted. No person shall travel, or remain on, or shall permit any vehicle of which he has charge to travel, or remain on, any portion of the terminal except upon the roadways, walks or other places or areas provided for the particular class of traffic. No person shall occupy or shall permit any vehicle of which he has charge to occupy the walks, roadways, entrances, exits, waiting rooms or other areas of the terminal in such a manner as to hinder or obstruct their use by others. Only parties authorized by the manager are permitted to operate vehicles on terminal premises; unauthorized vehicular operation on terminal premises may be considered trespass.

17. Loitering in or about terminal prohibited. No person shall loiter in or about the terminal or any part thereof.

18. Authorization required for sale of merchandise, solicitation of trade, entertainment of persons or solicitation of alms. No person, unless duly authorized by the Port Authority, shall, in or upon any area, platform, stairway, station, waiting room or any other appurtenance of the terminal:

(a) sell, offer for sale any article of merchandise; or

(b) solicit any business or trade, including the carrying of baggage for hire; the shining of shoes or boot blacking; or

(c) entertain any persons by singing, dancing or playing any musical instrument; or

(d) solicit alms

19. Persons unable to give satisfactory explanation of presence prohibited from loitering in terminal. No person, who is unable to give satisfactory explanation of his presence, shall loiter in or about any toilet, area, station, station platform, waiting room or any other appurtenance of the terminal. No person shall bathe, shower, shave, launder or change clothes or remain undressed in any public restroom, sink, washroom or any other area within the terminal.

20. Animals barred from terminal. No person except a police officer or another person authorized by the manager shall enter in the terminal with any animal except a "seeing eye" dog or an animal properly confined for shipment.

21. Passage through loading gates restricted. No person shall pass through the loading gates on any vehicular level except:

(a) persons employed by or doing business with a carrier whose duties require such passage;

(b) authorized representatives of the Port Authority;

(c) persons having permission; and

(d) passengers immediately prior to boarding. buses or immediately after leaving buses

22. Photography and filming in the terminal. No person may make drawings or take still photograghs or action pictures for commercial use within the terminal without permission from the manager.

23. Alcoholic beverages. No person shall drink or carry any open alcoholic beverage in any public part of the terminal.

SAFETY

24. Permission required to bring into or carry firearms or other weapons in terminal; exceptions. No persons, except authorized law-enforcement officers, post-office, customs and express employees, licensed armed guards, employees of a carrier, and members of the armed services of the United States or of any State thereof on official duty, shall bring into or carry in the terminal any firearms or other weapons, without permission.

25. Permission required to bring into or carry explosives, acids, inflammables, compressed gases, etc. in terminal; exceptions. No person shall bring into or carry in the terminal any explosives, acids, inflammables, compressed gases or articles or materials having or capable of producing strong offensive odors, or articles or materials likely to endanger persons or property, except with permission. No person shall bring or cause to be brought into or kept in the terminal any signal flare or any container filled with or which has been emptied or partially emptied of oil, gas petroleum products, paint or varnish, except with permission. When permission is given to bring into or keep at the terminal any such articles or materials it shall be conditioned upon the use of appropriate receptacles in rooms or areas approved therefor by the manager. Bringing in or keeping at the terminal without special permission gasoline or other motor fuel contained in tanks permanently attached to vehicles and not contained under pressure shall not be an infraction of this regulation. Bringing into and keeping in the terminal without special permission kerosene signal flares in good condition, of the type required or permitted by Interstate Commerce Commission regulations and properly stowed in buses, shall not be an infraction of this regulation.

26. Permission required to use inflammable liquids for cleaning at terminal. No person shall use inflammable liquids for cleaning at the terminal without permission.

27. Smoking or carrying lighted cigars, cigarettes, pipes, etc. in certain areas of terminal prohibited. No person shall smoke or carry lighted cigars, cigarettes, pipes, matches or any naked flame in areas of the terminal where smoking is prohibited by the Port Authority.

28. Unauthorized interference with or use of terminal systems or equipment prohibited. No person shall do or permit to be done anything which may interfere with the effectiveness or accessibility of the fire protection system, sprinkler system, drainage system, alarm system, telephone system, public announcement and intercommunication system, plumbing system, airconditioning system, ventilation system, fire hydrants, hoses, fire extinguishers, Port Authority towing equipment or

other mechanical system, facility or equipment installed or located at the terminal including closed circuit television cameras and monitors, signs and notices; nor shall any person operate, adjust or otherwise handle or manipulate, without permission, any of the aforesaid systems or portions thereof, or any machinery, equipment or other devices installed or located at the terminal. Tags showing date of last inspection attached to units of fire extinguishing and fire fighting equipment shall not be removed therefrom. Nor shall any person plug a TV, radio or other electrical device into any outlet or connect any device to any utility at or in the terminal.

29. All persons required to exercise care to avoid or prevent injury to persons or damage to property. All persons at the terminal shall exercise the utmost care to avoid or prevent injury to persons or damage to property. Neither any inclusion in nor any omission from these rules and regulations set forth in this Part shall be construed to relieve any person from exercising the utmost care to avoid or prevent injury to persons or damage to property.

30. Permission and accompaniment by Port Authority employee required for entry into all designated Port Authority areas. No person shall enter any Port Authority area at the terminal except with permission and then only when accompanied by an employee of the Port Authority. This includes emergency stairwells except when an emergency conditions exists.

31. No sleeping in terminal. No person on or in the facility shall sleep, doze, lie, or sit down on the floors, hallways, platforms, stairs, landings or other places where such activity may be hazardous to such person or to others, or may interfere with the operation of the terminal's transportation system, pedestrian flow or comfort of its users or tenants.

32. No skateboarding, rollerskating, or bicycle riding. No person shall skateboard, roller skate or ride a bicycle, scooter or any other self-propelled vehicle or device on or through any part of the terminal.

33. Noise. No person shall make, continue, cause or permit to be made or continued any unauthorized noise in the terminal.

34. Fire. No person shall cook, light a fire or otherwise create a fire in any part of the terminal.

35. Storage. No Person shall store bundles, paper, cloth, cardboard or any other material in solid, liquid or gas form that could in any way pose a fire or life safety hazard or obstruct or hinder passage without the approval of the manager.

36. No sound reproduction devices. Except with prior permission, no person shall operate or use any personal radio, television, phonograph, tape recorder or other sound reproduction device in the terminal in such a manner that the sound emanating from such sound reproduction device is audible to another person.

37. Use of lighting or sound reproduction equipment. No person shall without specific authorization from the manager operate or use or cause to be operated or use any lighting or sound reproduction device for commercial or business advertising purposes or for the purpose of attracting attention to any performance, show, sale or display of merchandise, or any commercial or business enterprise, in front or outside of any building, place or premises in the terminal.

38. Inspection of freight, articles and packages. The manager reserves the right to inspect all freight and other articles including hand-carried packages brought into or out of the Bus Terminal and to exclude therefrom all articles which violate any of these rules and regulations, and to require the occupants of space and others regularly doing business at the terminal to issue package passes (in such form as may be approved by the manager) for packages being carried to or from, or from one location to another within the terminal.

BAGGAGE AND EXPRESS

39. Leaking, loose, improperly packaged and marked baggage or express not accepted for handling. No piece of baggage or express will be accepted for handling at the terminal, if in a leaking or loose conditions. No piece of express will be accepted for handling if it is not properly packaged and parked.

40. Express, baggage or manifest baggage producing or capable of producing offensive odor or likely to cause damage or injury to persons or property not accepted for handling and subject to removal from terminal. No piece of express, baggage or manifest baggage will be accepted for handling at the terminal if it has or is capable of producing an offensive odor or is likely to damage other express or baggage or to endanger persons or property or to take any portion of the terminal untenantable; and the same shall be subject to immediate removal by the Port Authority from the terminal or to another location or locations within the terminal, such removal to be at the risk and expense of the carrier involved.

41. Express, baggage and manifest baggage subject to I.C.C. regulations not handled unless in compliance with applicable provisions of such regulations. Express, baggage, and manifest baggage, subject to I.C.C. regulations, will not be handled at the terminal, unless it complies with the said regulations in every respect including without limiting the generality of such regulations proper condition for transportation, containers of adequate strength, packing, marking, labeling, description, certification, and quantity and loading limitations.

VEHICLES

42. Vehicles not maintained, operated and registered in accordance with Port Authority rules and applicable laws, ordinances or regulations may be denied access to or removed from terminal. The manager of the terminal shall have authority to deny access to the terminal for any bus or other vehicle not maintained, operated and registered in accordance with these regulations, or which is otherwise in violation of the Port Authority Bus Terminal rules and regulations or the laws, ordinances or regulations of the United States government, the State of New York, or City of New York; and shall have authority to require removal of any such vehicle from the terminal on five minutes notice. In the event the vehicle is not so removed, the Port Authority may remove it under the provisions of section 59 herein.

43. Vehicles so loaded, constructed, operated, equipped or maintained as to endanger persons or property or obstruct traffic barred from terminal. No vehicle which is loaded in such a manner, or with such materials, or which is so constructed, operated, equipped or maintained as to endanger or to be likely to endanger persons or property, or to obstruct traffic, shall be permitted in or upon the terminal.

44. Vehicles having weights or dimensions in excess of described maxima or using prohibited fuels barred from terminal. No vehicle will be permitted in or upon the

terminal which has a weight or dimensions larger than the maxima described herein for buses or which utilizes any fuel not permitted as a source of motive power for buses under the provisions of section 2 herein.

45. Vehicles lacking valid registration plate barred; exceptions. Except for vehicles owned by the government of the United States, and horse-drawn vehicles, no highway vehicle shall be permitted in the terminal unless a currently effective registration plate duly issued by appropriate governmental authority is attached thereto.

46. Persons driving highway vehicles within terminal required to be duly licensed to operate such vehicles. No person shall drive any highway vehicle (except a horse-drawn vehicle) in the terminal without a motor vehicle operator's or chauffeur's license issued by appropriate governmental authority permitting the driving by such person of the particular type of vehicle driven and valid within the State of New York.

47. Passenger boarding and discharge areas to be used so as to avoid blocking bus traffic. Except when standing a bus in space, the use of which has been licensed specifically to the operator of such bus by written agreement with the Port Authority, drivers shall stand vehicles in the terminal only at space designated for such vehicles by the manager or other Port Authority representative. Where space is used in common by the buses of more than one carrier, such as on the unloading platforms, the drivers will cause their buses to stand in the most forward portion of such space available upon arrival and will continually move their buses forward, toward, and to the most forward vacant portion of the space. No buses shall discharge passengers on any active roadways including the viaducts leading to and from the terminal unless specifically directed by a terminal representative.

48. Procedure to be followed by driver in event of accident involving his vehicle. The driver of any vehicle involved in an accident resulting in injury or death to any person or damage to any property shall immediately stop such vehicle at the scene of the accident, render such assistance as may be needed, and give his name, address and driver's license, and the registration number of the vehicle to the person injured or to a Port Authority officer or representative. The driver, Operator, or owner of such vehicle shall make a report of such accident in accordance with the law of the State of New York.

49. Unauthorized tampering, starting, movement or interference with vehicles prohibited. No unauthorized person shall tamper with any vehicle, start the motor thereof, move the vehicle, or otherwise interfere with the operation thereof at the terminal.

50. Permission required to fuel, defuel, lubricate, clean or repair vehicles within terminal. No person shall fuel, defuel, lubricate, clean or repair a vehicle or any part thereof, at the terminal, without permission.

51. Vehicles entering terminal required to extinguish headlights. Every driver of a vehicle entering the terminal shall extinguish the headlights thereof and shall not relight them until leaving the terminal.

52. Prolonged sounding of vehicle horns prohibited. Prolonged sounding of the horns of vehicles in the terminal is forbidden.

53. Leaving vehicles unattended without turning off motor, locking vehicle and setting brakes prohibited. No person shall leave a vehicle unattended in the terminal without having first turned off its motor, locked all doors, and set its parking brakes.

54. Vehicles prohibited from remaining in terminal for more than 15 minutes. No vehicle shall remain in the terminal for longer than the time necessary for permitted operations in connection therewith, and, unless a shorter time limitation is elsewhere imposed, no vehicle shall remain in the terminal for longer than 15 minutes unless at a designated gate or parking space and so as not to obstruct the operation of the terminal. The manager shall have authority to require, by five minutes' notice, which may be given orally to the driver, the removal from the terminal of any vehicle which shall have been standing or parked at the terminal for so long as 15 minutes; in the event the vehicle is not so removed, the Port Authority may remove it under the provisions of section 59 herein.

55. Operation of vehicles within terminal regulated. No person shall operate a vehicle in the terminal in a careless and negligent manner or in disregard of the right or safety of others, or without due caution, or at a speed in excess of speed limits posted in the area where the vehicle is being operated, or in any event at a speed in excess of 5 miles per hour, or at any speed or in any manner which endangers or is likely to endanger persons or property, or while under the influence of intoxicating liquor or any narcotic or habit-forming drug.

56. Compliance with authorized traffic orders, signals, signs or directions required. Drivers of vehicles in the terminal must at all times comply with any traffic order, signal or direction, given by voice or by hand, of an authorized representative of the Port Authority. When traffic is controlled by traffic lights or signs or by mechanical or electrical signals, such lights, signs and signals shall be obeyed unless an authorized representative of the Port Authority directs otherwise.

57. Drivers required to report arrival and departure and pay fees. Unless other applicable provision for reports is made in an agreement with a carrier, each driver of a bus of any carrier shall report to the Port Authority representative immediately upon arrival at the terminal, shall pay all fees required shall give information of the expected time of departure, and shall, immediately before departure, check out as directed by the Port Authority representative.

58. Disabled vehicles subject to removal. Unless other provisions for the removal of disabled vehicles has been made by agreement, the Port Authority shall have the right to require, by five minutes' notice which may be given orally to the driver, the removal from the terminal (or to a different location in the terminal), of any vehicle which has become disabled in the terminal. In the event such vehicle is not so removed, the Port Authority may remove it under the provisions of section 59 herein.

59. Removal of vehicles from terminal to be at owner's or operator's risk and expense. In the event the Port Authority is empowered to remove any bus or other vehicle from the terminal by any provision of the rules and regulations set forth in this Part, such removal shall be at the risk of the owner or operator of such vehicle, and the cost thereof shall be for the account of such owner or operator and payable to the Port Authority on demand.

60. Time limit for engine idling. Every driver who causes a vehicle to park or stand in the terminal for three (3) or more minutes shall turn off its motor.

PARCEL CHECK ROOM

61. The Port Authority parcel check room will be operated as a public check room at which services will be provided to the public subject to regulations and fees established by the Executive Director or his representative.

PORTER SERVICE

62. The Port Authority of New York and New Jersey will furnish porter service to the public free of charge at the Port Authority Bus Terminal.

CHARTER BUS OPERATIONS

63. Use of terminal by charter buses permitted; restrictions; fees. Operators of charter bus transportation service between the City of New York and points outside the city who have not entered into agreements for space and services at the Port Authority bus terminal will be Permitted to use the enclosed vehicular levels of the terminal, such use to be limited to one-way and through operations originating at points outside New York City, and to round-trip operations, the initial portions of which originate at points outside New York City, the charge for each bus arrival or departure with passengers to be $12.50.

PUBLIC VEHICULAR PARKING

64. The Port Authority public vehicular parking area. The Public vehicular parking area is operated and charges fees as established by the Executive Director of the Port Authority of New York and New Jersey or his designated representative.

ELEVATORS, ESCALATORS, AND LOADING DOCKS

65. Elevator Schedule. Elevators for passengers and freight handling service will be operated in accordance with a schedule established by the manager, unless the arrangements are made with the manager for operation at other times.

66. Prohibition. Passenger elevators and escalators may not be used to carry freight.

67. Controls. The use of any escalator, elevator, private right-of-way or truck loading dock at the terminal will be subject to the direct control of the manager.

68. Causing an elevator or escalator to stop. No unauthorized person shall cause an elevator or escalator to stop by means of any emergency stopping device unless continued operation would appear to result in probable injury to a person or persons. Any such stopping should be reported immediately to a terminal representative.

69. Truck loading docks. Truck loading docks located in the terminal are designed to accomplish the immediate transfer of merchandise between the freight elevators and trucks. All person will confine their use of docks to such purpose as directed by the manager. No storage or holding of merchandise on the truck loading docks awaiting the arrival of trucks or awaiting transfer to premises or space at the terminal will be permitted.

(Port Authority Acknowledgment)

STATE OF NEW YORK)
)ss.:
COUNTY OF NEW YORK)

On the 11th day of February, 1997, before me personally came Ernesto L. Butcher, to me known, who, being by me duly sworn, did depose and say that he resides in

;

that he is the Director, Tunnels, Bridges & Terminals of the Port Authority of New York and New Jersey, one of the corporations described in and which executed the foregoing instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Commissioners of said corporation; and that he signed his name thereto by like order.

CONSTANCE DELLABARCA
Notary Public, State of New York
No. 03-4831312
Qualified in Bronx County
Commission Expires 2/28 1998

Constance DellaBarca
(notarial seal and stamp)

(Corporate Acknowledgment)

STATE OF Texas)
)ss.:
COUNTY OF Dallas)

On the 23 day of December, 1996, before me personally came Ted Burk, to me known, who, being by me duly sworn, did depose and say that he resides in

;

that he is the Vice President of Greyhound Lines, Inc., one of the corporations described in and which executed the foregoing instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation; and that he signed his name thereto by like order.

Patti James
(notarial seal and stamp)

NOTARY PUBLIC STATE OF TEXAS
PATTI IJAMES
NOTARY PUBLIC
State of Texas
Comm. Exp. 07-09-97

G

BT-G 4462 No. BT-G-1

AGREEMENT

between

THE PORT OF NEW YORK AUTHORITY

and

THE GREYHOUND CORPORATION

for Space and Services

at

THE PORT AUTHORITY BUS TERMINAL

1962

SA 28.1

BT-G 111261

Agreement No. BT-G-1

THIS AGREEMENT, made as of the fourteenth day of March, 1962, by and between THE PORT OF NEW YORK AUTHORITY (hereinafter referred to as "the Port Authority"), a body corporate and politic created by Compact between the States of New York and New Jersey, with the consent of the Congress of the United States of America, and having an office at 111 Eighth Avenue, in the Borough of Manhattan, in the City, County and State of New York, and THE GREYHOUND CORPORATION (hereinafter referred to as "the Carrier"), a corporation organized and existing under the laws of the State of Delaware, with an office and place of business at 140 South Dearborn Street, Chicago 3, Illinois, whose representative is the President of Eastern Greyhound Lines Division of The Greyhound Corporation, 1400 West Third Street, Cleveland 13, Ohio,

WITNESSETH, That:

WHEREAS, the Port Authority, acting in the public interest and in furtherance of the Comprehensive Plan for the Development of the Port of New York and pursuant to Chapter 95 of the Laws of New Jersey, 1946, and Chapter 443 of the Laws of New York, 1946, maintains and operates, on the block bounded by Eighth Avenue, West 40th Street, Ninth Avenue, and West 41st Street, in the Borough of Manhattan, in the City, County and State of New York, a motor-bus terminal together with overhead viaducts to the west side of Ninth Avenue (all hereinafter collectively referred to as "the Terminal") and provides certain services at the Terminal; and

WHEREAS, the Carrier desires a license to use space in the Terminal and the privilege of utilizing the services provided;

NOW, THEREFORE, the Port Authority and the Carrier, for and in consideration of the covenants, agreements and payments hereinafter provided, agree as follows:

Section 1. General Agreement

The Port Authority shall license the Carrier to use space and shall provide services at the Terminal, and the Carrier agrees to exercise the license and utilize the services and to pay therefor, all as hereinafter more particularly set forth in this Agreement.

Section 2. License to Use Space

(a) The Port Authority hereby grants to the Carrier a license to use space at the Terminal as follows:

(1) On the lower bus level of the Terminal, those of the spaces shown in red on the plan hereto attached, hereby made a part hereof, and marked "Exhibit A", the gates to which as shown on Exhibit A carry even numbers, 12 to 40, both inclusive, and that portion of the platform area abutting thereon also shown in red on Exhibit A; all such spaces and the said platform area are hereinafter collectively referred to as "the berth space".

(2) Space consisting of the dispatcher's booths shown in blue on Exhibit A, hereinafter referred to as "the dispatcher's booth space".

(3) All space the use of which is licensed under subparagraphs (1) and (2) of this paragraph (a) is hereinafter referred to collectively as "the Space". The use thereof shall be exclusive to the Carrier, subject to all the terms and provisions of this Agreement.

(b) The Port Authority shall provide waiting-room and free, non-exclusive toilets at the Terminal and shall designate the same for the use of the passengers of the Carrier in common with passengers of other carriers and with the public; the passengers of the Carrier will be permitted to use such areas, subject to and upon compliance with the applicable terms and conditions of this Agreement, and the rules and regulations of the Port Authority; the Port Authority may remove violators and exclude repeated violators from the Terminal.

Section 3. Carrier's Rights to Use Space

(a) The Carrier shall use the berth space for the following purposes only and for no other purpose whatsoever: For the arrival or departure or parking of buses operated by the Carrier and, in connection therewith, for the cleaning and maintenance of such buses, as defined in Section 29 hereof, and for the standing of service vehicles attending such buses.

(b) The Carrier shall use the dispatcher's booth space only for dispatching purposes and for the maintenance of private telephone, teletype and intercommunication stations, and for no other purpose whatsoever.

(c) The Carrier, its officers, employees and passengers, shall have the right of ingress and egress between the Space and the streets outside the Terminal. Such right shall be exercised by means of the pedestrian or vehicular ways, (to be used in common with others having rights of passage within the Terminal and in accordance with the rules and regulations of the Port Authority) as may from time to time be designated by the Port Authority for the type of traffic involved, for the use of carriers, or for the use of the public. The Port Authority may, at any time, temporarily or permanently close, or consent to or request the closing of any such way, so long as reasonable means of ingress and egress remains available. The Carrier hereby releases and discharges the Port Authority of and from any and all claims, demands or causes of action which the Carrier may now or at any time hereafter have, arising or alleged to have arisen out of the closing of any such way, or of any street, roadway or other public area, whether within or outside the Terminal. The direction of traffic on stairways and escalators and in halls, corridors and other portions of the Terminal shall be at all times subject to determination and redetermination by the Manager. The Manager may discontinue the operation of all or any number of the escalators for such period or periods as he may determine advisable, in the interests of safety, efficiency or economy of operation of the Terminal, or for repair, replacement or maintenance.

Section 4. Effective Period

(a) This Agreement shall become effective on the execution thereof by both the Port Authority and the Carrier.

(b) The license granted hereby shall become effective on April 1, 1963 and shall expire on March 31, 1983, except that it shall terminate with any earlier termination of this Agreement. The Port Authority shall be obligated to provide services to the Carrier only while the license is in effect.

(c) For a period of forty-five (45) days immediately prior to the commencement of the effective period of the license, the Carrier shall have the right to enter the Terminal, to familiarize its employees with the same and with the intended uses thereof, and to the extent the Space is available or, in the opinion of the Port Authority can accommodate such activities, to install equipment in the dispatcher's booth space. All such installation, and all alteration and construction in connection therewith shall be done after issuance of a permit therefor by the Port Authority and pursuant to the terms thereof.

Section 5. General Services

(a) Except as otherwise provided in this Agreement, the Port Authority shall make such repairs as may be necessary to keep the Terminal and the Space in good operating condition. The Carrier shall have no claim or remedy against the Port Authority for breach of such obligation, unless reasonable notice of the necessity for repairs shall have been given to the Port Authority. If the Interstate Commerce Commission or the Public Service Commission of the State of New York or another governmental regulatory body having jurisdiction over the operations of the Carrier in the City of New York shall order the Carrier to discontinue use of the Terminal unless an alteration is made therein, the Port Authority, upon reasonable notice from the Carrier of such requirement, shall proceed to make the necessary alteration.

(b) The Port Authority shall clean and keep clean the public area of the Terminal and shall clean and keep clean the Space, all as reasonably required.

(c) The Port Authority shall supply in all the Space: (i) electricity in reasonable quantities for the operation of teletype machines and for illumination purposes, by which is meant only the energizing of incandescent and fluorescent fixtures; (ii) light bulbs and tubes; and (iii) eight (8) electric outlets for use in connection with the cleaning and maintenance defined in Section 29 hereof.

(d) To the extent and for the time permitted by the supplier of telephone service to the Terminal, the Port Authority shall provide an internal telephone system interconnecting telephone stations on the lower bus level and the main concourse. The Port Authority shall cause to be installed and interconnected in such system a telephone station in the dispatcher's booth space upon condition that the Carrier shall continue at all times to satisfy the requirements of the supplier of telephone service with respect thereto, other than in paying the charge for installation and the rental of such station or stations in the Space. The internal system will be connected through a switchboard with a central office of the supplier of telephone service, and incoming calls only may be received by the Carrier from such central office at such stations in the Space.

(e) The Port Authority shall provide free non-exclusive toilets for the employees of the Carrier using the Terminal.

(f) Upon request of the Carrier, the Port Authority shall tow any bus disabled in the Terminal, if such bus is capable of being towed on its wheels, free of charge, from the point of original disablement to a point within or without the Terminal, as designated by the Port Authority. The Port Authority shall have the right at all times to remove buses disabled in the Terminal (except such as are in the berth space), to such point within or without the Terminal as may be designated by the Port Authority. Towing and removal performed under this paragraph (f) shall be at the risk of the Carrier except for damage sustained by the Carrier or any third party resulting from the active, sole negligence of the Port Authority in the course of such towing and removal.

(g) The Port Authority shall supply, at such point in the berth space as may be mutually agreed upon, compressed air at ninety (90) pounds per square inch, and cold water of the character furnished in the vicinity by the City of New York.

(h) The Port Authority shall provide parcel-checking service for members of the public at the Terminal, at reasonable fees to be charged the users.

(i) The above described services may, as determined from time to time by the Port Authority, be furnished directly by the Port Authority or through the medium of contractors or others; but if any service is furnished through such medium, the Port Authority shall remain responsible to the Carrier.

Section 6. <u>Services Provided by the Port Authority for the Carrier</u>

(a) The Port Authority, as agent for the Carrier, shall supply to the public at the Terminal information concerning the services, schedules and rates of the Carrier (except for charter coach and tour services and rates) by providing a booth at the Terminal, attended during all hours necessary for adequate service to the public, and by answering telephone inquiries at all hours. The Port Authority shall supply only information previously supplied to it in writing by the Carrier. The Port Authority shall handle inquiries for charter coach service according to the procedure set forth on a Schedule hereto attached, hereby made a part hereof, and marked "Exhibit C".

(b) Upon request made by an authorized representative of the Carrier, the Port Authority shall, as agent for the Carrier, announce by use of the public address system the departures of the buses of the Carrier, reasonably prior thereto, as the Port Authority may determine. Whenever time permits, consistent with its obligations to other carriers, the Port Authority shall announce each departure twice. The Carrier shall not be entitled to any other use of the public address system or to use it directly in any event.

(c) As agent for the Carrier, the Port Authority shall provide space (hereinafter referred to as "the baggage room") at the Terminal to be used by it for the receiving and delivering of express and manifest baggage. The Port Authority shall, as agent for the Carrier, handle express and manifest baggage in accordance with the following:

(1) Manifest baggage

(i) The Port Authority shall receive outbound manifest baggage from passengers of the Carrier at the baggage room and shall give a baggage check therefor, at the same time marking or punching the passenger's ticket. Such checks shall be provided by the Carrier, on forms subject to the approval of the Port Authority. The Port Authority shall deliver such baggage at the Terminal to the bus designated by the Carrier and shall load the baggage on the bus. The Port Authority shall prepare and complete manifest forms for such baggage and shall deliver the same as directed by the Carrier to the driver of the bus on which the baggage is to travel, or to the dispatcher thereof. No outbound manifest baggage shall be permitted to leave the Terminal before a duplicate manifest form has been receipted by the driver or dispatcher of the Carrier and delivered to the Port Authority. For baggage which is excess in weight or excess in value or both, according to the tariffs of the Carrier, the Port Authority shall at the time of deposit collect the excess charge required by the tariff. The Carrier shall provide sufficient equipment promptly to remove from the Terminal all outbound baggage, and hereby authorize the Port Authority to load on buses of the Carrier, without further direction, all outbound baggage which has remained in the baggage room at the Terminal for so long as 72 hours after the issuance of the check therefor. The Carrier shall receipt for such baggage.

(ii) The Port Authority shall unload inbound manifest baggage from the bus of the Carrier at the Terminal, giving a receipt therefor to the driver of the bus, shall transport the same to the baggage room, and shall deliver the same without charge to the person presenting the check therefor which has been issued at the point of origin, if such check is presented within 24 hours after the receipt of the baggage at the Terminal. Baggage not called for within the said period will be delivered to the person presenting the check therefor at any time within the next 31 days, upon payment to the Port Authority of storage charges at the following rates: 15¢ per day or fraction thereof per piece of handbaggage except that the charge per piece of handbaggage shall not exceed $3; .25¢ per day or fraction thereof per footlocker, trunk, duffle bag, B-4 bag or carton exceeding 22" in height or 29" in length or 15" in width except that the total charge per piece shall not exceed $5.00. In the event that the published tariffs of the Carrier provide for no storage charge or for a storage charge which is less than the amount hereinabove set forth, the Port Authority shall make no charge, or shall collect the lesser charge, as the case may require, and the Carrier shall pay to the Port Authority the difference between the

amount collected and the sum hereinabove set forth, upon demand, except that if the Carrier's tariff so provides, there shall be no storage charge for baggage of passengers holding trans-Atlantic tickets or ticket orders for the period between the arrival of the baggage at the Terminal and the sailing of the first vessel from the Port of New York enroute to the passenger's destination on which the passenger's ticket (or a ticket for which the passenger holds an order) is valid and passage is available. The Carrier hereby authorizes the Port Authority, upon expiration of the period of 31 days hereinabove mentioned, to deliver unclaimed baggage to the Carrier by loading the same on an outbound bus of the Carrier, consigned to a baggage agent of the Carrier specified in the tariffs of the Carrier. The Carrier shall receipt for such baggage.

(iii) The Port Authority shall tranfer manifest baggage at the Terminal from a carrier licensed to use the Terminal to another carrier so licensed if the tariffs of the carriers involved so provide, handling the same as agent for the carrier which is to take it away from the Terminal. The Port Authority shall unload such baggage and shall transfer the same directly to the bus which is to take it from the Terminal if such bus is then loading outbound baggage, but otherwise shall transport the baggage to the baggage room, thereafter handling it as if it were outbound manifest baggage. Such baggage is hereinafter referred to as "transfer manifest baggage."

(iv) "Carrier transfer manifest baggage" shall mean and include manifest baggage as defined in this Agreement which arrives at the Terminal on a bus operated by the Carrier, has been checked through New York City to a point outside the City, and leaves the Terminal on a bus operated by the Carrier. Such baggage shall be handled as if it were transfer manifest baggage.

(v) The Port Authority shall in connection with manifest baggage, perform the duties of a station agent essentially as prescribed in "Section C - General Tracing Procedure," issued October 1, 1956, and "Section D - General Procedure of Handling Unclaimed Baggage." issued November 15, 1957 by the National Bus Traffic Association Inc. in its "Baggage Clearing House Manual of Procedures No. 1."

(2) Express

(i) The Port Authority shall receive outbound express at the baggage room, shall issue to the shipper a receipt therefor in the name of the Carrier on forms provided by the Carrier and subject to the approval of the Port Authority, and shall collect charges therefor in accordance with the tariffs of the Carrier. The Port Authority shall deliver such express at the Terminal to the driver of the bus on which it is to travel, or to the dispatcher thereof, as directed by the Carrier, and shall load such express on the bus. No outbound express shall be permitted to leave the Terminal until written receipt therefor shall be delivered to the Port Authority by the driver of the bus of the Carrier, or by another authorized employee of the Carrier. The Carrier shall

provide sufficient equipment promptly to remove from the Terminal all outbound express, and hereby authorizes the Port Authority to deliver to the dispatcher of the Carrier, without further direction from the Carrier, all outbound express which has remained in the baggage room in the Terminal for so long as 72 hours. The Carrier shall receipt for such express.

(ii) The Port Authority shall accept inbound express from the driver of the bus of the Carrier, shall unload the same from the bus, give a receipt therefor to the driver and transport the express to the baggage room, and hold the same for delivery. If the consignee's address is within the local-rate telephone area, and the Carrier's tariffs permit, the Port Authority shall notify the consignee of the arrival of the shipment once by telephone, and the Carrier shall pay the cost thereof. If the consignee's address is not within the local-rate telephone area, and the Carrier's tariffs permit, the Port Authority shall notify the consignee once by telegram or telephone, as the case may be, and the Carrier shall pay the cost thereof. When the foregoing does not require the Port Authority to notify the consignee by telephone or telegram, the Port Authority shall notify the consignee of the arrival of the shipment by post card. The Port Authority shall make delivery of the express to the consignee at the baggage room only, and only in accordance with the instructions of the Carrier, upon payment of transportation charges, if any, and C.O.D. charges, if any. Storage shall be charged at the following rate per shipment, commencing 48 hours (not including Sundays and legal holidays) after receipt of the express at the Terminal, or commencing upon the expiration of such lesser period of free time as the tariffs of the Carrier may provide: 25¢ per day or fraction thereof except that the total charge per shipment shall not exceed $5.00. In the event the Carrier's tariffs provide for a storage charge higher than above set forth, the Port Authority shall collect such higher charge; if they provide for a lower storage charge, or for no charge, the Port Authority shall collect the said lower charge or shall make no charge, as the case may be, and the Carrier shall pay to the Port Authority the difference between the sums collected and the storage charges hereinabove set forth, upon demand. The Port Authority shall on the twentieth day of each month transmit to the Carrier for the preceding month, the transportation charges, the C.O.D. collections, and the C.O.D. service charges less the amounts due the Port Authority under subparagraph (7) of Section 14(a) hereof. In the event a shipment is not delivered within 7 days after the arrival thereof, the Port Authority will notify the shipper by post card that the shipment has been unclaimed, and will act upon instructions received from the shipper as to the disposition of the shipment, if such instructions are received within 30 days after the arrival of the shipment at the Terminal; provided, that the Carrier shall pay on demand all transportation and storage charges and an amount equivalent to 25% of the express tariff charges for any further transportation. The Carrier hereby authorizes the Port Authority, upon the expiration of the thirty-day period, to load the unclaimed express on a bus of the Carrier operating out of the Terminal, consigned

to an express agent of the Carrier specified in the tariffs of the Carrier. The Carrier shall receipt for such express.

(iii) The Port Authority shall transfer express at the Terminal from a carrier licensed to use the Terminal to another carrier so licensed if the tariffs of the carriers involved so provide, handling such express as agent for the carrier which is to take it away from the Terminal. The Port Authority shall unload such express from the bus of the carrier which has brought it to the Terminal, and shall transfer the same directly to the bus which is to take it from the Terminal, if such bus is then loading outbound express, but otherwise shall transport the express to the baggage room and thereafter handle the same as if it were outbound express. Such express is hereinafter referred to as "transfer express." The Port Authority shall not be obligated to accept transfer express at any time when the carrier which is to take the express away from the Terminal is not operating.

(iv) "Carrier transfer express" shall be express as defined in this Agreement received by the Carrier at a point outside the City of New York for transportation through the said City to another point outside the City of New York served by the Carrier. Such express shall be handled as if it were transfer express.

(3) Mail

The Port Authority shall move mail for which the Carrier has given a receipt to the United States Post Office Department, from the point or points in the Terminal at which the United States Post Office Department shall have deposited the same (which points shall be as may from time to time be determined by the Port Authority) to and shall load the same upon the bus of the Carrier on which it is to travel. Mail arriving on buses for receipt by the United States Post Office Department at the Terminal will be removed from the buses by the Port Authority and taken to such point or points in the Terminal (which shall be as from time to time designated by the Port Authority) as the said Post Office Department may use for pickup thereof.

(4) Newspapers

The Port Authority shall move newspapers which the Carrier has contracted to transport, from such point or points in the Terminal (which points shall be as may from time to time be designated by the Port Authority) at which the same have been deposited by newspaper delivery services, to, and shall load the same upon the bus of the Carrier on which they are to travel.

(5) Responsibility of the Port Authority

With respect to mail and newspapers, the Port Authority shall not be liable for any loss whatsoever except for

wilful acts or omissions of Port Authority employees acting within the scope of their employment. With respect to all manifest baggage and express while in the care, custody or control of the Port Authority, including without limitation thereto transfer and carrier transfer manifest baggage and express, the Port Authority shall be liable to the Carrier for all loss thereof, or damage thereto, to the same extent that the Carrier is liable under its tariff to its passengers or to persons having an interest in express, as the case may be, subject, however, to the following:

(i) The liability of the Port Authority as to manifest baggage shall not exceed the sum of Two Hundred Twenty-five Dollars ($225) for all baggage checked on a single full-fare ticket, or the sum of One Hundred Twelve Dollars and Fifty Cents ($112.50) for all baggage checked on a single half-fare ticket, and shall not exceed the sum of Two Hundred Twenty-five Dollars ($225) for any single piece of baggage; and the liability of the Port Authority for express shall not exceed the sum of Two Hundred Fifty Dollars ($250) for any one shipment, provided, however, that if by mandatory order of the Interstate Commerce Commission or of the Public Service Commission of the State of New York the limit of liability of the Carrier for baggage or for express shall be increased, then the limit of the liability of the Port Authority shall be increased by that part of the increase, if any, which is in excess of the previously existing limit of liability of the Port Authority as fixed by this subparagraph (i). The Carrier shall require that the passenger, shipper, consignee or other party in interest support its claim by a signed statement giving all relevant facts, such statement to be made upon forms provided by the Port Authority.

(ii) The liability of the Port Authority to indemnify the Carrier shall be conditioned upon the following:

(1) the Carrier shall give ten (10) days' prior notice to the Port Authority before any settlement of or any payment on account of any such claim; and

(2) upon the bringing of a suit based on such a claim, the Carrier shall immediately forward to the Port Authority every demand, notice, summons or other process received by it or by its representative, and thereafter shall fully cooperate with the Port Authority in the investigation and defense of the suit, attending hearings and trials, securing and giving evidence and obtaining the attendance of witnesses without, however, any right to admit any liability or to interfere in the negotiation of any settlement or to make any independent settlement.

(iii) The Port Authority shall be relieved of liability to the extent that the Carrier would have been relieved had it taken action, if any, permitted by its then current tariffs to lessen or relieve its liability after receipt of the baggage or express. When and to the extent that the Carrier loses the benefit of the limitation of liability expressed in its tariffs because of the failure of the Port Authority while the baggage or express is within its care, custody and control, to perform the obligations which the tariffs require the Carrier to perform, the limitation of the liability of the Port Authority expressed above shall not be effective; provided, how-

ever, that the Carrier shall notify the Port Authority of its tariff requirements at least fifteen (15) days prior to the handling of baggage or express thereunder.

(iv) The Port Authority shall not be liable for concealed loss of or damage to manifest baggage, express, mail or newspapers, except where active, sole negligence on the part of the Port Authority is proved.

(v) Property shall be deemed to be within the care, custody and control of the Port Authority (1) as to outbound baggage and outbound express, between the time of delivery thereof to the Port Authority by the passenger or other depositor thereof, which delivery may be evidenced by a check or receipt therefor given to the passenger or other depositor, and the time of delivery of the property to the Carrier, which may be evidenced by a receipted manifest form or other receipt given by an authorized employee of the Carrier; (2) as to inbound baggage and inbound express, between the time of delivery thereof by the Carrier to the Port Authority, which may be evidenced by written acknowledgment of such delivery by the Port Authority, and the time of delivery thereof by the Port Authority (i) to the person holding the check or other evidence for the delivery thereof, which may be evidenced by delivery of such check or other evidence to the Port Authority, or (ii) to the Carrier, which may be evidenced by a receipted manifest form or other receipt given by an authorized employee of the Carrier.

(vi) In the event no receipt for express or checked baggage is given by the Carrier, the Port Authority will handle the same in accordance with the foregoing, but shall have no responsibility for loss of or damage to such baggage and express, except for wilful acts or omissions of Port Authority employees acting within the scope of their employment.

(d) Except as expressly provided in this Section 6, the Port Authority shall have no liability to the Carrier for loss of or damage to manifest baggage, express (including without limitation thereto transfer and carrier transfer manifest baggage and express), mail and newspapers, and shall have no additional liability therefor whatsoever to the passenger, shipper, owner, consignee or other person having an interest therein. Further, the Carrier agrees to indemnify the Port Authority and hold it harmless against any and all claims and demands made by passengers, shippers, owners, consignees or other persons having an interest in such manifest baggage, express, mail and newspapers, to the extent that any such claims or demands are in excess of the liability expressly provided in this Section 6.

(e) The Port Authority shall perform all the above described services as and only as the agent of the Carrier and shall perform the same promptly, efficiently and courteously. Subject to this requirement, the same may, as determined from time to time by the Port Authority, be furnished directly by the Port Authority or through the medium of contractors or others; but if any service is furnished through such medium (other than the Carrier itself), the Port Authority shall remain liable to the Carrier.

Section 7. Method of Operations of the Carrier

(a) The Carrier shall furnish good, prompt and efficient service at the Terminal and shall furnish the said service on a fair, equal and non-discriminatory basis to the general public.

(b) The Carrier shall conduct all its operations at the Terminal in an orderly, proper and courteous manner, and so as not to annoy, disturb or be offensive to others at the Terminal, and shall provide and shall require its employees (except office employees) at all times to wear or carry uniforms, badges or other suitable means of identification. All means of identification shall be subject to the prior and continuing approval of the Port Authority in writing. The Port Authority shall have the right to object to the Carrier regarding the demeanor and conduct of the employees and passengers of the Carrier, whereupon the Carrier will take all steps reasonably necessary to remove the cause of the objection.

(c) The Carrier shall observe and comply with, and hereby agrees to be bound by and to compel its officers and employees to observe and comply with, the Rules and Regulations of the Port Authority now in effect, a copy of which is hereto attached, hereby made a part hereof, and marked "Exhibit R", and such further reasonable rules and regulations, including all amendments and supplements thereto, as may from time to time during the effective period of this Agreement be promulgated by the Port Authority, for reasons of safety, health or preservation of property, or for the maintenance of a good and orderly appearance of the Terminal or the Space or any part thereof, or for the safe and efficient operation of the Terminal. The Port Authority agrees that except in cases of emergency it shall give notice to the Carrier of every rule or regulation hereafter adopted by it, at least ten (10) days, exclusive of Saturdays, Sundays and holidays, before the Carrier shall be required to comply therewith. The Carrier shall have the right to present its comments and objections with regard to any such rule or regulation hereafter adopted, in writing to the Port Authority. The Carrier shall use its best efforts to require its passengers, guests, invitees and others doing business with it, to observe and comply with the said Rules and Regulations, as supplemented and amended.

(d) The Carrier shall cooperate with the Port Authority in all matters relating to the safe and efficient operation of the Terminal by the Port Authority and shall require its employees so to do.

(e) Subject, in areas of the Terminal not exlusively licensed for use by the Carrier, to the reasonable direction of the Port Authority for the safe and efficient operation of the Terminal, the Carrier shall dispatch its buses. The Carrier shall also take the precautions on the platform or platforms which are part of the berth space reasonably necessary to assure the safety of its passengers, and other persons. For the performance of the foregoing, the Carrier shall cause one of its employees (hereinafter referred to as "the dispatcher") to be on duty at the Terminal with the necessary authority from the Carrier to direct the placing, movement and departure of its buses at and from the berth space and who shall, together with all other employees of the Carrier at the Terminal, cooperate with employees

of the Port Authority. The dispatcher shall receive from the Port Authority all outgoing express and manifest baggage, shall be authorized to and shall sign receipts for the same; and the dispatcher shall receive all outgoing mail and newspapers, and be authorized to receipt therefor. The Carrier shall authorize and cause to be present at the Terminal a representative to make examinations and investigations, and to check manifest baggage forms, such representative to be present at the Terminal during both loading and unloading of any and all of the vehicles operated by the Carrier; in the event of loading or unloading performed in the absence of such representative, the Carrier shall accept the certification of the Port Authority as to the quantity, condition and character of any lading, and such certification shall be conclusive on the Carrier. In periods of light traffic volume the Carrier may designate bus drivers as dispatchers.

(f) The Carrier shall not itself or by contractors or others supply or provision any bus at the Terminal with food, beverages, tobacco or any other merchandise whatsoever intended to be sold or supplied to passengers or others on or from the bus at any point or location whatsoever, except as such may be supplied, or services may be performed, by any person, firm or corporation operating pursuant to a permit issued by the Port Authority, which permit the Port Authority will issue provided the prospective permittee will pay the going rates and will meet Port Authority standards and requirements. The Carrier may however distribute to its employees and passengers printed matter published by or for the Carrier.

Section 8. Indemnity

(a) As between the parties, the Port Authority shall be solely responsible for the acts and omissions at the Terminal of the Port Authority (and of its employees, agents and representatives, when acting within the scope of their employment), when such acts or omissions occur in the performance of services at the Terminal as agent for the Carrier, and the Port Authority shall indemnify the Carrier and hold it harmless against all claims and demands of third persons for which the Carrier shall be liable, caused by such acts or omissions.

(b) The Carrier shall promptly notify the Port Authority of any claim or demand for which indemnity is sought under this Section 8, giving particulars sufficient to identify the person making the claim or demand and any other reasonably obtainable information respecting the time, place and circumstances of the occurrence or occurrences on which the claim or demand is based, the names and addresses of the injured and of available witnesses.

(c) The liability of the Port Authority to indemnify the Carrier shall be conditioned upon the following:

(1) If a claim is made or a suit is brought, the Carrier shall immediately forward to the Port Authority every demand, notice, summons or other process received by it or by its representative, and thereafter shall fully cooperate in the investigation and defense of such claim, attending hearings and trials, securing and giving evidence, and obtaining the attendance of witnesses, without, however, any right to admit any liability or to interfere in the negotiation of any settlement or independently to make any settlement.

(2) The Port Authority reserves to itself the exclusive right to defend or raise a defense upon the ground that it is not subject to suit or upon the ground that the Port Authority is a governmental agency conducting operations in a governmental capacity.

(3) The Carrier shall not, without loss of its right to be indemnified, voluntarily make any payment, assume any obligation or incur any expense other than for such immediate medical or surgical relief to others as shall be imperative at the time of the occurrence.

(4) This indemnity does not cover any liability assumed contractually by the Carrier toward third parties except the liability for the safety of persons assumed by the Carrier by its contracts for the transportation of persons, pursuant to the filed tariffs of the Carrier.

(5) Nothing herein contained shall enlarge the liability of the Port Authority for loss or damage to baggage or express beyond the liability assumed in Section 6 hereof.

(d) Liability to third persons for personal injuries (including death), or for property damages, caused in part by acts or omissions for which the Carrier is responsible and in part by acts or omissions for which the Port Authority is responsible (or caused by acts or omissions for which the Carrier, the Port Authority and one or more other persons who have entered into undertakings with the Port Authority similar to this provision are all responsible), and the expense of defense thereof and settlement therefor, shall be borne by all the responsible parties in equal shares.

(e) To the extent lawfully permitted, neither of the parties shall disclose to any unauthorized person the information transmitted to it by the other pursuant to the obligations of this Section 8, except where required in the defense or settlement of any claim or demand or where compelled so to do by legal process.

(f) Notwithstanding the foregoing, neither party shall be responsible under the provisions of this Section 8 for or on account of acts or omissions which have been authorized or directed by the other party.

(g) Nothing herein contained shall be or be construed to be, or is intended to be, a contract for the benefit of any one or more third parties.

Section 9. <u>Prohibited Acts</u>

(a) The Carrier shall not do or permit any act or thing and shall not permit any condition to exist or continue, if any of the same may damage the Terminal or any part thereof

or interfere with the efficient operation of the Terminal or any part thereof, or any equipment, facilities or systems installed thereon, including, without limitation thereto, damage to or interference with the effectiveness or accessibility of the elevators or escalators, or the fire-protection, sprinkler, drainage, sewerage, plumbing, compressed air, air-conditioning, ventilation, telephone, public announcement or intercommunication systems, or any part thereof.

(b) The Carrier shall not do or permit any act or thing in the Space which (1) will invalidate or conflict with any policies of fire insurance in the New York standard form covering the Space or any part thereof, or the Terminal, or any part thereof, or (2) which, in the opinion of the Port Authority, may constitute an extra-hazardous condition, so as to increase the risks normally attendant upon the operations contemplated by this Agreement. The Carrier shall promptly observe, comply with and execute the provisions of any and all present and future rules, regulations, requirements, orders and directions of the National Board of Fire Underwriters, the New York Board of Fire Underwriters, or of any other board or organization exercising or which may exercise similar functions, which may pertain or apply to the operations of the Carrier, but shall have no obligation to make alterations, repairs or improvements required by any such rule, regulation, order or direction. If by reason of any failure on the part of the Carrier to comply with the provisions of this paragraph (b), any fire insurance rate, extended coverage rate, or rental insurance rate on the Space or any part thereof, or on the Terminal or any part thereof, or the rate of other insurance of any type the premium for which is measured by the fire insurance premium or premiums, shall at any time be higher than it otherwise would be, then the Carrier shall pay to the Port Authority that part of all insurance premiums paid by the Port Authority which shall have been charged because of such violation or failure by the Carrier.

(c) The Carrier shall commit no nuisance and shall permit neither the commission of any nuisance nor the doing of any act or thing which shall result in the creation or maintenance of a nuisance in the Space or any portion thereof or elsewhere in the Terminal and the Port Authority shall commit no nuisance and do no such act or thing in the Space or any portion thereof.

(d) The Carrier shall not sell or furnish in the Space or permit others to sell or furnish in the Space, any food or other merchandise whatsoever, or any service of any type, and without limitation of the foregoing, shall not install, maintain or operate, or permit the installation, maintenance or operation in the Space or any portion thereof of any vending-machine or device designed to dispense or sell food, beverages, tobacco, tobacco products or merchandise of any kind, whether or not included in the above categories, or of any restaurant, cafeteria, mobile or stationary kitchen, stand or other establishment of any type for the preparation, dispensing or sale of food, beverages, tobacco, tobacco products or merchandise of any kind, whether or not included in the above categories, or of any equipment or device for the furnishing to the public of service of any kind, including therein, without limitation thereto, telephone pay-stations; but nothing herein contained shall abrogate any right of the Carrier set forth in paragraph (f) of Section 7 hereof.

Section 10. Governmental and Other Requirements

(a) The Carrier shall procure all licenses, certificates, registrations, permits or other authorization from all governmental authorities having jurisdiction over the operations of the Carrier at the Terminal, or over the operations of the Carrier of which its operations at the Terminal are a part, which may be necessary for the conduct of such operations.

(b) The Carrier shall promptly observe, comply with and execute the provisions of any and all present and future governmental laws ordinances, rules, regulations, requirements, orders and directions which may pertain or apply to its operations in the Space or at the Terminal, or to its operations of which its operations at the Terminal are a part, and shall promptly notify the Port Authority of any and all improvements thereon or alterations thereto or repairs thereof, of which it may have knowledge that may be required at any time hereafter by any such present or future law, ordinance, rule, regulation, requirement, order or directio The Carrier shall have no obligation to make any such alterations, repairs or improvements.

(c) The obligation of the Carrier to comply with governmental requirements is provided herein in order to assure responsible operation and to establish proper safeguards for the protection of persons and property in the Space and at the Terminal, and such provision is not to be construed as a submission by the Port Authority to the application to itself of such requirements, or any of them.

Section 11. Entry for Inspection and Maintenance

(a) The Port Authority, by its officers, employees, agents, representatives and contractors, shall have the right at all reasonable times to enter upon the Space for the purpose of inspecting the same, for observing the performance by the Carrier of its obligations under this Agreement, and for the doing of any act or thing which the Port Authority may be obligated or have the right to do under this Agreement.

(b) Without limiting the generality of the foregoing, the Port Authority, by its officers, employees, representatives, and contractor shall have the right, for the benefit of the Carrier or for the benefit of others at the Terminal, to maintain existing and future utilities and conveyor systems or portions thereof on the Space, including therein without limitation thereto systems for the supply of heat, water hot and cold, gas, electricity, compressed air and fuel, and for the furnishing of fire-protection, sprinkler, sewerage, drainage, ventilation, air-conditioning, telephone and intercommunication services, including lines, pipes, mains, wires, conduits, tubes, ducts, fixtures and equipment connected with or appurtenant to such systems, and to enter upon the Space at all reasonable times to make such repairs, alterations and replacements as may, in the opinion of the Port Authority, be deemed necessary or advisable and from time to time, to construct or install over, in, under or through the Space or any portion thereof new lines, pipes, mains, wires, conduits, tubes, ducts, fixtures and equipment; provided, however, that such repair, alteration, replacement or construction shall not unreasonably interfere with the use of the Space by the Carrier.

(c) Nothing in this Section 11 contained shall or shall be construed to impose upon the Port Authority any obligation so to maintain or so to make repairs, replacements, alterations or additions, or shall create any liability for failure so to do.

(d) No abatement of payments to be made under this Agreement by the Carrier shall be claimed by or allowed to the Carrier by reason of the exercise of the foregoing rights by the Port Authority or others.

Section 12. Maintenance of the Space

(a) The Carrier shall be responsible for the repair, replacement, rebuilding and repainting of all portions of the Space and of the Terminal which may be damaged or destroyed (not including deterioration because of reasonable wear) by the acts or omissions of the Carrier or by those of its employees, agents, (not including the Port Authority), or representatives. The Port Authority shall do the work required and charge the cost thereof to the Carrier, which shall pay such charge on demand. In the event of such damage to or destruction of the Space, caused by a casualty actually insured against by the Port Authority, the obligation of the Carrier under this paragraph (a) is hereby released to the extent that the loss is recouped by actual payment to the Port Authority of the proceeds of such insurance. Such release shall be effected by crediting to the Carrier the amount of such proceeds against the claim of the Port Authority for the costs incurred in repair, replacement or rebuilding; provided, however, that if this release shall invalidate any policy of insurance or shall increase the premium therefor, or shall void, limit or diminish the rights of the Port Authority thereunder, then the release shall be void and of no effect.

(b) In the event that the Space is damaged at any time subsequent to the execution of this Agreement, without fault on the part of the Carrier or of any other for whose acts or omissions the Carrier is responsible under the provisions of paragraph (a) of this Section 12, so as to render the Space unusable, in whole or in part, then the Port Authority shall repair or rebuild the Space with due diligence; but if any portion of the Terminal other than the Space is so damaged, together with any part of the Space, then the Port Authority shall have an option either to proceed with due diligence to make the necessary repairs and to do the necessary rebuilding, or to terminate this Agreement; its election under this option shall be communicated to the Carrier within sixty (60) days after the date of such damage; if more than one-half the usable area of the Space has been rendered unusable, and if the Port Authority elects to repair or rebuild and states that the repair or rebuilding will take more than nine (9) months, the Carrier shall have an option to terminate this Agreement by notice given within fifteen (15) days after notice of the Port Authority's election.

Section 13. Labor Provisions

(a) The Carrier shall immediately give oral notice to the Port Authority (to be followed by written notices and reports) of any and all impending or existing labor complaints, troubles, disputes or controversies involving the Carrier's employees which are likely to affect the operation of the Terminal, or the operations of others thereat, and shall continually report to the Port Authority the progress of such and the progress of the resolution thereof.

(b) The Port Authority shall have the right upon notice to the Carrier, to suspend the provisions of this Agreement under which the Carrier is licensed to use the Space and under which sums payable to the Port Authority accrue, in either of the following events:

(1) If the Carrier, 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 any labor trouble at the Terminal involving employees of the Port Authority or those of any other person operating at the Terminal other than the Carrier's own employees, and which interferes with the operation of the Terminal, other than the Carrier's own operations, or with the operations of others at the Terminal, and if the Carrier, upon notice from the Port Authority, shall not, within twelve (12) hours withdraw from the Terminal any such person or persons and any such equipment or materials specified in the notice, or rectify any such condition; or

(2) If any labor trouble of or directed against the Carrier adversely affects the operation of the Terminal by the Port Authority or the operations of others thereat, whether or not the same is due to the fault of the Carrier, and notwithstanding that the Port Authority may or may not have issued directions in connection with the same.

During the period of suspension, the Carrier shall not operate at the Terminal, and if any vehicle or vehicles or other property of the Carrier remains in the berth space, or any property in the dispatcher's booth space, the Port Authority may remove the same for storage at another location in the Terminal or elsewhere, such removal and storage to be at the risk and expense of the Carrier; provided, however, that the Carrier's communications equipment installed in the dispatcher's booth space may remain, at the risk of the Carrier, and not to be used by the Carrier during the period of suspension. The period of suspension shall end not more than twenty-four (24) hours after the labor trouble has ceased or been cured and the Carrier has so notified the Port Authority. If the period of suspension does not end on or before a date one hundred eighty (180) days after the effective date of suspension, the Port Authority shall have the right to terminate this Agreement by five (5) days' notice, provided, however, that if on or before the ninetieth (90th) day after the effective date of suspension the Carrier notifies the Port Authority and then agrees to pay to the Port Authority fees as hereinafter set forth, then and in such event, if the period of suspension does not end on or before a date one hundred eighty (180) days after the effective date of suspension, and if the Carrier shall pay to the Port Authority for the period beginning the ninetieth (90th) day after the effective date of suspension and continuing throughout the remainder of the period of suspension the same fees that were payable for the same calendar days in the year next preceding, the Port Authority shall not have a right of termination. In the event this Section comes into operation during the first year of the effective period of the license hereunder, then the Carrier shall pay fees based on the total ticket sales of the Carrier in Manhattan and departures operated by it therefrom on the same calendar days in the preceding year, as if the said sales had been made under this Agreement and the said departures operated from the Terminal. During the period of suspension, the Port Authority shall have the right to use or permit the use of the Space, or any part thereof, by others, on such terms as the Port Authority may determine.

Section 14. <u>Payments to the Port Authority and Reports</u>

(a) For the right to use the Space and to utilize the services provided under this Agreement, the Carrier shall pay to the Port Authority the following:

(1) One Thousand Dollars and No Cents ($1,000.00) per year, payable annually in advance on January 1 in each year of the effective period of the license under this Agreement, and on the date of commencement of the effective period and on January 1, 1983, in an amount for the year involved prorated on a daily basis.

(2) The sum of Ninety Cents ($0.90) for each departure from the Terminal of a bus operated by the Carrier or on its behalf, carrying passengers or offering to carry passengers, but not under charter.

(3) The sum of Five Dollars and No Cents ($5.00) for each departure from the Terminal of a bus operated by the Carrier or on its behalf, carrying passengers or offering to carry passengers, under charter; provided, however, that the charge shall be Ten Dollars and No Cents ($10.00) for each departure of a charter coach which, in the opinion of the Port Authority, requires for safe or efficient handling of its passengers, the assignment of a place of assemblage at the Terminal.

(4) A sum for each month equal to ten per cent (10%) of all monies paid or payable to the Carrier on account of all tickets (including round-trip tickets) sold or issued in the Borough of Manhattan during the month, for transportation of passengers whose passage on buses operated by the Carrier commences or ends in Central Manhattan, as hereinafter defined, (including the total purchase price of tickets for transportation partly on lines of the Carrier and partly on lines of others), except (aa) tickets sold or issued for transportation wholly on lines operated by others or for transportation under charters of the Carrier or others and (bb) commutation tickets, by which is meant tickets usable by the purchaser only, for ten (10) or more one-way trips, good over a period of time, the number of days in which shall not be greater than the number of trips multiplied by two (2).

All tickets sold or issued in the Borough of Manhattan shall be validated by a dating stamp bearing a legend approved by the Port Authority (which stamp shall be used only in the Borough of Manhattan); only such tickets and tickets sold and issued outside the Borough of Manhattan shall be honored for any transportation commencing at the Terminal. In addition to the sums paid or payable for tickets in the Borough of Manhattan, "monies paid or payable" shall include: (i) the cash fares (including round-trip fares) received by the Carrier's drivers from passengers boarding buses of the Carrier within Central Manhattan; (ii) the cash value of all tickets issued in the Borough of Manhattan in exchange for ticket orders or exchange orders of all types including telegraphic and federal, state and other governmental travel orders and requests; and (iii) all other fees and payments received or receivable by the Carrier for providing passage by bus to or from Central Manhattan, in the form of tours originating by bus in Central Manhattan, or in the form of tours originating by other than bus anywhere in the Port District and terminating by bus in Central Manhattan, payment for which is received by the Carrier from or through a broker of transportation. "Monies paid or payable" shall not include amounts paid for telegraphic ticket orders requiring the issuance of tickets outside the Borough of Manhattan, nor taxes collected by the Carrier from the purchaser of transportation and paid or payable by the Carrier directly to a taxing or tax-collecting authority, nor the cash value of tickets issued in the Borough of Manhattan

in exchange for other tickets, except to the extent that the price of the substitute tickets exceeds the cash value of such redeemed tickets. Amounts (exclusive of taxes) actually credited by the Carrier for tickets issued in the Borough of Manhattan upon which a percentage fee has been paid, (without deduction then or later for foreign commissions), which are redeemed within one (1) year from the date of sale, may be deducted in the month of redemption from monies paid or payable. [In the event of a foreign sale of a ticket order or exchange order, on which a commission is paid to others, for which a ticket is issued in the Borough of Manhattan, the value of which ticket has been included in monies paid or payable as reported by the Carrier and the percentage fee paid, then the amount of commission actually paid to others on the foreign sale, to a maximum for each ticket order or exchange order of ten percent (10%) of the value of the ticket, may be deducted from the fee payable by the Carrier hereunder, upon certification by a responsible official of the Carrier that such payment of commission to others has been made, and of the amount thereof.]

(5) The sum of Four Dollars and Ten Cents ($4.10) for each departure in special operations in lieu of the portion of the fee representing the percentage to be applied to the monies paid or payable for such departure, when the said portion of such fee does not exceed Four Dollars and Ten Cents ($4.10).

(6) A sum equivalent to ten percent (10%) of charges payable to the Carrier under its and its connecting carriers' tariffs for excess weight and for excess value of outbound manifest baggage, not including in such charge taxes collected from the passenger and paid or payable directly to a taxing or tax-collecting authority.

(7) A sum equivalent to twenty-five percent (25%) of charges payable to the Carrier on outbound mail, newspaper and express shipments, and a sum equivalent to fifty percent (50%) of the C.O.D. service charges payable to the Carrier on inbound C.O.D. express shipments, not including in such charges taxes collected from the customer and paid or payable to a taxing or tax-collecting authority.

(8) A sum equivalent to the charges made for storage of baggage and express claimed at the Terminal within the periods set forth in subparagraphs (1) and (2) of paragraph (c) of Section 6 hereof.

(b) Payment of the sums required under subparagraphs (2), (3), (4) and (5) of paragraph (a) of this Section 14 shall be made for departures and for sales and issuances in each calendar month on the twentieth day of the next following month. Payment of the sums

required under subparagraphs (6) and (7) of paragraph (a) of this Section 14 shall be made as follows: The Carrier shall forward to the Port Authority payments based on charges for mail and newspapers handled in each calendar month on the twentieth day of the next following month, and the sums collected by the Port Authority during each calendar month for express charges and for manifest baggage excess charges shall be transmitted by the Port Authority to the Carrier on the twentieth day of the next calendar month, deducting therefrom in each case the sums due to the Port Authority. Payment of the sums required under subparagraph (8) of the said paragraph (a) shall be made by collection from the passenger, consignee or other person interested in the baggage or express involved, except where provided in paragraph (c) of Section 6 to be upon demand made of the Carrier.

(c) The Carrier shall maintain, in accordance with accepted accounting practice, throughout the effective period of the license, records and books of account (including Manhattan ticket agents' reports) recording all its transactions at, through, or in any wise connected with the Terminal, including, without limitation thereto, sales of transportation in the form of ticket orders or exchange orders, made for account of the Carrier by agents within the Borough of Manhattan, and unless copies thereof are delivered to the Port Authority, shall keep the same for a period of two (2) years after the making of such records, either within the Port of New York District, or at the office of the Carrier's representative stated on the first page hereof, or at such other place or for such lesser period as the Port Authority may permit in writing in this Agreement or otherwise. As a part of such records, the Carrier shall cause to be prepared the following

(1) On or before each date of payment of the sums required under subparagraphs (2) and (3) of paragraph (a) of this Section 14, the Carrier shall report to the Port Authority all bus departures during the previous month, listing and classifying the same as follows: (i) departures of buses carrying passengers or offering to carry passengers but not under charter; and (ii) departures of charter coaches carrying passengers or offering to carry passengers. For this report the Carrier will use the form hereto attached, hereby made a part hereof, marked "Exhibit E" and entitled "Monthly Summary of Daily Departures";

(2) On or before each date of payment of the sums required under subparagraph (4) of the said paragraph (a), the Carrier shall report to the Port Authority all sales and issuances during the previous calendar month of tickets and of ticket orders and exchange orders as set forth in the said subparagraph (4), including sales of ticket orders and exchange orders made in the Borough of Manhattan elsewhere than at the Terminal. For this report the Carrier

The Carrier shall permit, at any time during the period of time above limited and during ordinary business hours, the examination and audit of all such records and books of account by the agents and employees of the Port Authority.

(d) All fees and charges under this Agreement shall be adjusted as set forth in a schedule hereto attached, hereby made a part hereof and marked "Exhibit J"; provided, however, that no fees or charges computed through application of the said schedule shall become effective if they would be lower than the same fees and charges as set forth in this Agreement, and that the said schedule shall have no application to the storage charges for baggage and express set forth in Section 6.

Section 15. Discontinuance of Other Terminals

Except when required or requested by governmental authorities to meet emergency conditions or national defense requirements, the Carrier shall not pick up or discharge passengers or baggage at any point, terminal or station in Central Manhattan, other than the Terminal; provided, however, that the Carrier may pick up and discharge passengers and their hand-baggage on Manhattan streets at points at or in the vicinity of which no passenger facilities are provided by or on behalf of the Carrier or its connecting carriers, and which are designated for such use by appropriate governmental authority, and provided, further, that the Carrier may conduct contract carrier and charter coach operations from any point in Central Manhattan, including other terminals and stations.

Section 16. Termination by the Port Authority

(a) If one or more of the following events shall occur, that is to say:

(1) the Carrier shall be adjudged insolvent, or shall take the benefit of any present or future insolvency statute, or shall make a general assignment for the benefit of creditors, or file a voluntary petition in bankruptcy, or a petition or answer seeking an arrangement or its reorganization or the readjustment of its indebtedness under the federal bankruptcy laws or any other law or statute of the United States or of any State thereof, or consent to the appointment of a receiver, trustee, or liquidator of all or substantially all of its property; or

(2) by order or decree of a court the Carrier shall be adjudged bankrupt, or an order shall be made approving a petition filed by any of the creditors or, if the Carrier is a corporation, by any of the stockholders of the Carrier, seeking its reorganization or the readjustment of its indebtedness under the federal bankruptcy laws or any law or statute of the United States or of any State thereof; or

(3) a petition under any part of the federal bankruptcy laws or an action under any present or future insolvency law or statute shall be filed against the Carrier and shall not be dismissed within sixty (60) days after the filing thereof; or

(4) the Carrier shall voluntarily abandon or discontinue all of its regular route operations to or from the Terminal; or

(5) after exhausting or abandoning any right of further appeal, the Carrier shall be prevented for a period of thirty (30) days, by action of any governmental agency, from conducting its operations at the Terminal, regardless of the fault of the Carrier;

then upon the occurrence of any such event and at any time thereafter during the continuance thereof, the Port Authority may by thirty (30) days' notice terminate the rights of the Carrier under this Agreement, effective upon the date specified in such notice.

(b) If the Carrier shall fail to keep, perform and observe each and every promise, covenant and agreement set forth in this Agreement on its part to be kept, performed or observed, and such failure shall continue after twenty (20) days' notice thereof, then, at any time during the continuance thereof the Port Authority may by sixty (60) days' notice terminate the rights of the Carrier under this Agreement, effective upon the date specified in such notice.

(c) If the Carrier shall fail duly and punctually to make any payment required hereunder, then the Port Authority may by ten (10) days' notice terminate the rights of the Carrier under this Agreement, effective on the date specified in such notice; provided, however, that if the Carrier shall have made payment in full on or before the day preceding the effective date of the notice, then the notice shall be deemed to have been withdrawn and to be of no effect.

(d) The acceptance by the Port Authority of sums, charges or other payments for any period or periods after a default on the part of the Carrier in its performance of any of the terms, covenants and conditions hereof to be performed, kept or observed by the Carrier shall not be deemed a waiver of any right on the part of the Port Authority to terminate the rights of the Carrier under this Agreement. No waiver of default by the Port Authority of any of the terms, covenants or conditions hereof to be performed, kept or observed by the Carrier shall be or be construed to be a waiver by the Port Authority of any other or subsequent default of any of the said terms, covenants and conditions.

Section 17. Remedies and Damages

(a) The rights of termination described in Section 16 of this Agreement shall be in addition to all other rights and remedies that the Port Authority would have at law or in equity (including, without limitation thereto, an action for specific performance), consequent upon a breach of this Agreement by the Carrier, and all of such rights and remedies shall be cumulative and not alternative; the exercise by the Port Authority of any such right of termination shall be without prejudice to any other such rights and remedies.

(b) In case of breach of this Agreement by the Carrier (whether or not followed by termination) entitling the Port Authority to damages, the parties contemplate and agree that non-user of the Terminal in whole or in part by the Carrier at any time during the effective period of the license under this Agreement as originally fixed will damage the Port Authority by reason of its inability to utilize the full capacity of the Terminal, the unique character of the Terminal and the consequent inability of the Port Authority to convert it to other uses, all in addition to damages by reason of the loss of sums otherwise payable hereunder by the Carrier and by reason of the loss of revenues from other occupants of the Terminal, the amounts of whose rentals and fees depend upon use of the Terminal by the Carrier and its passengers.

Section 18. Termination by the Carrier

(a) Except as otherwise expressly provided herein, if the Port Authority shall not perform or commence the performance of any obligation on its part to be performed under this Agreement within thirty (30) days after the receipt of notice from the Carrier of a breach of such obligation, then in such event and during the continuance of the default, the Carrier shall have the right to terminate this Agreement by fifty (50) days' notice.

(b) The right of the Carrier to terminate under this Section 18 shall be in addition to all other rights and remedies that the Carrier would have at law or in equity (including, without limitation thereto, an action for specific performance), consequent upon a breach of this Agreement by the Port Authority, and all of such rights and remedies shall be cumulative and not alternative; the exercise by the Carrier of any such right of termination shall be without prejudice to any other such rights and remedies.

Section 19. Transfer or Partial Discontinuance

If, by order or decree of any administrative or judicial board, officer, court or other governmental agency having jurisdiction, any of the provisions of this Agreement, or any operation hereunder, or any operation conducted at the Terminal by the Port Authority without obligation so to do which affects the Carrier or its passengers, is declared to be unlawful, or is determined to have

the effect of permitting federal regulation of the operations or financing of the Port Authority, whether in connection with the Terminal or otherwise, the Port Authority shall have elections as follows, in each case to take effect not sooner than the effective date of such order or decree: (1) to transfer the operation of the Terminal and the Port Authority's interest in and obligation under this Agreement to a subsidiary agency or corporation or to a responsible independent organization as contractor, which will undertake to fulfill the obligations of the Port Authority; (2) to eliminate from this Agreement the said provision or provisions and to discontinue the operations thereby provided for, making an equitable adjustment of the charges hereunder, and to continue this Agreement and operations hereunder as to all other parts thereof; or (3) to continue any operation theretofore conducted without obligation, but only as the agent and at the expense of the Carrier (or to discontinue the same). The Port Authority shall give notice of such election which shall be sixty (60) days or if less than sixty (60) days at least the number of days between promulgation of the order and the effective date, less fifteen (15) days. In any of the foregoing events, then the Carrier shall have the right, exercisable by notice given within sixty (60) days of its receipt of the notice of election by the Port Authority to terminate this Agreement in its entirety, by sixty (60) days' notice to the Port Authority.

Section 20. Loss or Destruction of the Terminal

(a) Notwithstanding any other provisions of this Agreement, in any of the following events occurring at any time after the execution hereof, that is to say, if fire or casualty or other cause beyond the control of the parties shall destroy or seriously damage all of the Space; or if any governmental agency or agencies shall take by exercise of the power of eminent domain, all of the Space, then, if the Port Authority shall not make a suitable substitution of Space, or shall be unable so to do, or if in the opinion of the Port Authority the continued operation of the Terminal for motor-bus carriers would be impossible, impractical or uneconomical, the Port Authority may, at its option, terminate this Agreement, by giving notice to the Carrier of its intention so to do, specifying therein the effective date of termination, which date may be retroactive to the date of destruction, damage or taking. Such termination shall have the same effect as if it were the expiration of this Agreement.

(b) In any action or proceeding instituted by any governmental agency or agencies for the taking for a public use of any interest in all or any part of the Terminal, the Carrier shall not be entitled to assert any claim to any award or part thereof made or to be made therein, or to institute any action or proceeding, or to assert any claim against such agency or agencies or against the Port Authority, for or on account of any such taking, it being understood and agreed between the Port Authority and the Carrier that the Port Authority shall be entitled to all the compensation or awards made or to be made or paid for any such taking, free of any claim or right of the Carrier.

Section 21. Force Majeure

(a) The Port Authority shall not be liable for any failure, delay or interruption in supplying or performing any services hereunder due to causes or conditions beyond its control, including without limitation thereto, labor troubles, or unless such failure, delay or interruption shall result from failure on the part of the Port Authority to use reasonable care to prevent or reasonable efforts to cure the same.

(b) The Port Authority shall be under no obligation to supply services if and to the extent and during any period that the supplying of any such service or the use of any component necessary therefor shall be prohibited or rationed by any federal, state or municipal law, rule, regulation, requirement, order or direction and if the Port Authority deems it in the public interest to conform therewith, even though such law, rule, regulation, requirement, order or direction may not be mandatory on the Port Authority as a public agency.

Section 22. Postponement

(a) The Port Authority shall use due diligence in preparing the Space for use by the Carrier, and in making it vacant and available on the effective date of the license stated in Section 4 of this Agreement. However, if the Terminal or the Space shall not be ready for use by the Carrier on such date, by reason of the fact that the user thereof has not removed therefrom, or that it has not been feasible for the Port Authority to relocate such user, or by reason of any cause or condition beyond the control of the Port Authority, the Port Authority shall not be subject to any liability for the failure to make the Space available on the said date.

(b) If prior to the effective date of the license, the Port Authority believes that the Space will not be available on the said effective date, the Port Authority will so notify the Carrier, such notification to be a notice of six (6) months, if feasible, or a notice of lesser duration dependent on facts then known to the Port Authority. If the factual situation on which the Port Authority has premised a notice changes, subsequent notice or notices may be given subject to the requirements of this Section. However, if the Space is not made available for use by the Carrier on or before a date six (6) months after the effective date of the license as set forth in Section 4(b) hereof, this Agreement shall be deemed cancelled, except that each party shall and does hereby release the other party of and from any and all claims or demands based on this Agreement, or on a breach or alleged breach thereof. Unless sooner terminated, the effective period of the license shall expire on a date which shall be postponed from the expiration date stated in Section 4(b) for the same period that the effective date of the license shall be postponed hereunder, if at all.

Section 23. Signs and Advertising

(a) The Port Authority shall furnish directional signs for the convenience of the travelling public and directional signs for vehicular traffic, maintained at such points in the Terminal as the Port Authority may determine.

(b) The Port Authority shall furnish signs showing the number of each gate on the lower bus level, as such gates are indicated on Exhibit A, visible from the long distance concourse and from the berths. The Port Authority shall furnish signs beside each such gate showing the name of the carrier then using the berth for such gate, the insignia of the carrier, the departure time of the next bus to leave, and the destination of such bus together with selected intermediate points on its route; removable panels or inserts showing that information shall be furnished by the Port Authority at cost, payable by the Carrier on demand, and shall be changed by employees of the Carrier as necessary.

(c) Except as required by law or governmental regulation and except as above provided or otherwise with the consent of the Port Authority, the Carrier shall not maintain or display any advertising, signs, posters or similar devices at the Terminal except such as may be affixed to the interior or exterior of buses operated by the Carrier.

Section 24. Assignment and Subcontracting

Except with the prior written approval of the Port Authority, the Carrier shall not sell, transfer, mortgage, pledge or assign this Agreement or any part thereof, and shall not subcontract the performance of any of its obligations hereunder or the exercise, in whole or in part, of its rights, licenses and privileges hereunder.

Section 25. Brokerage

The Carrier represents and warrants that no broker has been concerned in the negotiation of this Agreement and that there is no broker who is or may be entitled to be paid a commission in connection therewith. The Carrier shall indemnify and save harmless the Port Authority of and from any such claim, except such claims, if any, as may arise solely from the acts of the Port Authority and of its employees.

Section 26. Notices

(a) Except where herein expressly required or permitted to be oral, and to be otherwise delivered, all notices, requests, consents and approvals required to be given to or by either party shall be in writing (which shall include a telegram when delivered to the telegraph company), and all such notices and requests shall be personally delivered to the duly designated officer or representative of such party or delivered to the office of such officer or representative during regular business hours or sent to him at such address by registered mail or by telegraph. The Carrier shall designate an office within any one of the fifty States or the District of Columbia and an officer or representative whose regular place of business is at such office. Until further notice, the Port Authority hereby designates its Executive Director, and the Carrier designates the individual holding the title named as the title for its representative on the first page hereof, as their respective officers and representatives upon whom notices and requests may be served, and the Port Authority designates its office at 111 Eighth Avenue, New York 11, New York, and the Carrier designates the office of such title-holder, now at the address stated on the first page hereof, as the respective offices where notices and requests may be served.

"Bus" shall mean a self-propelled highway vehicle designed and constructed for the carriage of passengers for hire, employing as a source of motive power (either directly or by electrical transmission) a reciprocating internal-combustion or a turbine engine (not including a jet-propulsion engine) utilizing as fuel, gasoline, diesel oil, or any other substance utilized by highway vehicles as fuel and permitted by the laws of New York and by those of New Jersey then in effect and also under the then existing rules and regulations governing the use of the Lincoln Tunnel (and then only in strict compliance with the requirements of such laws, rules and regulations), and having overall dimensions not in excess of the following: length, forty (40) feet; width, one hundred two (102) inches; height, twelve (12) feet eight (8) inches (for buses operating at the Terminal only on the lower bus level); twelve (12) feet two (2) inches (for buses operating at the Terminal only on the lower and intermediate bus levels); eleven (11) feet six (6) inches (for buses operating at the Terminal on the lower, the intermediate, or the upper bus levels); and having a maximum gross loaded weight not in excess of thirty-five thousand (35,000) pounds avoirdupois, distributed to provide not more than twenty thousand (20,000) pounds per axle; provided, however, that larger or heavier passenger-carrying vehicles may be operated by mutual consent of the Port Authority and the Carrier, and each such shall be deemed, for the period of such consent, a "bus".

"Bus level" shall mean and include any floor or story at the Terminal designed for use by buses.

"Central Manhattan" shall mean that portion of the Borough of Manhattan, City, County and State of New York, which lies (1) north of: (i) the center-line of East Houston Street as the said street exists and as the said line runs and is extended easterly from the center-line of Broadway to the easterly shore of Manhattan Island, (ii) the center-line of West Houston Street as the said street exists and as the said line runs from the center-line of Broadway westerly to the center-line of the Avenue of the Americas, and (iii) the center-line of West Houston Street as the said street exists and as the said line runs and is extended westerly from the center-line of the Avenue of the Americas to the westerly shore of Manhattan Island; and (2) south of the center-line of West 160th Street as the said street exists and as the said line runs and is extended easterly to the easterly shore of Manhattan Island and westerly to the westerly shore thereof.

(b) If any notice is mailed, the giving of such notice shall be complete upon receipt thereof or, in the event of a refusal by the addressee, upon the first tender of the notice by the postal service to the addressee or at the address thereof. If any notice is sent by telegraph, the giving of such notice shall be complete upon receipt thereof or, in the event of a refusal by the addressee, upon the first tender of the notice by the telegraph company to the addressee or at the office thereof.

Section 27. Place of Payments

(a) All payments required of the Carrier by this Agreement shall be made at the office of the Treasurer of the Port Authority, 111 Eighth Avenue, New York 11, New York, or to such other officer or address as may be substituted therefor by notice to the Carrier.

(b) All payments to be made hereunder by the Port Authority to the Carrier shall be made to the Carrier at the address specified on the first page hereof or to such other address as may be substituted therefor by notice to the Port Authority.

Section 28. Non-liability of Individuals

No Commissioner, director, officer, agent or employee of either the Port Authority or the Carrier shall be charged personally or held contractually liable by or to the other party under any term or provision of this Agreement or of any supplement, modification or amendment to this Agreement or because of any breach or attempted or alleged breach thereof, or because of its or their execution or attempted execution.

Section 29. Definitions

Unless the context requires another meaning, the following terms when used in this Agreement shall have the respective meanings given below:

"Charter" shall mean an arrangement made by a carrier with an individual, firm, corporation or other legal entity (other than a group formed solely for the purpose of the movement involved), for the transportation of more than one person in one or more buses as a single movement, occasional and non-repetitive, without contractual relation between the carrier and the individuals so transported. A "charter coach" shall be a bus operated under the provisions of a charter, as herein defined, and "charter operations" shall mean and include the operation of a charter coach or charter coaches as herein defined.

"Cleaning" as used in Section 3(a) hereof shall mean and include only the use of a vacuum-cleaner on the interior of a bus, the removal of newspapers, magazines and other discarded items, the emptying of ash-trays and the cleaning of windows and windshields without use of a hose.

"Cost" shall mean and include: (1) payroll costs of the Port Authority, including contributions to the Retirement System, or the cost of participation in other pension plans or systems, insurance costs, including sums reserved for or allocated to self-insurance funds, and sick-leave, holiday, vacation and authorized-absence pay; (2) cost of materials and supplies used; (3) payments to contractors; (4) any other direct costs; and (5) thirty per cent (30%) of the sum of the foregoing.

"Day" shall mean, and "daily" shall refer to, a calendar day.

"Eastern Greyhound Lines" shall mean the division or other organizational unit of The Greyhound Corporation, as the said Corporation may be from time to time organized, which shall be charged with the conduct of scheduled operations to and from the City of New York; if more than one such unit shall be conducting such operations, "Eastern Greyhound Lines" shall mean the unit which conducts the largest number of scheduled departures from the City of New York operated by the Carrier.

"Executive Director" shall mean the person or persons from time to time designated by the Port Authority to exercise the powers and functions vested in the Executive Director by this Agreement; but until further notice from the Port Authority to the Carrier it shall mean the Executive Director of the Port Authority for the time being or his duly designated representative or representatives.

"Express" shall mean and include property other than baggage, mail, manifest baggage, and newspapers, transported or to be transported by the Carrier in accordance with its published tariffs, and shall be defined as defined in the published tariffs of the Carrier, except that it shall not include acids, animals, articles packed in wet ice or water, dangerous articles, fissionable materials, radioactive materials, explosives, gases, inflammable materials, intoxicating beverages, materials having or capable of producing strong offensive odors, money, securities, or wet batteries; provided, however, that by notice given within sixty (60) days after the effective date of any reissue, revision or supplement of a tariff of any carrier, the Port Authority may exclude therefrom any article, material or thing listed therein for the first time; and provided, further, that "express" shall not include any parcel or piece the overall dimensions of which are greater than twenty-four (24) inches by twenty-four (24) inches by seventy-two (72) inches, or which weighs more than one hundred (100) pounds avoirdupois, (except it shall include trunks handled in accordance with the Carrier's special tariff provisions).

"Foreign sale" shall mean the sale of a ticket order or exchange order at any point outside the fifty (50) States of the United States of America, the District of Columbia, Puerto Rico, the Virgin Islands, the Dominion of Canada and the Republic of Mexico.

"Holiday" or "legal holiday" shall mean and include the following days in each year: the first day of January, known as New Year's Day; the twelfth day of February, known as Lincoln's birthday; the twenty-second day of February, known as Washington's birthday; the thirtieth day of May, known as Memorial day; the fourth day of July, known as Independence day; the first Monday of September, known as Labor day; the twelfth day of October, known as Columbus day; the eleventh day of November, known as Veterans day; the fourth Thursday in November, known as Thanksgiving day; and the twenty-fifth day of December, known as Christmas day; and if any of such days is Sunday, the next day thereafter; and each general election day in the State of New York; and such other days as may be declared "holidays" or "legal holidays" by the Legislature of the State of New York.

"Interstate Commerce Commission" shall mean and include not only such governmental board or agency as it now exists, but also any governmental board, official agency or authority hereafter exercising the same or similar powers or jurisdiction.

"Irregular route operations" shall mean and include all operation of motor vehicles for transportation to and from the City of New York as a common carrier of passengers and their baggage pursuant to a certificate of public convenience and necessity which specifies irregular route operation or to a portion of such a certificate so specifying.

"Labor trouble" shall mean and include any type of strike, boycott, picketing, work-stoppage, work slowdown or other disturbance, complaint, dispute or controversy involving labor, regardless of the employer or the employment status of the persons involved.

"Maintenance" as used in Section 3(a) hereof shall mean and include only the occasional performance of minor and non-hazardous necessary repair work on vehicles, limited to replacements of small parts in, and minor adjustments to, brakes, horns, windshield wipers, doors, mirrors and windows (without replacement of glass panes), electrical systems, air-conditioning and heating systems, and engine-components, and the changing of tires.

"Manager of the Terminal" or "Manager" shall mean the person or persons from time to time designated by the Port Authority to exercise the powers and functions vested in the said Manager by this Agreement, but until further notice from the Port Authority to the Carrier, it shall mean the Manager (or Acting Manager) of the Terminal for the time being, or his duly designated representative or representatives.

"Manifest baggage" shall mean and include baggage checked through on the line of the Carrier (or of a connecting carrier) on a ticket or tickets for passenger transportation, in accordance with and as defined by National Baggage Tariff No. A-500-B of the Interstate Commerce Commission, issued July 6, 1959, and effective August 15, 1959, as the same may have been heretofore or may be hereafter supplemented or amended, provided, however, that by notice given to the Carrier within sixty (60) days after the effective date of any reissue, supplement or revision of the said tariff, the Port Authority may exclude any thing, article, or material therein listed for the first time; and provided, further, that no piece of baggage larger than twenty-four (24) inches by twenty-four (24) inches by forty-five (45) inches (except skis and ski-poles which may be longer), or weighing more than one hundred fifty (150) pounds shall be included.

"Public Service Commission of the State of New York" shall mean and include not only such governmental board or agency as it now exists, but also any governmental board, official agency or authority hereafter exercising the same or similar powers or jurisdiction.

"Regular route operations" shall mean all operation of motor vehicles for transportation to and from the City of New York as a common carrier of passengers and their baggage pursuant to a certificate of public convenience and necessity, which is conducted under individual contracts with such passengers, over public highways specified in the said certificate, repetitively and with a fixed periodicity in accordance with previously established schedules, except that it shall not include any transportation operation where the entire service operated by the carrier involved to any terminus other than the Terminal, consists of express service without any intermediate stops to discharge passengers.

"Shipment" shall mean any article or group of articles of express shipped at one time from one shipper to one consignee on a single contract of carriage.

"Special operations" shall mean and include all operation of motor vehicles for transportation from, to or within the City of New York, as a common carrier of passengers and their baggage, not included in charter operations, irregular route operations or regular route operations as each of the said categories is defined in this Agreement, and shall include without limitation thereto, operations in the nature of tours or sightseeing trips which commence at the Terminal, or which both commence and terminate at the Terminal, and operations which consist of express service from the Terminal without intermediate stops to discharge passengers, to areas or places of public amusement or entertainment or to special gatherings, including without limitation thereto race-meetings, race-tracks, public parks and special events or particular locations therein, amusement parks, fairs, religious and patriotic shrines, historic sites, places of special assemblage, places where connection is available for specialized transportation (such as fishing-trips), and all other specialized operations in connection with which use of the Terminal is or may be permitted by the Port Authority.

"Tariff" or "published tariff" shall mean the schedule of rates, terms and conditions of transportation under which the Carrier conducts its operations and which has been approved by the Interstate Commerce Commission or by such other governmental regulatory body as may have jurisdiction over the Carrier's operations.

"Terminal" shall mean the building on the block bounded by West 41st Street, Eighth Avenue, West 40th Street and Ninth Avenue in the Borough of Manhattan, in the City, County and State of New York, together with the overhead viaducts from the said building to the west side of Ninth Avenue in the said Borough.

Section 30. Construction and Application of Terms

(a) Wherever in this Agreement the Carrier is placed under an obligation or covenants to do or to refrain from or is prohibited from doing, or is entitled or privileged to do, any act or thing, its obligation shall be performed and its rights and privileges shall be exercised only by its officers and employees. None of the provisions of this paragraph (a) shall be taken to alter, amend or diminish any obligation of the Carrier assumed in relation to its invitees, business visitors, agents, representatives, contractors, customers, passengers, guests or other persons, firms or corporations doing business with it.

(b) The section and other headings in this Agreement are inserted only as a matter of convenience and for reference and in no way define, limit or describe the scope or intent of any provision hereof.

Section 31. Right and Obligation to Use the Terminal

(a) The Carrier agrees to use the Terminal for all its operations from, to or within Central Manhattan, except charter coach operations and except when it is performing transportation services as a contract carrier or as a private carrier. The Carrier may use the Terminal for charter coach operations. The Carrier may upon special agreement with the Port Authority use the Terminal for contract carriage and private carriage operations. The Carrier's obligations to use the Terminal shall extend to and include routes or parts of routes, whether in regular-route operations, irregular-route operations, or special operations, which are first operated, or acquired, after the effective period of the license under this Agreement shall commence.

(b) The Carrier shall deliver to the Port Authority a copy of all applications, when made, which are submitted to any regulatory body, which materially affect the Carrier's service from or to the Terminal.

Section 32. Administrative Recourse

(a) The parties agree that their contractual relationship shall be governed and determined by all the terms, conditions and provisions of this Agreement. However, in view of the substantial duration and the comprehensiveness of the Agreement, it may be anticipated that from time to time the Carrier will deem some action or proposed action of the Port Authority thereunder to be unwarranted or improper. To the end that the Carrier may have an opportunity to present its views and arguments with reference to any such action, on all administrative levels of the Port Authority, the following procedure is formulated and agreed upon: as soon as any matter is brought to the attention of or known to any management personnel of the Carrier (including its terminal manager and its chief dispatcher), the Carrier's New York Regional Manager within ten days of knowledge to such personnel, may

request discussion of the matter with the Manager of the Bus Terminal, who shall then discuss the matter at a time fixed by mutual agreement, but not later than ten days after the request. If the Manager of the Bus Terminal does not agree with the position of the said New York Regional Manager, then within twenty days after such initial request, the President of Eastern Greyhound Lines may request such discussion with the Director of Terminals of the Port Authority, who shall then discuss the matter at a time fixed by mutual agreement, but not later than ten days after the request from the said President. If the Director of Terminals of the Port Authority does not agree with the position of the said President, the President of The Greyhound Corporation may request such discussion with the Executive Director of the Port Authority, at a time fixed by mutual agreement, but not later than ten days after the request. In the absence of other agreement, no such discussion by the President and Executive Director shall extend beyond two weeks.

(b) The Port Authority will not take action under paragraph (b) of Section 16 of this Agreement during the pendency of the above discussions.

(c) If any of the official positions referred to above shall be abolished or its duties substantially changed, the substitute position having substantially the same duties shall be deemed to have been referred to herein, or, if any of the said positions shall be vacant, the person performing substantially the same duties shall be deemed to be the incumbent of the said position, provided, however, that the discussions referred to shall be held by the incumbents of the positions named unless such incumbents are out of the United States.

Section 33. Alternate Handling of Manifest Baggage, Express, Mail and Newspapers

(a) The Port Authority may elect to have the services set forth in Section 6 and in Section 7(e) of this Agreement, relating to the handling of manifest baggage, express, mail and newspapers, performed either by the Carrier itself, or by an independent contractor (which may be a carrier licensed to use the Terminal) designated by the Port Authority as its contractor under the provisions of paragraph (e) of the said Section 6. From time to time the Port Authority may make designations of such contractors, but the Port Authority shall not be obligated to designate more than two contractors at any one time. In the event of such designation of two such contractors, the Carrier may elect either of the two, and may change such election at the end of each period of three (3) years. The Carrier may elect a designated contractor to handle its manifest baggage, or its express, or both, and may nevertheless continue to handle its own mail or newspapers or both.

(b) In the event the Port Authority notifies the Carrier that the Carrier is to handle its own manifest baggage, express, mail and newspapers, then, notwithstanding the provisions of Section 6 of this Agreement, the Port Authority shall have no obligation to receive, store, deliver or otherwise handle manifest baggage, express, mail or newspapers transported or to be transported by the Carrier to, from, or through the Terminal, and the Carrier shall itself perform all functions relating thereto which in the said Section 6 the Port Authority has undertaken to perform. All collections and receipts of monies from passengers, consignees, shippers and others interested in the transportation of manifest baggage, express, mail and newspapers, including without limitation thereto excess weight and excess value charges, transportation charges, storage charges, and C.O.D. service charges and collections, as set forth in this Agreement, (but not including any payments for transportation of passengers) shall then be made by or paid directly to the Carrier, and notwithstanding the provisions of Section 14 of this Agreement, the Carrier shall have no obligation to make any payments to the Port Authority based thereon. In addition, the fee payable under Section 14(a)(4) of this Agreement shall be reduced by a sum equivalent to one per cent (1%) of monies paid or payable (as defined in Section 14(a)(4) to the Carrier on account of tickets sold or issued in the Borough of Manhattan.

(c) In the event the Carrier is handling its own manifest baggage, express, mail and newspapers as hereinabove set forth, by election of the Port Authority, then at any time throughout the effective period of the license under this Agreement the Carrier shall, on the direction of the Port Authority given at any time and from time to time, perform for any carrier which is licensed to use space and services at the Terminal, and which requires manifest baggage, express, mail or newspaper service, (hereinafter called "the served carrier"), the same services with relation to manifest baggage, express, mail or newspapers, (as the Port Authority may then designate) as the Port Authority has undertaken to perform for the Carrier under the provisions of Section 6 of this Agreement. The Port Authority shall not give a direction in relation to any one of the four types of service, as to any individual served carrier, more often than once in each three (3) years, except when upon renewal of a served carrier's license agreement, and shall not give any direction unless the payments for the service as set forth in paragraph (d) below are arranged or provided for. By agreement between the Carrier and the served carrier the methods of handling manifest baggage or express or both set forth in Section 6 and Section 7(e) of this Agreement may be varied from time to time. Every such agreement shall expressly release the Port Authority from all liability for claims and demands based on or arising out of any change in the said handling methods.

(d) (1) In the event the Port Authority directs the Carrier to perform the said services in connection with manifest baggage, then the fees and charges set forth in the served carrier's license agreement as payable to the Port Authority on account of manifest baggage, including without limitation thereto excess weight and excess value charges, transportation charges and storage charges, shall be payable directly to the Carrier; and in addition the served carrier shall pay directly to the Carrier a sum equivalent to one per cent (1%) of the monies paid or payable to the served carrier on account of tickets sold or issued in the Borough of Manhattan, as monies paid or payable are defined in the served carrier's license agreement; provided, however, that if the percentage which under the served carrier's license agreement is to be applied to monies paid or payable is changed, by agreement between the Port Authority and the served carrier, from that in effect at the time of the commencement of the effective period of the license under this Agreement, then in lieu of one per cent (1%) of the monies paid or payable, the served carrier shall pay directly to the Carrier ten per cent (10%) of the fee payable to the Port Authority under the provision of the served carrier's license agreement which provides for payment of a percentage of monies paid or payable.

(2) In the event the Port Authority directs the Carrier to handle express for the served carrier, then the fees and charges set forth in the served carrier's license agreement as payable to the Port Authority on account of express shall be payable directly to the Carrier.

(3) In the event the Port Authority directs the Carrier to handle mail for the served carrier, then the fees and charges set forth in this Agreement as payable to the Port Authority on account of mail shall be payable directly to the Carrier.

(4) In the event the Port Authority directs the Carrier to handle newspapers for the served carrier, then the fees and charges set forth in this Agreement as payable to the Port Authority on account of newspapers shall be payable directly to the Carrier.

(5) The fees and charges to be paid hereunder by the served carrier directly to the Carrier shall in no event be subject to the application of the provisions of paragraph (d) of Section 14 of this Agreement.

(6) In the event the Carrier is a served carrier it agrees to pay the fees and charges in this Section provided for directly to the designated contractor performing the services.

(e) The designated contractor shall make to the served carrier the same remittances and reports with relation to manifest baggage, express, mail and newspapers handled, as the Port Authority would have made to the Carrier under Section 14 of this Agreement were the Port Authority handling the Carrier's manifest baggage, express, mail and newspapers, as set forth in Section 6 hereof. The Carrier shall have no right to examine or audit the books of the served carrier, but the Port Authority will certify to the Carrier that according to the books of the served carrier the sums payable by the served carrier to the Carrier are correctly stated.

(f) During the effective period of any such direction from the Port Authority to the Carrier, the Carrier shall have the same responsibility with respect to manifest baggage, express, mail or newspapers (or any or all of them, as the direction may indicate), for which the served carrier is responsible to third parties, as the Port Authority has to the served carrier under the served carrier's license agreement, and the Carrier shall indemnify the Port Authority against all claims and demands of the served carrier and of all such third persons, based on the liability set forth in such agreement.

(g) In the event the Port Authority notifies the Carrier that is is to handle its own baggage, express, mail and newspapers, the Port Authority will make available to the Carrier without additional charge a sufficient amount of space at the Terminal for its use in such handling, and will initially equip such space to the same extent and standards as the Port Authority has used in equipping the Terminal, providing initially in addition, one (1) tractor, and a reasonable number of baggage carts.

(h) In the event manifest baggage or express arriving at the Terminal on a bus operated by the Carrier or by any of the Carrier's served carriers is to leave the Terminal on a bus operated by a carrier which is not one of the said served carriers, then the Carrier shall deliver such manifest baggage and express to such carrier at the Terminal except that if such carrier shall have designated another carrier as its contractor for the handling of baggage and express, the Carrier shall deliver such baggage and express at the Terminal to such other designated carrier.

Section 34. Security

Upon the execution of this Agreement by the Carrier and delivery thereof to the Port Authority, the Carrier shall deposit with the Port Authority (and shall keep deposited throughout the effective period of the license under this Agreement) either the sum of

[None]

in cash, or negotiable bonds of the United States of America, or of The Port of New York Authority, having a market value of that amount, as security for the full, faithful and prompt performance of and compliance with, on the part of the Carrier, all of the provisions, terms and conditions of this Agreement on its part to be fulfilled, kept, performed or observed. In addition to any and all other remedies available to it, the Port Authority shall have the right, at its option, at any time and from time to time, with or without notice, to use the said deposit or any part thereof in whole or partial satisfaction of any of its claims or demands against the Carrier. There shall be no obligation on the Port Authority to exercise such right and neither the existence of such right nor the holding of the deposit itself shall cure any default or breach of this Agreement on the part of the Carrier. In the event that the Port Authority shall at any time or times so use the deposit, or any part thereof, or if bonds shall have been deposited and the market value thereof shall have declined below the abovementioned amount, the Carrier shall, on demand of the Port Authority and within two (2) days thereafter, deposit with the Port Authority additional cash or bonds so as to maintain the deposit at all times to the full amount above stated, and such additional deposits shall be subject to all the conditions of this Section. After the expiration or earlier termination of the effective period of the license under this Agreement (or any extension thereof) and upon condition that the Carrier shall then be in no wise in default under any part of this Agreement, and upon written request therefor by the Carrier, the Port Authority will return the said deposit to the Carrier less the amount of any and all unpaid claims and demands (including estimated damages) of the Port Authority by reason of any default or breach by the Carrier of this Agreement or any part thereof. The Carrier agrees that it will not assign or encumber the said deposit. The Port Authority shall not pay or allow interest thereon, but the Carrier may collect and receive the interest or other income from all bonds on deposit pursuant to this Section.

Section 35. Redetermination of Commencement Date

Notwithstanding the provisions of Section 4 of this Agreement, the commencement date of the effective period shall be the date of commencement of the letting under an agreement of lease made between the Port Authority and the Carrier (as the Lessee thereunder) as of March 16, 1962 and bearing the Port Authority Number BT-G-3.

Section 36. Entire Agreement

This Agreement including the attached exhibits, constitutes the entire agreement of the Port Authority and the Carrier on the subject matter, and may not be changed, modified, discharged or extended except by written instrument duly executed by both of them. The Port Authority and the Carrier agree that no representations or warranties shall be binding upon either of them unless expressed in writing herein.

IN WITNESS WHEREOF, the Port Authority and the Carrier have executed these presents the 17th day of May, 1962.

ATTEST:

Joseph DeCourt
Secretary

THE PORT OF NEW YORK AUTHORITY

By F. Roadbolt

(Title) Chairman of Board

(Seal)

ATTEST:

Merrill Buffington
Secretary

THE GREYHOUND CORPORATION

By L. W. Ackerman

(Title) Chairman of Board

(Corporate Seal)

BTG

STATE OF NEW YORK }
COUNTY OF NEW YORK } ss.

On the 17th day of May, 1962, before me personally came S. Sloan Colt to me known, who. being by me duly sworn, did depose and say that he resides

that he is the Chairman of Board of The Port of New York Authority, one of the corporations described in and which executed the foregoing instrument; that he knows the seal of the said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed by order of the Board of Commissioners of the said corporation; and that he signed his name thereto by like order.

Mildred B. Bruno
(notarial seal and stamp)
MILDRED B. BRUNO
NOTARY PUBLIC, State of New York
No. 30-5497825
Qualified in Nassau County
Cert. filed in New York County
Commission Expires March 30, 1964

STATE OF NY }
COUNTY OF NY } ss.

On the 17th day of May, 1962, before me personally came S. Sloan Colt to me known, who, being by me duly sworn. did depose and say that he resides at

that he is the Chairman of Board ~~President~~ of The Greyhound Corporation, one of the corporations described in and which executed the foregoing instrument; that he knows the seal of the said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of the said corporation; and that he signed his name thereto by like order.

Mildred B. Bruno
(notarial seal and stamp)
MILDRED B. BRUNO
NOTARY PUBLIC, State of New York
No. 30-5497825
Qualified in Nassau County
Cert. filed in New York County
Commission Expires March 30, 1964

BT-L 101950; Exhibit F-1.

PA 1081
12-50

Port Authority Bus Terminal

Monthly Report of Sales Made Elsewhere in Manhattan of Ticket Orders for Port Authority Bus Terminal Transportation and of Tickets for Other Manhattan Terminal Transportation of Companies Operating Multiple Terminals in Manhattan, by Sales Office.

.....
Month — Year

Sales Office	PABT *Ticket Orders*		Other Terminal *Tickets*	
	Number	*Value*	*Number*	*Value*
Totals				

Bus Company .....

Per (Signature) .....

Title .....

Date .....

BT-L 101950; Exhibit G.

XYZ BUS CO. DRIVER'S TRIP REPORT

Date ..... Run No. ..... Route .....

Bus No. ..... Rented From .....

From ..... Leaving ..... M.

To ..... Arriving ..... M.

☐ Regular
☐ Double
☐ Charter
☐ Deadhead

Reason for DH .....

.....

Garage to Terminal Miles .....

Operator ..... Badge No. .....

Trip Statistics

No. of Cash Passengers .....
Tickets Lifted
Passengers .....
Total Number
Revenue Passengers .....
Passes Honored
(Enclose Pass or Receipt) .....
Passenger Cash
Fares Collected ..... $.....
Tax Collected—
Passenger ..... $.....
Express Cash
Collected ..... $.....
Tax Collected—
Express ..... $.....

Total Cash Collected ..... $.....
Driver's Correction
Add—Deduct ..... $.....

Total Cash Enclosed $.....

To be used only when more than one bus is used to complete trip

From		
To		
Bus No.	Miles	
From		
To		
Bus No.	Miles	
From		
To		
Bus No.	Miles	

For Office Use Only

Passenger Miles		Bus Miles	Correction
		.....	
		.....	
Local		.....	
		.....	
Through	Total	.....	
	Garage to Terminal	.....	

Number Seats ..... Seat Miles .....

Total Passengers

Revenue ..... Non-Revenue .....

Page One of Exhibit G

(To be printed on front of envelope.)

TERMINAL DISPATCH RECORD OF XYZ BUS COMPANY

Terminal.....Date.....

12:01 AM to.....AM.....AM to.....PM.....PM to 12:00 PM.....
(Dispatcher) (Dispatcher) (Dispatcher)

ARRIVALS										DEPARTURES									
Schd. No.	Section	Bus No.	Gate No.	Driver	From	Time Schd.	Time Act.	No. of Pass.	*Remarks (Indicate Charters)*	Schd. No.	Section	Bus No.	Gate No.	Driver	To	Time Schd.	Time Act.	No. of Pass.	*Remarks (Indicate Charters)*

BT-L 101950; Exhibit I.

XYZ BUS COMPANY
TICKET AGENT'S REPORT

Date.....

CARD TICKET SALES

Destination	Number Beginning	Number Ending	Number Sold	Fare	Tax	Total Ticket Sales	Total Tax
Total							

OPEN FORM TICKET SALES

Form	*Ticket No.*	*Destination*	*Fare*	*Tax*

Card Ticket Sales	
Open Form Ticket Sales	
Transportation Tax	
Total Sales and Tax	
Deductions	
Amount Due on this Report	

Agent

.....

EXHIBIT J

FEE AND CHARGE ADJUSTMENTS

(1) (a) All fees and charges payable by the Carrier to the Port Authority under this Agreement will be increased by amounts to be determined as set forth below, based on the percentage of increase of the average hourly labor rates and costs to the Port Authority for the personnel categories hereinafter set forth, the increase being based on costs computed as of December 31, 1960. Increases of fees and charges will be effective January 1 of 1968, 1973 and 1978, being prospective for each of the five-year periods commencing on January 1, 1968 and on January 1, 1973, and for the longer period commencing January 1, 1978. The percentage of increase shall be computed on the basis of full hourly wage and salary rates and costs, and such rates and costs shall include fringe benefits as hereinafter referred to.

(b) Increases in those fees and charges which are expressed in the Agreement in sums of money shall be based on the increases of the full hourly wage and salary rates and costs computed effective December 31 of 1967, 1972 and 1977, as compared with the full hourly wage and salary rates and costs computed as of December 31, 1960. Increases in the fees and charges which are expressed in the Agreement as applications of percentages shall be based on the excess, if any, of the increases of the full hourly wage and salary rates and costs computed effective December 31 of 1967, 1972 and 1977, as compared with the full hourly wage and salary rates and costs computed as of December 31, 1960, over the percentage increase in fares, if any, in each of the same periods; such excess shall be applied to the net percentage figure (which shall be, in the case of the percentage figure set forth in Section 14(a)(4) of the License Agreement, that figure as reduced by operation of the provisions of Section 33(b) of the License Agreement) used to compute the sums receivable by the Port Authority. In computing the percentage increase in labor costs, individual increases or decreases of full hourly wage and salary rates and costs for each of the personnel categories will be computed, and the resulting percentages will be averaged to arrive at the final percentage figure. All percentages used in computation hereunder will be expressed to the nearest 1/10 of 1%, and wage and salary rates and costs will be expressed to the nearest cent.

The percentage increase in fares shall be the percentage by which the sum of the regular adult one-way fares (according to the published tariffs of The Greyhound Corporation) from New York, New York to the destination points named below in effect on December 31, 1960 is exceeded by the sum of the same fares in effect on December 31, 1967, 1972 and 1977, as the case may require: Chicago, Ill., Detroit, Mich., Miami, Fla., New Orleans, La., Norfolk, Va., St. Louis, Mo., and San Francisco, Cal.

(2) The personnel categories used in computing the full hourly wage and salary costs and expenses shall be the following: Police Officer, Lobby Information Agent I, Baggage Man I, Red Cap, Building Attendant I, Watch Engineer (air-conditioning and heating), Electrician I, Clerk I. If any of the job titles set forth above shall be changed, the new job title shall be deemed to have been substituted therefor; however, in any substitution or change the essence of the personnel category, as evidenced by the description of its duties, shall be controlling, rather than the job title, and if the functions of the job are abolished, the job title shall be eliminated from the personnel categories used. The wage and salary rates used in computations hereunder shall be the starting wage or salary for each personnel category.

(3) The fringe benefits shall include payments by the Port Authority to the New York State Employees' Retirement System, Federal Old Age Disability and Survivors' Insurance System, net premiums (i.e., premiums less dividends) for group health, major medical and life insurance programs, premiums for workmen's compensation insurance, plus any other payments made by the Port Authority for any other employee-benefit programs in existence from time to time, whether such additional programs have been instituted by the Port Authority voluntarily, by contract or pursuant to law. There shall also be included in fringe benefits any amounts paid into, reserved or set aside for self-insurance funds for benefits as referred to above.

(4) To include fringe benefits in the full hourly wage and salary rate and costs, the salary or wage rate shall be increased by a percentage which shall be equivalent to the percentage by which fringe-benefit costs and expenses enlarge the cost of all Port Authority wages and salaries constituting the basis for fringe benefits.

(5) On April 30 in 1968, in 1973 and in 1978, the Port Authority will render to the Carrier a statement setting forth starting wage and salary rates for the relevant personnel categories and data covering computation of fringe benefits. To the extent that data is available and accounting procedures permit, fringe benefits will be set forth in terms of cost and expense to the Port Authority for the next preceding calendar year. However, if such data cannot readily be developed, components of cost entering into the computation of fringe benefits for the latest preceding twelve-month period for which data is available will be used.

(6) There are attached hereto a schedule showing computations based on presently existing procedures and accounting practices of the Port Authority and a schedule of the fares in effect on December 31, 1960 to the named points.

(7) In the event this shall be attached to and become part of a lease, the word "Carrier" herein shall be deemed to mean "Lessee", and rentals payable under such lease shall be deemed included in "fees and charges".

SCHEDULE OF COMPUTATIONS OF HOURLY LABOR COSTS AS OF DECEMBER 31, 1960

Job Title	1 Number of hours normally paid for in a 2-week period	2 Bi-weekly Salary as of December 31, 1960	3 Net Cost of Fringe Benefits as a percentage of Payroll (see ff.p.)	4 Column 2 increased by percentage in Column 3	5* Column 4 divided by Column 1
Police Officer	80	$192.00	19.1%	$228.67	$2.86
Watch Engineer (Air Conditioning & Heating)	80	$219.00	12.2%	$245.72	$3.07
Electrician I	80	$199.00	12.2%	$223.28	$2.79
Lobby Information Agent I	80	$173.00	12.2%	$194.11	$2.43
Baggage Man I	80	$150.00	12.2%	$168.30	$2.10
Building Attendant I	80	$143.00	12.2%	$160.45	$2.01
Red Cap	80	$120.00	12.2%	$134.64	$1.68
Clerk I	72-1/2	$124.00	12.2%	$139.13	$1.92

* The figures in Column 5 constitute the full hourly wage and salary rates and costs as of December 31, 1960.

BT-G 33062

COMPUTATIONS OF FRINGE BENEFITS FOR YEAR ENDING DECEMBER 31, 1960

Fringe Benefit	Net Cost to Port Authority	Payroll Base	Net Cost as a Percentage of Payroll
N.Y. State Retirement System - Police only	$ 944,997(a)	$ 5,908,448(c)	16.0%
N.Y. State Retirement System - All employees except police	$1,923,446(a)	$ 21,132,746(c)	9.1%
Federal Old Age, Disability and Survivors' Insurance	$ 573,620(b)	$ 33,762,408(d)	1.7%
Blue Cross and Blue Shield Health Insurance	$ 264,637(f)	$ 28,514,597(g)	0.9%
Major Medical Health Insurance	$ 6,281(b)	$ 32,605,913(e)	0.0%
Life Insurance	$ 2,147(b)	$ 32,605,913(e)	0.0%
Workmen's Compensation Insurance	$ 173,696(b)	$ 33,762,408(d)	0.5%
		Total for Police Employees	19.1%
		Total for all Employees except Police	12.2%

Notes:

(a) Bill received May 15, 1960 for 12-month period ending March 31, 1959.
(b) Net cost to Port Authority for calendar year 1960.
(c) Aggregate of annual salary rates of permanent employees on payroll as of March 31, 1959.
(d) Total payroll of all employees for calendar year 1960.
(e) Total payroll of all employees except temporary personnel for calendar year 1960.
(f) Net cost to Port Authority for calendar year 1959.
(g) Total payroll of all employees except temporary personnel for calendar year 1959.

SCHEDULE OF FARES

The regular adult one-way fares in effect on December 31, 1960 (according to the published tariffs of The Greyhound Corporation) from New York, New York to the destination points named in paragraph (1) (b) of this Exhibit J are as follows:

Destination Point	Fare
CHICAGO, ILLINOIS	$ 25.95
DETROIT, MICHIGAN	21.30
MIAMI, FLORIDA	35.35
NEW ORLEANS, LOUISIANA	36.45
NORFOLK, VIRGINIA	11.20
ST. LOUIS, MISSOURI	28.45
SAN FRANCISCO, CALIFORNIA	76.20
Sum of Fares	$234.90

EXHIBIT R

RULES AND REGULATIONS

GENERAL

1. Any permission granted by the Port Authority directly or indirectly, expressly or by implication, to any person or persons to enter upon or use the Terminal or any part thereof, is conditioned upon acceptance of and compliance with the Port Authority Rules and Regulations, and entry upon or into the Terminal by any person shall be deemed to constitute an agreement by such person to comply with the said Rules and Regulations; provided, however, that such Rules and Regulations will not apply to premises or space occupied or used under the provisions of a written agreement made with the Port Authority unless provision is made therein for the application of the said Rules and Regulations.

2. The Manager of the Terminal shall have authority to deny the use of the Terminal to any individual violating Port Authority Rules and Regulations or laws, ordinances or regulations of the United States Government, the State of New York, or the City of New York.

3. No person except persons assigned to duty therein shall enter without permission any area of the Terminal posted as being closed to the public.

4. No person shall abandon any property at the Terminal.

5. No person shall carry on any commercial or other activity at the Terminal without permission.

6. No person shall gamble or conduct or engage in any game of chance at the Terminal.

7. No person shall solicit funds or contributions for any purpose at the Terminal without permission.

8. No person shall post, distribute or display signs, advertisements, circulars or printed or written matter of any type at the Terminal without permission.

9. All persons finding lost articles at the Terminal shall deliver them to the parcel check room. Articles unclaimed by the owner or owners within three (3) months after the finding thereof will be turned over to the finders, except when found by Port Authority employees on duty.

10. No person shall throw, discharge or deposit trash, garbage, waste, oil or other petroleum products or any other waste material into or upon any portion of the Terminal except by depositing such material in receptacles provided therefor. All such receptacles shall be subject to the approval of the Manager.

11. No person shall deface, mark, break, or otherwise damage any part of the Terminal, or any property thereat.

12. No person shall create a disturbance at the Terminal, or commit a nuisance, or do any act or thing which shall result in the creation or maintenance of a nuisance at the Terminal.

13. No person shall create, or permit any vehicle or machine of which he is in charge to create, obnoxious odors, noxious gases, smoke or fumes in the Terminal. The creation of internal-combustion engine exhaust-fumes by vehicles in the Terminal, so long as such vehicles are maintained and are being operated in a proper manner, shall not be an infraction of this regulation, but no motor shall be kept running except when the vehicle is in motion, or is to be put in motion.

14. No person shall travel, or remain on, or shall permit any vehicle of which he has charge to travel, or remain on, any portion of the Terminal except upon the roadways, walks or other places or areas provided for the particular class of traffic. No person shall occupy or shall permit any vehicle of which he has charge to occupy the walks, roadways, entrances, exits, waiting-rooms or other areas of the Terminal in such a manner as to hinder or obstruct their use by others.

15. No person shall loiter in or about the Terminal or any part thereof.

16. No person shall be permitted on the vehicular levels with any animal except a "seeing-eye" dog. Dogs, cats and other small pet animals, when leashed, and if accompanied at all times by a person in charge thereof, will be permitted in the public areas of the Terminal. No other animals will be permitted in any part of the Terminal.

17. No person shall pass through the loading gates on the lower bus level except:

(a) persons employed by or doing business with a carrier, whose duties require such passage;

(b) authorized representatives of the Port Authority;

(c) persons having permission; and

(d) passengers immediately prior to boarding buses or immediately after leaving buses.

SAFETY

18. No persons, except authorized law-enforcement officers, post-office, customs and express employees, licensed armed guards, employees of a carrier, and members of the armed services of the United States or of any State thereof on official duty, shall bring into or carry in the Terminal any firearms or other weapons, without permission.

19. No persons shall bring into or carry in the Terminal any explosives, acids, inflammables, compressed gases or articles or materials having or capable of producing strong offensive odors, or articles or materials likely to endanger persons or property, except with permission. No person shall bring or cause to be brought into or kept in the Terminal any signal flare or any container filled with or which has been emptied or partially emptied of oil, gas, petroleum products, paint or varnish, except with permission. When permission is given to bring into or keep at the Terminal any such articles or materials it shall be conditioned upon the use of appropriate receptacles in rooms or areas approved therefor by the Manager. Bringing in or keeping at the Terminal without special permission gasoline or other motor fuel contained in tanks permanently attached to vehicles and not contained under pressure shall not be an infraction of this regulation. Bringing into and keeping in the Terminal without special permission kerosene signal flares in good condition, of the type required or permitted by Interstate Commerce Commission regulations and properly stowed in buses, shall not be an infraction of this regulation.

20. No person shall use inflammable liquids for cleaning at the Terminal without permission.

21. No person shall smoke or carry lighted cigars, cigarettes, pipes, matches or any naked flame in areas of the Terminal where smoking is prohibited by the Port Authority.

22. No person shall do or permit to be done anything which may interfere with the effectiveness or accessibility of the fire-protection system, sprinkler system, drainage system, alarm system, telephone system, public announcement and intercommunication system, plumbing system, air-conditioning system, ventilation system, fire hydrants, hoses, fire-extinguishers, Port Authority towing equipment or other mechanical system, facility or equipment installed or located at the Terminal; nor shall any person operate, adjust or otherwise handle or manipulate, without permission, any of the aforesaid systems or portions thereof, or any machinery, equipment or other devices installed or located at the Terminal. Tags showing date of last inspection attached to units of fire-extinguishing and fire-fighting equipment shall not be removed therefrom.

23. All persons at the Terminal shall exercise the utmost care to avoid or prevent injury to persons or damage to property. Neither any inclusion in nor any omission from these Rules and Regulations shall be construed to relieve any person from exercising the utmost care to avoid or prevent injury to persons or damage to property.

24. No person shall enter any Port Authority storage room, cashier's room, or baggage room at the Terminal except with permission and then only when accompanied by an employee of the Port Authority.

BAGGAGE AND EXPRESS

25. No piece of baggage or express will be accepted for handling at the Terminal, if in a leaking or loose condition. No piece of express will be accepted for handling if it is not properly packaged and marked.

26. No piece of express, baggage or manifest baggage will be accepted for handling at the Terminal if it has or is capable of producing an offensive odor or is likely to damage other express or baggage or to endanger persons or property or to make any portion of the Terminal untenantable; and the same shall be subject to immediate removal by the Port Authority from the Terminal or to another location or locations within the Terminal, such removal to be at the risk and expense of the carrier involved.

27. Express, baggage, and manifest baggage, subject to I.C.C. regulations, will not be handled at the Terminal, unless it complies with the said regulations in every respect including without limiting the generality of such regulations proper conditions for transportation, containers of adequate strength, packing, marking, labeling, description, certification, and quantity and loading limitations.

VEHICLES

28. The Manager of the Terminal shall have authority to deny access to the Terminal for any bus or other vehicle not maintained, operated and registered in accordance with these regulations, or which is otherwise in violation of the Port Authority Rules and Regulations or the laws ordinances or regulations of the United States Government, the State of New York, or the City of New York; and shall have authority to require removal of any such vehicle from the Terminal, on five (5) minutes' notice. In the event the vehicle is not so removed, the Port Authority may remove it under the provisions of Rule 45.

29. No vehicle which is loaded in such a manner, or with such materials, or which is so constructed, operated, equipped or maintained as to endanger or to be likely to endanger persons or property, or to obstruct traffic, shall be permitted in or upon the Terminal.

30. No vehicle will be permitted in or upon the Terminal which has a weight or dimensions larger than the maxima described herein for buses or which utilizes any fuel not permitted as a source of motive power for buses under the provisions of Rule 46(a).

31. Except for vehicles owned by the Government of the United States, and horse-drawn vehicles, no highway vehicle shall be permitted in the Terminal unless a currently effective registration plate duly issued by appropriate governmental authority is attached thereto.

32. No person shall drive any highway vehicle (except a horse-drawn vehicle) in the Terminal without a motor vehicle operator's or chauffeur's license issued by appropriate governmental authority permitting the driving by such person of the particular type of vehicle driven and valid within the State of New York.

33. Except when standing a bus in space the use of which has been licensed specifically to the operator of such bus by written agreement with the Port Authority, drivers shall stand vehicles in the Terminal only at space designated for such vehicles by the Manager or by the Port Authority Dispatcher or other Port Authority representative. Where space is used in common by the buses of more than one carrier, the drivers will cause their buses to stand in the most forward portion of such space available upon arrival, will, except when passengers are actually boarding or leaving the bus continually move their buses forward, toward, and to the most forward vacant portion of the space, and will, except when passengers are actually boarding or leaving the bus, move or remove the bus to avoid blocking egress of a bus ready for departure.

34. The driver of any vehicle involved in an accident resulting in injury or death to any person or damage to any property shall immediately stop such vehicle at the scene of the accident, render such assistance as may be needed, and give his name, address and driver's license, and the registration number of the vehicle, to the person injured or to a Port Authority officer or representative. The driver, operator or owner of such vehicle shall make a report of such accident in accordance with the law of the State of New York.

35. No unauthorized person shall tamper with any vehicle, start the motor thereof, move the vehicle, or otherwise interfere with the operation thereof at the Terminal.

36. Except to the extent specifically permitted in any written agreement between the Port Authority and the Carrier, no person shall fuel, defuel, lubricate, clean or repair a vehicle or any part thereof, at the Terminal, without permission.

37. Every driver of a vehicle entering the Terminal shall extinguish the headlights thereof, and shall not relight them until leaving the Terminal. Every driver who causes a vehicle to park or stand in the Terminal shall turn off its motor.

38. Prolonged sounding of the horns of vehicles in the Terminal is forbidden.

39. No person shall leave a vehicle unattended in the Terminal without having first made sure that its motor is turned off and its parking brakes set.

40. Except in space the use of which has been exclusively licensed to the carrier operating the said vehicle, no vehicle shall remain in the Terminal for longer than the time necessary for permitted operations in connection therewith, and, unless a shorter time limitation is elsewhere imposed, no vehicle shall remain in the Terminal for longer than twenty (20) minutes. The Manager shall have authority to require, by five (5) minutes' notice, which may be given orally to the driver, the removal from the Terminal of any vehicle which shall have been standing or parked at the Terminal for so long as twenty (20) minutes; in the event the vehicle is not so removed, the Port Authority may remove it under the provisions of Rule 45.

41. No person shall operate a vehicle in the Terminal in a careless and negligent manner or in disregard of the right or safety of others, or without due caution, or at a speed in excess of speed limits posted in the area where the vehicle is being operated, or in any event at a speed in excess of fifteen (15) miles per hour, or at any speed or in any manner which endangers or is likely to endanger persons or property, or while under the influence of intoxicating liquor or any narcotic or habit-forming drug.

42. Drivers of vehicles in the Terminal must at all times comply with any traffic order, signal or direction, given by voice or by hand, of an authorized representative of the Port Authority When traffic is controlled by traffic lights or signs or by mechanical or electrical signals, such lights, signs and signals shall be obeyed unless an authorized representative of the Port Authority directs otherwise.

43. Unless other applicable provision for reports is made in an agreement with a carrier, each driver of a bus of any carrier shall report to the Port Authority Dispatcher immediately upon arrival at the Terminal, shall pay all fees required, shall give information of the expected time of departure, and shall, immediately before departure, check out at the office of the Manager.

44. Unless other provision for the removal of disabled vehicles has been made by agreement, the Port Authority shall have the right to require, by five (5) minutes' notice which may be given orally to the driver, the removal from the Terminal (or to a different location in the Terminal), of any disabled vehicle (except that any such vehicle may remain in space the use of which is exclusively licensed to the carrier operating such vehicle). In the event such vehicle is not so removed, the Port Authority may remove it under the provisions of Rule 45.

45. In the event the Port Authority is empowered to remove any bus or other vehicle from the Terminal by any provisions of these Rules and Regulations, such removal shall be at the risk of the owner or operator of such vehicle, and the cost thereof shall be for the account of such owner or operator and payable to the Port Authority on demand.

46. As used herein:

(a) "Bus" shall mean a self-propelled highway vehicle designed and constructed for the carriage of passengers for hire, employing as a source of motive power (either directly or by electrical transmission) a reciprocating internal-combustion or a turbine engine (not including a jet-propulsion engine) utilizing as fuel, gasoline, diesel oil, or any other substance utilized by highway vehicles as fuel and permitted by the laws of New York and by those of New Jersey then in effect and also under the then existing rules and regulations governing the use of the Lincoln Tunnel (and then only in strict compliance with the requirements of such laws, rules and regulations), and having overall dimensions not in excess of the following: length, forty (40) feet; width, one hundred two (102) inches; height, twelve (12) feet eight (8) inches (for buses operating at the Terminal only on the lower bus level); twelve (12) feet two (2) inches (for buses operating at the Terminal only on the lower and intermediate bus levels); eleven (11) feet six (6) inches (for buses operating at the Terminal on the lower, the intermediate, or the upper bus levels); and having a maximum gross loaded weight not in excess of thirty-five thousand (35,000) pounds avoirdupois, distributed to provide not more than twenty thousand (20,000) pounds per axle; provided, however, that larger or heavier passenger-carrying vehicles may be operated by mutual consent of the Port Authority and the Carrier, and each such shall be deemed, for the period of such consent, a "bus".

(b) "Carrier" shall mean an operator of one or more vehicles for the transportation of passengers for hire.

(c) "Cost" shall mean and include: (1) payroll costs of the Port Authority, including contributions to the Retirement System, or the cost of participation in other pension plans or systems, insurance costs and sick-leave, holiday, vacation and authorized-absence pay; (2) cost of materials and supplies used; (3) payments to contractors; (4) any other direct costs; and (5) thirty per cent (30%) of the sum of the foregoing.

(d) "Driver" shall mean the person who is in actual physical control of a vehicle.

: For Port Authority Use Only:
:License Agmt. No.: BT-GHD-BAP-002 :

PORT AUTHORITY BUS TERMINAL
VEHICLE PARKING LICENSE

The Port Authority of New York and New Jersey (the "**Port Authority**") hereby grants to the Licensee named below permission to use, on a non-exclusive basis, at the Port Authority Bus Terminal, in the Borough of Manhattan, City, County and State of New York (the "**Facility**"), such interior vehicle parking space(s) as the General Manager of the Facility may designate from time to time (each, a "**Vehicle Parking Space**", and collectively, the "**Vehicle Parking Spaces**"), in accordance with the Terms and Conditions and Special Endorsements hereto; and the Licensee agrees to pay the fee specified below and to perform all other obligations imposed upon it in the said Terms and Conditions and said Special Endorsement:

1. **LICENSEE:** GREYHOUND LINES, INC., a Delaware corporation

2. **LICENSEE'S ADDRESS:** 350 North Saint Paul – Attn Legal Dept.
Dallas, Texas 75201

3. **LICENSEE'S REPRESENTATIVE:** Deanna Simsek, Regional Real Estate Manager

4. **PERMITTED USE:** For the parking of four (4) personal vehicles of staff members of the Licensee in connection with the Licensee's operations at the Facility, and for no other use whatsoever.

5. **FEES:** As set forth in Special Endorsement No. 1 hereof.

6. **EFFECTIVE DATE:** January 1, 2014

7. **EXPIRATION DATE:** December 31, 2023, unless sooner revoked or terminated as herein provided.

8. **REQUIRED SECURITY DEPOSIT AMOUNT:** None

9. **INSURANCE REQUIREMENTS:** As set forth in the Insurance Schedule attached hereto.

10. **ENDORSEMENTS:** Special Endorsements and Insurance Schedule.

Dated: As of January 1, 2014

THE PORT AUTHORITY OF NEW YORK AND NEW JERSEY

By _____

Name CEDRICK T. FULTON
(Please Print Clearly)

(Title) DIRECTOR TUNNELS, BRIDGES & TERMINALS DEPT.

GREYHOUND LINES, INC., Licensee

By _____

Name William J. Gieseker
(Please Print Clearly)

(Title) C.F.O.

By Approved as to form
Attorney

Port Authority Use Only:	
Approval as to Terms:	Approval as to Form:

- COVER PAGE -

SPECIAL ENDORSEMENT

1. **Fees.**

(a) The Permittee shall pay a basic monthly fee to the Port Authority in advance on the first day of each calendar month as follows:

(i) For the period from January 1, 2014 through December 31, 2014, both dates inclusive, at the rate of Two Thousand Two Hundred Fifty-four Dollars and Twenty-three Cents ($2,254.23) per month; and

(ii) For the period from January 1, 2015 through December 31, 2015, both dates inclusive, at the rate of Two Thousand Three Hundred Thirty-three Dollars and Thirteen Cents ($2,333.13) per month; and

(iii) For the period from January 1, 2016 through December 31, 2016, both dates inclusive, at the rate of Two Thousand Four Hundred Fourteen Dollars and Seventy-nine Cents ($2,414.79) per month; and

(iv) For the period from January 1, 2017 through December 31, 2017, both dates inclusive, at the rate of Two Thousand Four Hundred Ninety-nine Dollars and Thirty-one Cents ($2,499.31) per month; and

(v) For the period from January 1, 2018 through December 31, 2018, both dates inclusive, at the rate of Two Thousand Five Hundred Eighty-six Dollars and Seventy-eight Cents ($2,586.78) per month; and

(vi) For the period from January 1, 2019 through December 31, 2019, both dates inclusive, at the rate of Two Thousand Six Hundred Seventy-seven Dollars and Thirty-two Cents ($2,677.32) per month; and

(vii) For the period from January 1, 2020 through December 31, 2020, both dates inclusive, at the rate of Two Thousand Seven Hundred Seventy-one Dollars and Two Cents ($2,771.02) per month; and

(viii) For the period from January 1, 2021 through December 31, 2021, both dates inclusive, at the rate of Two Thousand Eight Hundred Sixty-eight Dollars and No Cents ($2,868.00) per month; and

(ix) For the period from January 1, 2022 through December 31, 2022, both dates inclusive, at the rate of Two Thousand Nine Hundred Sixty-eight Dollars and Thirty-eight Cents ($2,968.38) per month; and

(x) For the period from January 1, 2023 through December 31, 2023, both dates inclusive, at the rate of Three Thousand Seventy-two Dollars and Twenty-seven Cents ($3,072.27) per month; and

(b) The basic fees are payable in advance on January 1, 2014 and on the first day of each and every calendar month thereafter. If the permission granted hereunder becomes effective on a date other than the first day of a calendar month or expires or is revoked or terminated on a date other than the last day of a calendar month, the basic fee payable for the part

of the month during which the permission is in effect shall be computed by prorating the monthly fee on a daily basis, using the exact number of days in the month involved.

2. (a) The Port Authority and the Licensee have heretofore entered into an operating agreement, dated as of **May 1, 2008** and bearing Port Authority number **TBT-GHD-BLA-007** (the "OP Agreement") under which the Licensee deposited with the Port Authority as security for the OP Agreement, a letter of credit (the "LC") in the amount of Nine Hundred Thirty Thousand Dollars and No cents ($980,000.00). The parties hereto agree that the LC shall serve as security under this License for the full, faithful and prompt performance of, and compliance with, on the part of the Licensee all of the terms, provisions, covenants and conditions of this License. Any breach or failure to perform or comply with any of the terms and conditions of the LC or the OP Agreement, including without limitation failure to provide a new letter of credit (the "New LC") in accordance with the terms and provisions of the LC or the OP Agreement at any time during the term of the OP Agreement or any failure of any banking institution issuing the LC or the New LC to make one or more payments as provided in the LC or the New LC, as applicable, shall constitute a material breach of this License and the OP Agreement thereby entitling the Port Authority to immediately exercise any and all rights available to it, including without limitation the right to terminate this License for cause.

(b) The provisions of this Special Endorsement shall survive the expiration or termination of the OP Agreement and/or this License, as the case may be. Upon such expiration or termination, without the necessity for executing any further instrument, the provisions of this Special Endorsement shall continue in full force and effect and no part of such security shall then or thereafter be returned to the Licensee until the later to occur of (a) the termination or expiration of this License and (b) the termination or expiration of the OP Agreement, at which ultimate time, upon condition that the Licensee shall then be in no way in default or breach, including anticipatory breach, under any obligation to the Port Authority and upon written request of the Licensee, the Port Authority will return the said security, as and in such an amount as then appropriate hereunder and under the OP Agreement, as the case may be, less the sum of any and all unpaid claims and demands (including estimated damages) of the Port Authority by reason of any such default or breach.

For the Port Authority

Initialed:

For the Licensee

TERMS AND CONDITIONS

1. Certain Definitions.

(a) "**Cover Page**" shall mean the page, designated "Cover Page", attached to the front of this License and forming an integral part hereof.

(b) "**Effective Date**" shall mean the date designated as the "Effective Date" in Item 6 on the Cover Page.

(c) "**Executive Director**" shall mean the person or persons from time to time designated by the Port Authority to exercise the powers and functions vested in the Executive Director by this License; but until further notice from the Port Authority to the Licensee it shall mean the Executive Director of the Port Authority for the time being or his duly designated representative or representatives.

(d) "**Expiration Date**" shall mean the date designated as the "Expiration Date" in Item 7 on the Cover Page.

(e) "**Facility**" shall mean the Port Authority Bus Terminal, comprising the building bounded by 40th and 41st Streets, 8th and 9th Avenues, in the City, County and State of New York, and the extension of the Port Authority Bus Terminal, contiguous thereto and lying to the north thereof.

(f) "**General Manager of the Facility**" shall mean the person or persons from time to time designated by the Port Authority to exercise the powers and functions vested in the said General Manager by this License; but until further notice from the Port Authority to the Licensee it shall mean the General Manager (or temporary or Acting General Manager) of the Facility for the time being, or his or her duly designated representative or representatives.

(g) "**Hazardous Substance**" shall mean any pollutant, contaminant, toxic or hazardous waste, dangerous substance, potentially dangerous substance, noxious substance, toxic substance, flammable, explosive or radioactive material, urea formaldehyde foam insulation, asbestos, polychlorinated biphenyls (PCBs), chemicals known to cause cancer, endocrine disruption or reproductive toxicity, petroleum and petroleum products and substances declared to be hazardous or toxic or the removal, containment or restriction of which is required, or the manufacture, preparation, production, generation, use, maintenance, treatment, storage, transfer, handling or ownership of which is restricted, prohibited, regulated or penalized by any federal, state, county, or municipal or other local statute or law now or at any time hereafter in effect as amended or supplemented and by the regulations adopted and publications promulgated pursuant thereto.

(h) "**Licensee's Representative**" shall mean the individual named in Item 3 on the Cover Page, or such other individual as the Licensee may designate by Notice in accordance with the provisions of the Section hereof entitled "*Notices*".

2. Effectiveness.

(a) The permission granted by this License shall take effect upon the Effective Date. Notwithstanding any other term or condition hereof, it may at any time be revoked by the Port Authority without cause upon thirty (30) days' prior notice, and terminated by the Licensee without cause upon thirty (30) days' prior notice; provided, however, that it may be revoked on twenty-four (24) hours' notice if the Licensee fails to keep, perform and observe each and every promise, agreement, condition, term and provision contained in this License, including without limitation the obligation to pay fees. Further, in the event the Port Authority exercises its right to revoke or terminate this License for any reason other than "without cause", the Licensee shall be obligated to pay to the Port Authority an amount equal to all costs and expenses reasonably incurred by the Port Authority in connection with such revocation or termination, including without limitation any re-entry, regaining or resumption of possession, collecting all amounts due to the Port Authority, the restoration of any space which may be used and occupied under this License (on failure of the Licensee to have it restored), preparing such space for use by a succeeding licensee, the care and maintenance of such space during any period of non-use of the space, the foregoing to include, without limitation, personnel costs and legal expenses (including but not limited to the cost to the Port Authority of in-house legal services), repairing and altering the space and putting the space in order (such as but not limited to cleaning the same). Unless sooner revoked or terminated, such permission shall expire in any event upon the Expiration Date. Revocation or termination shall not relieve the Licensee of any liabilities or obligations hereunder which shall have accrued on or prior to the effective date of revocation or termination.

(b) Without limiting any other rights it may have hereunder, the Port Authority shall have the right to revoke this License by giving to the Licensee at least five (5) days' prior notice if, by reason of the revocation, termination or expiration of any existing or future other agreements, the Licensee shall cease to be entitled to use, on a continuing contract basis, an enclosed vehicular level at the Facility. Revocation by the Port Authority pursuant to this paragraph shall have the same effect as if the effective date of revocation were the Expiration Date, and the Licensee agrees that such revocation shall not relieve the Licensee of any liabilities or obligations of the Licensee which shall have accrued on or prior to the effective date of revocation.

(c) No exercise by the Port Authority of any right of revocation granted to it in this Section shall be deemed to be a waiver of any other rights of revocation contained in this Section or elsewhere in this License or a waiver of any other rights or remedies which may be available to the Port Authority under this License or otherwise.

3. Licensee's Rights and Obligations.

(a) The Vehicle Parking Spaces shall be used, pursuant to the permission hereby granted,

(i) if the Licensee is a corporation, by the Licensee acting only through the medium of its officers and employees,

(ii) if the Licensee is an unincorporated association, or a "Massachusetts" or business trust, by the Licensee acting only through the medium of its members, trustees, officers and employees,

(iii) if the Licensee is a partnership, by the Licensee acting only through the medium of its general partners and employees, or

(iv) if the Licensee is an individual, by the Licensee acting only personally or through the medium of his employees; or

(v) if the Licensee is a limited liability company, by the Licensee acting only through the medium of its members, managers and employees;

and the Licensee shall not, without the written approval of the Port Authority, use the Vehicle Parking Spaces through the medium of any other person, corporation or legal entity. The Licensee shall not assign or transfer this License or the permission granted hereby, or enter into any contract requiring or permitting the doing of anything hereunder by an independent contractor, without the written approval of the Port Authority. In the event of the issuance of this License to more than one individual or other legal entity (or to any combination thereof), then and in that event each and every obligation or undertaking herein stated to be fulfilled or performed by the Licensee shall be the joint and several obligation of each such individual or other legal entity.

(b) The Licensee's Representative shall have full authority to act for the Licensee in connection with this License and any act or things done or to be done hereunder, and to execute on the Licensee's behalf any amendments or supplements to this License or any extension hereof and to give and receive Notices hereunder.

(c) This License shall not constitute the Licensee the agent or representative of the Port Authority for any purpose whatsoever.

(d) Neither the execution and delivery of this License nor any act done pursuant thereto shall create between the Licensee and the Port Authority the relationship of bailor and bailee, storer and garagekeeper or any other relationship except that of licensee and licensor; nor shall there be created thereby any legal status which would impose upon the Port Authority with respect to any vehicles or other property in the Vehicle Parking Spaces any duty or obligation whatsoever. The Licensee expressly agrees that the Port Authority shall have no liability with respect to the Licensee's vehicles or other property, to property or vehicles for which the Licensee is responsible, to vehicles or other property in the Vehicle Parking Spaces with the consent of the Licensee or to property of employees, drivers or passengers of the Licensee left in or on such vehicles. Without limiting the generality the Section hereof entitled "*Indemnification of the Port Authority*", the Licensee hereby agrees to indemnify the Port Authority and hold it harmless against all claims and demands of third persons for loss of or damage to vehicles using or parked in the Vehicle Parking Spaces, whether owned or operated by the Licensee or owned or operated by third persons or to property of owners, shippers, consignees or other persons interested, or of drivers, employees, passengers or other persons doing business or connected with the Licensee, contained in or on such vehicles.

5. Condition of Vehicle Parking Spaces.

(a) The Licensee hereby acknowledges that prior to the execution of this License it has thoroughly examined and inspected the Vehicle Parking Spaces and has found the Vehicle Parking Spaces in good order and repair and has determined the Vehicle Parking Spaces to be suitable for the Licensee's operations hereunder and acknowledges and agrees that it has not relied on any representations or statements of the Port Authority, its Commissioners, officers, employees or agents as to the condition or suitability thereof for use by the Licensee for the purposes contemplated herein. The Licensee agrees to and shall take the Vehicle Parking Spaces in their "as is" condition and the Port Authority shall have no obligation hereunder for preparation of the Vehicle Parking Spaces for the Licensee's use. The Licensee agrees that no portion of the Vehicle Parking Spaces will be used initially or at any time during the effective period of the permission granted hereunder which is in a condition unsafe or improper for the purposes contemplated herein so that there is possibility of injury or damage to life or property, and the Licensee further agrees that before any use it will immediately correct any such unsafe or improper condition.

(b) The parties to this License hereby acknowledge that the Vehicle Parking Spaces are non-residential real estate.

6. Payments.

(a) Payments to be made pursuant to this License shall be sent to the following address:

THE PORT AUTHORITY OF NEW YORK
AND NEW JERSEY
P.O. BOX 95000-1517
PHILADELPHIA, PENNSYLVANIA 19195-1517

or made via the following wire transfer instructions:

Bank: TD Bank
Bank ABA Number: 031201360
Account Number:

or sent to such other address, or via such other wire transfer instructions, as may hereafter be substituted therefor by the Port Authority, from time to time, by Notice to the Licensee.

(b) If the permission granted hereunder becomes effective on a date other than the first day of a calendar month or expires or is revoked or terminated on a date other than the last day of a calendar month, the fee payable for the part of the month during which the permission is in effect shall be computed by prorating the monthly fee on a daily basis, using the exact number of days in the month involved.

(c) Upon execution of this License by the Licensee, the Licensee shall pay to the Port Authority all unpaid fees and other monies due and payable under this License as of the date of execution.

7. Late and Service Charges.

(a) If the Licensee fails to pay any amount required under this License when due to the Port Authority, or if any such amount is found to be due as the result of an audit, then, in such event, the Port Authority may impose (by statement, bill or otherwise) a late charge with respect to each such unpaid amount for each "late charge period" (described below) during the entirety of which such amount remains unpaid, each such late charge not to exceed an amount equal to eight-tenths of one percent (.8%) of such unpaid amount for each late charge period. There shall be twenty-four (24) late charge periods on a calendar year basis; each late charge period shall be for a period of at least fifteen (15) calendar days except one late charge period each calendar year may be for a period of less than fifteen (15) (but not less than thirteen (13)) calendar days. Without limiting the generality of the foregoing, late charge periods in the case of amounts found to have been owing to the Port Authority as the result of Audit Findings (as defined below) shall consist of each late charge period following the date the unpaid amount should have been paid under this License. Each late charge shall be payable immediately upon demand therefor made at any time by the Port Authority. No acceptance by the Port Authority of payment of any unpaid amount or of any unpaid late charge amount shall be deemed a waiver of the right of the Port Authority to payment of any late charge or late charges payable under the provisions of this Section with respect to such unpaid amount. Nothing in this Section is intended to, or shall be deemed to, affect, alter, modify or diminish in any way (i) any rights of the Port Authority under this License, including without limitation the Port Authority's rights set forth in the Section of this License entitled "*Effectiveness*" or (ii) any obligations of the Licensee under this License. In the event that any late charge imposed pursuant to this Section shall exceed a legal maximum applicable to such late charge, then, in such event, each such late charge payable under this License shall be payable instead at such legal maximum.

(b) (i) The Licensee shall permit and/or cause to be permitted in ordinary business hours during the effective period of the permission granted under this License and for one (1) year thereafter the examination and audit by the officers, employees and representatives of the Port Authority of all the records and books of account of the Licensee (including without limitation all corporate records and books of account which the Port Authority in its sole discretion believes may be relevant in connection with the Licensee's use of the Vehicle Parking Spaces as permitted hereunder within ten (10) days following any request by the Port Authority from time to time and at any time to examine and audit any such corporate records and books of account.

(ii) In the event that upon conducting an examination and audit as described in this Section the Port Authority determines that unpaid amounts are due to the Port Authority from the Licensee (the "**Audit Findings**"), the Licensee shall be obligated, and hereby agrees, to pay to the Port Authority a service charge in an amount equal to five percent (5%) of the Audit Findings. Each such service charge shall be payable immediately upon demand therefor (by Notice, bill or otherwise) made at any time by the Port Authority. Such service charge(s) shall be exclusive of, and in addition to, any and all other moneys or amounts due to the Port Authority from the Licensee under this License or otherwise. No acceptance by the Port Authority of payment of any unpaid amount or of any unpaid service charge shall be deemed a waiver of the right of the Port Authority to payment of any late charge(s) or other service charge(s) payable under the provisions of this License with respect to such unpaid amount. Each such service charge shall be and become fees, recoverable by the Port Authority in the same manner and with like remedies as if it were originally a part of the fees to be paid hereunder. Nothing in this Section is intended to, or shall be deemed to, affect, alter, modify or diminish in any way (i) any rights of the Port Authority under this License, including, without limitation, the

Port Authority's rights to revoke this License or (ii) any obligations of the Licensee under this License.

8. Security Deposit

(a) *Security Deposit Requirement.*

(i) As security for the Licensee's full, faithful and prompt performance of and compliance with all of its obligations under this License, the Licensee shall, upon its execution and delivery of this License, deposit with the Port Authority (and shall keep deposited throughout the effective period of the permission granted under this License) the sum set forth in Item 8 on the Cover Page (the "**Required Deposit Amount**") either in cash, or in bonds of the United States of America, the State of New Jersey, the State of New York, or The Port Authority of New York and New Jersey, having a market value of the Required Deposit Amount; provided, however, that if the Required Deposit Amount is Twenty Thousand Dollars and No Cents ($20,000.00) or greater, the Licensee shall be required, instead, to deliver to the Port Authority a letter of credit as provided in the following paragraph (b).

(ii) Bonds qualifying for deposit hereunder shall be in bearer form, but if bonds of that issue were offered only in registered form, then the Licensee may deposit such bond or bonds in registered form, provided, however, that the Port Authority shall be under no obligation to accept such deposit of a bond in registered form unless such bond has been re-registered in the name of the Port Authority (the expense of such re-registration to be borne by the Licensee) in a manner satisfactory to the Port Authority. The Licensee may request the Port Authority to accept a registered bond in the Licensee's name and, if acceptable to the Port Authority the Licensee shall deposit such bond together with a bond power (and such other instruments or other documents as the Port Authority may require) in form and substance satisfactory to the Port Authority. In the event the security deposit is returned to the Licensee, any expenses incurred by the Port Authority in re-registering a bond to the name of the Licensee shall be borne by the Licensee.

(iii) In addition to any and all other remedies available to it, the Port Authority shall have the right, at its option, at any time and from time to time, with or without notice, to use the security deposit or any part thereof in whole or partial satisfaction of any of its claims or demands against the Licensee. There shall be no obligation on the Port Authority to exercise such right and neither the existence of such right nor the holding of the security deposit itself shall cure any default or breach of this License on the part of the Licensee. With respect to any bonds deposited by the Licensee, the Port Authority shall have the right, in order to satisfy any of its claims or demands against the Licensee, to sell the same in whole or in part, at any time and from time to time, with or without prior notice at public or private sale, all as determined by the Port Authority, together with the right to purchase the same at such sale free of all claims, equities or rights of redemption of the Licensee. The Licensee hereby waives all right to participate therein and all right to prior notice or demand of the amount or amounts of the claims or demands of the Port Authority against the Licensee. The proceeds of every such sale shall be applied by the Port Authority first to the costs and expenses of the sale (including but not limited to advertising or commission expenses) and then to the amounts due the Port Authority from the Licensee. Any balance remaining shall be retained in cash toward bringing the security deposit to the Required Deposit Amount. In the event that the Port Authority shall at any time or times so use the security deposit, or any part thereof, or if bonds shall have been deposited and

the market value thereof shall have declined below the Required Deposit Amount, the Licensee shall, on demand of the Port Authority and within two (2) days thereafter, deposit with the Port Authority additional cash or bonds so as to maintain the security deposit at all times at the full Required Deposit Amount, and such additional deposits shall be subject to all the conditions of this paragraph.

(iv) The Licensee shall not assign or encumber the security deposit.

(v) The Licensee may collect or receive any interest or income earned on bonds and interest paid on cash deposited in interest-bearing bank accounts, less any part thereof or amount which the Port Authority is or may hereafter be entitled or authorized by law to retain or to charge in connection therewith, whether as or in lieu of an administrative expense, or custodial charge, or otherwise; provided, however, that the Port Authority shall not be obligated by this provision to place or to keep cash deposited hereunder in interest-bearing bank accounts.

(vi) After the expiration or earlier termination of the effective period of the permission granted under this License, and upon condition that the Licensee shall then be in no way in default under any part of this License, and upon written request therefor by the Licensee, the Port Authority will return the security deposit to the Licensee less the amount of any and all unpaid claims and demands (including estimated damages) of the Port Authority by reason of any default or breach by the Licensee of this License.

(b) *Letter of Credit.*

(i) In lieu of the security deposit required pursuant to the preceding paragraph (a), the Licensee may deliver (if the Required Deposit Amount is less than Twenty Thousand Dollars and No Cents ($20,000.00)), and *must* deliver (if the Required Deposit Amount is Twenty Thousand Dollars and No Cents ($20,000.00) or greater) to the Port Authority, as security for all obligations of the Licensee under this License, a clean irrevocable letter of credit issued by a banking institution satisfactory to the Port Authority and having its main office within the Port of New York and New Jersey District, in favor of the Port Authority in the amount of the Required Deposit Amount.

(ii) The form and terms of each letter of credit delivered pursuant to this paragraph (b), as well as the institution issuing it (which shall be an investment-grade rated bank), shall be subject to the prior and continuing approval of the Port Authority; **the form of any proposed letter of credit shall be submitted to the Port Authority in advance for review and approval by its Credit, Collection and Accounts Receivable unit.** Such letter of credit shall provide that it shall continue throughout the effective period of the permission granted under this License and for a period of not less than six (6) months thereafter; such continuance may be by provision for automatic renewal or by substitution of a subsequent satisfactory letter of credit.

(iii) Upon acceptance of such letter of credit by the Port Authority, and upon request by the Licensee made thereafter, the Port Authority will return any security deposit theretofore made under and in accordance with the provisions of the preceding paragraph (a). The Licensee shall have the same rights to receive such security deposit during the existence of a

valid letter of credit as it would have to receive such sum upon expiration of this License and fulfillment of the obligations of the Licensee under this License.

(iv) Upon notice of cancellation of a letter of credit the Licensee agrees that unless, by a date twenty (20) days prior to the effective date of cancellation, the letter of credit is replaced by security in the Required Deposit Amount or another letter of credit satisfactory to the Port Authority, the Port Authority may draw down the full amount thereof, and thereafter the Port Authority will hold the same as security under the preceding paragraph (a). If the Port Authority makes any drawing under a letter of credit held by the Port Authority hereunder, the Licensee, on demand of the Port Authority and within two (2) days thereafter, shall bring the letter of credit back up to the full Required Deposit Amount.

(v) Following the Port Authority's acceptance of a letter of credit in lieu of the security deposit required pursuant to the preceding paragraph (a), any failure at any time to provide such letter of credit that is valid and available to the Port Authority, including any failure of any banking institution issuing any such letter of credit previously accepted by the Port Authority to make one or more payments as may be provided in such letter of credit, shall be deemed to be a breach of this License on the part of the Licensee.

(vi) No action by the Port Authority pursuant to the terms of any letter of credit, or receipt by the Port Authority of funds from any bank issuing any such letter of credit, shall be deemed to be a waiver of any default by the Licensee under the terms of this License, and all remedies under this License of the Port Authority consequent upon such default shall not be affected by the existence of, or a recourse to, any such letter of credit.

(c) The Licensee acknowledges and agrees that the Port Authority reserves the right, in its sole discretion at any time and from time to time upon fifteen (15) days' notice to the Licensee, to adjust the Required Deposit Amount. Not later than the effective date set forth in said Notice by the Port Authority, the Licensee shall furnish additional cash or bonds, as provided for in paragraph (a) above, or an amendment to, or a replacement of, the letter of credit providing for such adjusted Required Deposit Amount, as the case may be, and such additional cash and/or bonds or adjusted (or replaced) letter of credit shall thereafter constitute the security deposit required under this License.

(d) If the Licensee is obligated by any other agreement to maintain a security deposit with the Port Authority to insure payment and performance by the Licensee of all fees, rentals, charges and obligations which may become due and owing to the Port Authority arising from the Licensee's operations at the Facility pursuant to any such other agreement or otherwise, then all such obligations under such other agreement and any security deposit pursuant thereto also shall be deemed obligations of the Licensee under this License and as security hereunder as well as under any such other agreement, and all provisions of such other agreement with respect to such obligations and any obligations thereunder of the Port Authority as to the security deposit are hereby incorporated herein by this reference as though fully set forth herein and hereby made a part hereof. The termination, revocation, cancellation or expiration of any other agreement to which such security deposit shall apply or any permitted assignment of such other agreement shall not affect such obligations as to such security deposit, which shall continue in full force and effect hereunder.

9. Indemnification of the Port Authority.

(a) The Licensee shall indemnify and hold harmless the Port Authority, its Commissioners, officers, employees and representatives, from and against (and shall reimburse the Port Authority for the Port Authority's costs and expenses including legal costs and expenses incurred in connection with the defense of) all claims and demands of third persons, including but not limited to claims and demands for death or personal injuries, or for property damages, arising out of any default of the Licensee in performing or observing any term or provision of this License, or out of the use and occupancy of the Vehicle Parking Spaces by the Licensee, its officers, members, managers (if any), employees and persons who are doing business with the Licensee, or out of any of the operations, acts or omissions of the Licensee, or out of the acts or omissions of others on the Vehicle Parking Spaces with the Licensee's consent, or out of the acts or omissions of the Licensee, its officers, members, managers (if any), and employees at the Facility..

(b) The Licensee represents that it is the owner of or fully authorized to use or sell any and all services, processes, machines, articles, marks, names or slogans used or sold by it in its operations under or in any way connected with this License. Without in any way limiting its obligations under the preceding paragraph (a) hereof, the Licensee agrees to indemnify and hold harmless the Port Authority, its Commissioners, officers, employees, agents and representatives of and from any loss, liability, expense, suit or claim for damages in connection with any actual or alleged infringement of any patent, trademark or copyright, or arising from any alleged or actual unfair competition or other similar claim arising out of the operations of the Licensee under or in any way connected with this License.

(c) If so directed, the Licensee shall at its own expense defend any suit based on any claim or demand referred to in the foregoing paragraphs (a) or (b) (even if such claim or demand is groundless, false or fraudulent), and in handling such it shall not, without obtaining the prior written consent of the General Counsel of the Port Authority, raise any defense involving in any way the jurisdiction of the tribunal over the person of the Port Authority, the immunity of the Port Authority, its Commissioners, officers, agents, or employees, the governmental nature of the Port Authority or the provisions of any statutes respecting suits against the Port Authority.

(d) In the event of any injury or death to any person (other than employees of the Licensee) at the Facility when caused by the Licensee's operations, acts or omissions of the Licensee hereunder, or damage to any property (other than the Licensee's property) at the Facility when caused by the Licensee's operations, acts or omissions of the Licensee hereunder, the Licensee shall immediately notify the Port Authority and promptly thereafter furnish to the Port Authority copies of all reports given to the Licensee's insurance carrier.

10. Insurance.

(a) The Licensee, in its own name as insured and including the Port Authority as an additional insured, shall maintain and pay the premiums during the effective period of permission granted under this License on a policy, or policies, of Commercial General Liability Insurance, including premises-operations and products-completed operations and covering bodily-injury liability, including death, and property damage liability, none of the foregoing to contain care, custody or control exclusions, and providing for coverage in the minimum limit set

forth in Item 9 on the Cover Page, and Commercial Automobile Liability Insurance covering owned, non-owned and hired vehicles and including automatic coverage for newly acquired vehicles and providing for coverage in the minimum limit set forth in Item 9 on the Cover Page. Without limiting the foregoing, the Licensee shall maintain Workers' Compensation and Employers Liability Insurance in accordance with the Licensee's statutory obligations under the applicable State Workers' Compensation Law for those employees of the Licensee employed in operations conducted pursuant to this License at or from the Facility. In the event the Licensee maintains the foregoing insurance in limits greater than aforesaid, the Port Authority shall be included therein as an additional insured, except for the Workers' Compensation and Employers Liability Insurance policies, to the full extent of all such insurance in accordance with all terms and provisions of this License.

(b) Each policy of insurance, except for the Workers' Compensation and Employers Liability Insurance policies, shall also contain an ISO standard "separation of insureds" clause or a cross liability endorsement providing that the protections afforded the Licensee thereunder with respect to any claim or action against the Licensee by a third person shall pertain and apply with like effect with respect to any claim or action against the Licensee by the Port Authority and any claim or action against the Port Authority by the Licensee, as if the Port Authority were the named insured thereunder, but such clause or endorsement shall not limit, vary, change or affect the protections afforded the Port Authority thereunder as an additional insured. Each policy of insurance shall also provide or contain a contractual liability endorsement covering the obligations assumed by the Licensee under the Section of this License entitled "*Indemnification of the Port Authority*".

(c) All insurance coverages and policies required under this Section may be reviewed by the Port Authority for adequacy of terms, conditions and limits of coverage at any time and from time to time during the effective period of the permission granted under this License. The Port Authority may, at any such time, require additions, deletions, amendments or modifications to the aforementioned insurance requirements, or may require such other and additional insurance, in such reasonable amounts, against such other insurable hazards, as the Port Authority may deem required and the Licensee shall promptly comply therewith.

(d) Each policy must be specifically endorsed to provide that the policy may not be cancelled, terminated, changed or modified without giving thirty (30) days' written advance notice thereof to the Port Authority. Each policy must be specifically endorsed to provide that the insurer "shall not, without obtaining express advance permission from the General Counsel of the Port Authority, raise any defense involving in any way the jurisdiction of the tribunal over the person of the Port Authority, the immunity of the Port Authority, its Commissioners, officers, agents or employees, the governmental nature of the Port Authority or the provisions of any statutes respecting suits against the Port Authority." The foregoing provisions or endorsements shall be recited in each policy or certificate to be delivered pursuant to the following paragraph (e).

(e) A certified copy of each policy or a certificate or certificates of insurance evidencing the existence thereof, or binders, shall be delivered to the Port Authority upon execution and delivery of this License by the Licensee to the Port Authority. In the event any binder is delivered it shall be replaced within thirty (30) days by a certified copy of the policy or a certificate of insurance. Any renewal policy shall be evidenced by a renewal certificate of insurance delivered to the Port Authority at least seven (7) days prior to the expiration of each

expiring policy, except for any policy expiring after the Expiration Date. The aforesaid insurance shall be written by a company or companies approved by the Port Authority. If at any time any insurance policy shall be or become unsatisfactory to the Port Authority as to form or substance or if any of the carriers issuing such policy shall be or become unsatisfactory to the Port Authority, the Licensee shall promptly obtain a new and satisfactory policy in replacement. If the Port Authority at any time so requests, a certified copy of each policy shall be delivered to or made available for inspection by the Port Authority.

(f) The foregoing insurance requirements shall not in any way be construed as a limitation on the nature or extent of the contractual obligations assumed by the Licensee under this License. The foregoing insurance requirements shall not constitute a representation or warranty as to the adequacy of the required coverage to protect the Licensee with respect to the obligations imposed on the Licensee by this License or any other agreement or by law.

11. Right of Entry Reserved. The Port Authority shall have the right at any time and as often as it considers necessary, to inspect the Vehicle Parking Spaces and (without any obligation so to do) to enter thereon to make ordinary repairs, and in the event of emergency to take such action therein as may be required for the protection of persons or property.

12. Rules and Regulations. The Licensee shall observe and obey (and compel its officers, employees, guests, invitees, and those doing business with it, to observe and obey) the rules and regulations and procedures of the Port Authority now in effect, and such further reasonable rules and regulations and procedures which may from time to time during the effective period of the permission granted under this License, be promulgated by the Port Authority for reasons of safety, health, preservation of property or maintenance of a good and orderly appearance of the Facility or for the safe and efficient operation of the Facility. The Port Authority agrees that, except in cases of emergency, it shall give notice to the Licensee of every rule and regulation hereafter adopted by it at least five (5) days before the Licensee shall be required to comply therewith.

13. Conduct of Operations.

(a) The Licensee shall immediately comply with all orders, directives and procedures as may be issued by the General Manager of the Facility covering the operations of the Licensee under this License at any time and from time to time. The Port Authority may, at any time and from time to time, without prior notice or cause, withdraw or modify any designations, approvals, substitutions or redesignations given by it hereunder. The Licensee shall comply with the directions of the General Manager of the Facility with respect to the movement and circulation of vehicles within the Facility.

(b) The Licensee shall not install any fixtures or make any alterations, additions, improvements or repairs to any property of the Port Authority except with the prior written approval of the Port Authority.

(c) The Licensee shall at all times maintain the Vehicle Parking Spaces in a clean and orderly condition and appearance. The Licensee shall immediately wipe up any oil, gasoline, grease, lubricants and other inflammable liquids and substances from, and shall immediately wipe up all liquids or substances having a corrosive or detrimental effect on the paving or other surface of the Vehicle Parking Spaces, which may leak, be spilled or be placed

upon the Vehicle Parking Spaces. The Vehicle Parking Spaces are to be used only for the parking of vehicles in accordance with the provisions of this License, and the Licensee agrees that no personal property of the Licensee or others may at any time be placed or installed in the Vehicle Parking Spaces. Without limiting the generality of the foregoing, the Licensee specifically agrees that it shall not store in the Vehicle Parking Spaces any automotive fuel, lubricating oil or grease or other chemicals.

(d) No signs, posters or similar devices shall be erected, displayed or maintained in view of the general public in or about the Vehicle Parking Spaces without the written approval of the General Manager of the Facility; and any not approved by him may be removed by the Port Authority at the expense of the Licensee. The Licensee shall not display, or permit the display of, advertising of third parties in the Vehicle Parking Spaces.

(e) Except as expressly herein permitted, the Licensee, its employees, invitees and those doing business with it shall have no right hereunder to park vehicles within the Facility, except in regular parking areas upon payment of regular charges therefor.

(f) The operations of the Licensee, its employees, invitees and those doing business with it shall be conducted in an orderly and proper manner and so as not to annoy, disturb or be offensive to others at the Facility. The Licensee shall provide and its employees shall wear or carry badges or other suitable means of identification, which shall be subject to the approval of the General Manager. The Port Authority shall have the right to object to the Licensee as to the demeanor, conduct and appearance of the Licensee's employees, invitees and those doing business with it, whereupon the Licensee will take all steps necessary to remove the cause of the objection.

(g) In the use of the means of ingress to and egress from the Vehicle Parking Spaces, the Licensee shall exercise a high degree of care to avoid injuries to persons and damage to property, and, in addition, the indemnity provided in the Section hereof entitled "*Indemnification of the Port Authority*" shall govern and apply to all claims of third persons for death, personal injuries or property damages which arise out of such use, regardless of the degree of care exercised and regardless of whether such use was by the Licensee or by others with its consent.

(h) The Licensee shall daily remove from the Facility by means of facilities provided by it all garbage, debris and other waste material (whether solid or liquid) arising out of or in connection with the permission granted hereunder, and any such not immediately removed shall be temporarily stored in a clean and sanitary condition, in suitable garbage and waste receptacles, the same to be made of metal and equipped with tight-fitting covers, and to be of a design safely and properly to contain whatever material may be placed therein; said receptacles being provided and maintained by the Licensee. The receptacles shall be kept covered except when filling or emptying the same. The Licensee shall exercise extreme care in removing such garbage, debris and other waste materials from the Facility. The manner of such storage and removal shall be subject in all respects to the continual approval of the Port Authority. No facilities of the Port Authority shall be used for such removal unless with its prior consent in writing. No such garbage, debris or other waste materials shall be or be permitted to be thrown, discharged or disposed into or upon the waters at or bounding the Facility.

(i) The Licensee understands and acknowledges that there will be no ingress to or egress from the Vehicle Parking Spaces permitted between the hours of 1:00 o'clock a.m. and 6:00 o'clock a.m. on any day of the week.

(j) The Licensee shall promptly observe, comply with and execute the provisions of any and all present and future rules and regulations, requirements, orders and directions of the National Fire Protection Association, the Insurance Services Office of New York and any other body or organization exercising similar functions which may pertain or apply to the Licensee's use of the Vehicle Parking Spaces hereunder. If by reason of the Licensee's failure to comply with the provisions of this paragraph, any fire insurance, extended coverage or rental insurance rate with respect to the Facility or any part thereof shall at any time be higher than it otherwise would be, then the Licensee shall on demand pay the Port Authority that part of all fire insurance premiums paid or payable by the Port Authority which shall have been increased because of such failure to comply.

14. Prohibited Acts.

(a) The Licensee shall not do or permit to be done any act which

(i) will invalidate or be in conflict with any fire insurance policies covering the Facility or any part thereof or upon the contents of any building thereon, or

(ii) will increase the rate of any fire insurance, extended coverage or rental insurance on the Facility or any part thereof or upon the contents of any building thereon, or

(iii) in the opinion of the Port Authority will constitute a hazardous condition, so as to increase the risks normally attendant upon the operations contemplated by this License, or

(iv) may cause or produce upon the Facility any unusual, noxious or objectionable smokes, gases, vapors or odors, or

(v) may interfere with the effectiveness or accessibility of the drainage and sewerage system, fire-protection system, sprinkler system, alarm system, fire hydrants and hoses, if any, installed or located or to be installed or located in or on the Facility, or

(vi) shall constitute a nuisance in or on the Facility or which may result in the creation, commission or maintenance of a nuisance in or on the Facility.

(b) For purposes of this Section, "Facility" includes all structures located thereon.

15. Specifically Prohibited Activities.

(a) The Licensee shall not dispose of nor permit anyone to dispose of any waste materials (whether liquid or solid) by means of any toilets, sanitary sewers or storm sewers at the Facility.

(b) The Licensee shall not dispose of, release or discharge nor permit anyone to dispose of, release or discharge any Hazardous Substance on the Facility. Any Hazardous Substance disposed of, released or discharged by the Licensee (or permitted by the Licensee to be disposed of, released or discharged) on the Facility shall upon Notice by the Port Authority to the Licensee be completely removed and/or remediated by the Licensee at its sole cost and expense.

(c) The Licensee shall not perform mechanical, electrical or structural repairs on vehicles at the Vehicle Parking Spaces. The Licensee shall not fuel, lubricate or paint vehicles in the Vehicle Parking Spaces. The Licensee shall not use any cleaning materials having a harmful or corrosive effect in the Vehicle Parking Spaces.

(d) The Licensee shall not fuel or defuel any equipment in the Vehicle Parking Spaces or elsewhere at the Facility without the prior approval of the General Manager of the Facility except in accordance with Port Authority rules and regulations.

(e) The Licensee shall not solicit business in the public areas of the Facility and shall not at any time use any electric amplifying devices or hand megaphones whatsoever.

16. Labor Disturbances.

(a) (i) The Licensee shall not employ any persons or use any labor, or use or have any equipment, or permit any condition to exist, which shall or may cause or be conducive to any labor complaints, troubles, disputes or controversies at the Facility which interfere or are likely to interfere with the operation of the Facility or any part thereof by the Port Authority or with the operations of the lessees, licensees, permittees or other users of the Facility or with the operations of the Licensee under this License.

(ii) The Licensee shall immediately give notice to the Port Authority (to be followed by written Notice and reports) of any and all impending or existing labor complaints, troubles, disputes or controversies and the progress thereof. The Licensee shall use its best efforts to resolve any such complaints, troubles, disputes or controversies.

(b) If any type of strike or other labor activity is directed against the Licensee at the Facility or against any operations pursuant to this License resulting in picketing or boycott for a period of at least forty-eight (48) hours, which, in the opinion of the Port Authority, adversely affects or is likely adversely to affect the operation of the Facility or the operations of other permittees, lessees or licensees thereat, whether or not the same is due to the fault of the Licensee, and whether caused by the employees of the Licensee or by others, the Port Authority may at any time during the continuance thereof, by twenty-four (24) hours' notice, revoke this License, effective at the time specified in the Notice. Revocation shall not relieve the Licensee of any liabilities or obligations hereunder which shall have accrued on or prior to the effective date of revocation.

17. Notices.

(a) Except where expressly required or permitted to be oral, or to be otherwise delivered, all notices, requests, consents and approvals and the like required to be given to or by either party (each, a "**Notice**") shall be in writing, and all Notices shall be personally delivered to

the duly designated officer or representative of such party or delivered to the office of such officer or representative during regular business hours or sent to him at such address by registered or certified mail or by nationally-known overnight courier.

(b) Until further notice, the Port Authority hereby designates its Executive Director, and the Licensee designates the Licensee's Representative, as their respective officers and representatives upon whom Notices may be served, and the Port Authority designates its office at 225 Park Avenue South, New York, New York 10003, and the Licensee designates its office at the address set forth on the Cover Page, as the respective offices where Notices may be served.

(c) The giving of any Notice shall be complete and effective upon receipt or, in the event of a refusal by the addressee, upon the first tender of the Notice to the addressee or at the address thereof.

18. No Broker. The Licensee represents and warrants that no broker has been concerned in the negotiation or execution of this License and that there is no broker who is or may be entitled to be paid a commission in connection therewith. The Licensee shall indemnify the Port Authority and save it harmless from any and all claims which have been or which may be made by any and all persons, firms, or corporations whatsoever for services in connection with the negotiation and execution of this License or in connection with any permission to use the Vehicle Parking Spaces.

19. Waiver of Trial by Jury. The Licensee hereby waives its right to trial by jury in any summary proceeding or action that may hereafter be instituted by the Port Authority against the Licensee in respect of the Vehicle Parking Spaces and/or in any action that may be brought by the Port Authority to recover fees, damages, or other sums due and owing under this License. The Licensee specifically agrees that it shall not interpose any claims as counterclaims in any summary proceeding or action for non-payment of fees or other amounts which may be brought by the Port Authority unless such claims would be deemed waived if not so interposed. The foregoing reference to summary proceedings shall not be construed to mean that a landlord-tenant relationship exists between the Port Authority and the Licensee.

20. Effect of Use after Expiration, Revocation or Termination: Without in any way limiting any other provision of this License, unless otherwise notified by the Port Authority in writing, in the event the Licensee continues its use of the Vehicle Parking Spaces after the expiration, revocation or termination of the effective period of the permission granted under this License, as such effective period of permission may be extended from time to time, in addition to any damages to which the Port Authority may be entitled under this License or other remedies the Port Authority may have by law or otherwise, the Licensee shall pay to the Port Authority a fee for the period commencing on the day immediately following the date of such expiration or the effective date of such revocation or termination and ending on the date that the Licensee shall surrender and completely vacate the Vehicle Parking Spaces, at a rate equal to twice the monthly fee as provided for herein then in effect. Nothing herein contained shall be deemed to give the Licensee any right to continue its use of the Vehicle Parking Spaces after the expiration, revocation or termination of the effective period of the permission granted under this License. The Licensee acknowledges that the failure of the Licensee to surrender, vacate and yield up the Vehicle Parking Spaces to the Port Authority on the effective date of such expiration, revocation or termination will or may cause the Port Authority injury, damage or loss. The Licensee hereby

assumes the risk of such injury, damage or loss and hereby agrees that it shall be responsible for the same and shall pay the Port Authority for the same whether such are foreseen or unforeseen, special, direct, consequential or otherwise and the Licensee hereby expressly agrees to indemnify and hold the Port Authority harmless against any such injury, damage or loss.

21. No Personal Liability. No Commissioner, officer, agent or employee of the Port Authority shall be charged personally by the Licensee with any liability, or held liable to it, under any term or provision of this License, or because of its execution or attempted execution, or because of any breach hereof.

22. No Waiver. No failure by the Port Authority to insist upon the strict performance of any agreement, term, covenant or condition of this License or to exercise any right or remedy consequent upon a breach or default thereof, and no extension, supplement or amendment of this License during or after a breach thereof, unless expressly stated to be a waiver, and no acceptance by the Port Authority of fees, charges or other payments in whole or in part after or during the continuance of any such breach or default, shall constitute a waiver of any such breach or default of such agreement, term, covenant or condition. No agreement, term, covenant or condition of this License to be performed or complied with by the Licensee, and no breach or default thereof, shall be waived, altered or modified except by a written instrument executed by the Port Authority. No waiver by the Port Authority of any default or breach on the part of the Licensee in performance of any agreement, term, covenant or condition of this License shall affect or alter this License but each and every agreement, term, covenant and condition thereof shall continue in full force and effect with respect to any other existing or subsequent breach or default thereof.

23. Construction and Application of Terms.

(a) The use of headings in this License is for convenience of reference only and in no way intended to define, limit or describe the scope or intent of any provision hereof.

(b) Wherever in this License a third person singular neuter pronoun or adjective is used, referring to the Licensee or the Port Authority, the same shall be deemed to refer to the Licensee or the Port Authority, regardless of the actual gender or number thereof. Wherever in this License a third person masculine pronoun or adjective is used to refer to an individual or individuals, the same shall be deemed to include the feminine and plural forms of the pronoun or adjective; and plural nouns or pronouns shall be deemed to include the singular.

(c) Any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not be applicable to the interpretation of this License or any amendments, addenda or supplements hereto or any endorsements, exhibits, schedules or other attachments hereto.

(d) The provisions and obligations contained in any endorsements, exhibits, schedules or other attachments hereto shall have the same force and effect as if set forth in full herein.

(e) To the extent that any provisions of this License are in any instance to be construed in accordance with the laws of a state, the laws of the State of New York shall apply.

24. Entire Agreement. This License, including the Cover Page, the Terms and Conditions, Special Endorsements and other attached exhibits, endorsements, schedules and other attachments, if any, constitutes the entire agreement of the parties on the subject matter hereof and may not be changed, modified, discharged or extended, except by written endorsement duly executed on behalf of the parties and attached hereto. The Licensee agrees that no representations or warranties shall be binding upon the Port Authority unless expressed in writing herein.

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INSURANCE SCHEDULE

(a) The Permittee named in the permit to which this Insurance Schedule is attached and of which it constitutes an integral part (the "Permit"), in its own name as insured and including the Port Authority as an additional insured, shall maintain and pay the premiums during the effective period of the Permit on a policy or policies of Commercial General Liability Insurance and Commercial Automobile Liability Insurance, including premises-operations and products-completed operations and covering bodily-injury liability, including death, and property damage liability, none of the foregoing to contain care, custody or control exclusions, and providing for coverage in the limit set forth below:

Minimum Limits	
Commercial General Liability Insurance	
Combined single limit per occurrence for death, bodily injury and property damage liability:	$2,000,000.00
Commercial Automotive Liability Insurance	
Combined single limit per occurrence for death, Bodily injury and property damage liability:	$5,000,000.00
Workers' Compensation and Employers Liability Insurance	
Permittee's obligations under the applicable State Workers' Compensation Law for those employees of the Permittee employed in operations conducted pursuant to the Permit at or from the Airport:	Statutory

In the event the Permittee maintains the foregoing insurance in limits greater than aforesaid, the Port Authority shall be included therein as an additional insured, except for the Workers' Compensation and Employers Liability Insurance policies, to the full extent of all such insurance in accordance with all terms and provisions of the Permit, including without limitation this Insurance Schedule.

(b) Each policy of insurance, except for the Workers' Compensation and Employers Liability Insurance policies, shall also contain an ISO standard "separation of insureds" clause or a cross liability endorsement providing that the protections afforded the Permittee thereunder with respect to any claim or action against the Permittee by a third person shall pertain and apply with like effect with respect to any claim or action against the Permittee by the Port Authority and any claim or action against the Port Authority by the Permittee, as if the Port Authority were the named insured thereunder, but such clause or endorsement shall not limit, vary, change or affect the protections afforded the Port Authority thereunder as an additional insured. Each policy of insurance shall also provide or contain a contractual liability endorsement covering the obligations assumed by the Permittee under this Permit.

(c) All insurance coverages and policies required under this Insurance Schedule may be reviewed by the Port Authority for adequacy of terms, conditions and limits of coverage at any time and from time to time during the period of permission under the Permit. The Port Authority may, at any such time, require additions, deletions, amendments or modifications to the above-scheduled insurance requirements, or may require such other and

additional insurance, in such reasonable amounts, against such other insurable hazards, as the Port Authority may deem required and the Permittee shall promptly comply therewith.

(d) Each policy must be specifically endorsed to provide that the policy may not be cancelled, terminated, changed or modified without giving thirty (30) days' written advance notice thereof to the Port Authority. Each policy shall contain a provision or endorsement that the insurer "shall not, without obtaining express advance permission from the General Counsel of the Port Authority, raise any defense involving in any way the jurisdiction of the tribunal over the person of the Port Authority, the immunity of the Port Authority, its Commissioners, officers, agents or employees, the governmental nature of the Port Authority or the provisions of any statutes respecting suits against the Port Authority." The foregoing provisions or endorsements shall be recited in each policy or certificate to be delivered pursuant to the following paragraph (e).

(e) A certified copy of each policy or a certificate of insurance evidencing the existence thereof, or binders, shall be delivered to the Port Authority upon execution and delivery of the Permit by the Permittee to the Port Authority. In the event any binder is delivered it shall be replaced within thirty (30) days by a certified copy of the policy or a certificate of insurance. Any renewal policy shall be evidenced by a renewal certificate of insurance delivered to the Port Authority at least thirty (30) days prior to the expiration of each expiring policy, except for any policy expiring after the date of expiration of the Permit. The aforesaid insurance shall be written by a company or companies approved by the Port Authority. If at any time any insurance policy shall be or become unsatisfactory to the Port Authority as to form or substance or if any of the carriers issuing such policy shall be or become unsatisfactory to the Port Authority, the Permittee shall promptly obtain a new and satisfactory policy in replacement. If the Port Authority at any time so requests, a certified copy of each policy shall be delivered to or made available for inspection by the Port Authority.

(f) The foregoing insurance requirements shall not in any way be construed as a limitation on the nature or extent of the contractual obligations assumed by the Permittee under the Permit. The foregoing insurance requirements shall not constitute a representation or warranty as to the adequacy of the required coverage to protect the Permittee with respect to the obligations imposed on the Permittee by the Permit or any other agreement or by law.

For the Port Authority

Initialed:

For the Permitee

: For Port Authority Use Only:
: Carrier License No. TBT-GHD-BLA-007

THE PORT AUTHORITY OF NEW YORK AND NEW JERSEY
225 Park Avenue South
New York, New York 10003

BUS CARRIER LICENSE AGREEMENT

1. **Carrier's Full Legal Name:** Greyhound Lines, Inc.

2. **Carrier's Address:** 15110 N Dallas Parkway
Dallas, Texas 75248

3. **Carrier's state and form of organization:** Delaware
(If Carrier is not an individual) Corporation

3. **Carrier's Representative:** Deanna Simsek, Assistant Director Real Estate
(name and title)

4. **Effective Date:** May 1, 2008

THE PORT AUTHORITY OF NEW YORK AND NEW JERSEY

Dated: April 30, 2008

By _____
name: Victoria Cross Kelly
title: Director, Tunnels, Bridges and Terminals

Port Authority Use Only:	
Approval as to Terms:	Approval as to Form:

GREYHOUND LINES, INC.
(Carrier)

By _____
name: J. D. Johnston
title: Vice President
Real Estate and Environment

Approved as to form
By _____
Attorney 9/24/09

- COVER PAGE -

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Insurance Rider

BUS CARRIER LICENSE AGREEMENT

THE PORT AUTHORITY OF NEW YORK AND NEW JERSEY, a body corporate and politic created by Compact between the States of New York and New Jersey with the consent of the Congress of the United States of America, having an office at 225 Park Avenue South, New York, New York 10003(the "**Port Authority**"), and the bus carrier identified on the Cover Page hereof (the "**Carrier**"), have executed this Agreement by the signatures of their respective duly authorized representatives on the Cover Page attached to the front of this Agreement, as of the date set forth on such Cover Page.

RECITALS

1. The Port Authority, acting in the public interest and in furtherance of the Comprehensive Plan for the Development of the Port of New York and pursuant to Chapter 95 of the Laws of New Jersey, 1946, and Chapter 443 of the Laws of New York, 1946, maintains and operates, on Eighth Avenue in the Borough of Manhattan, in the City, County and State of New York, a motor bus terminal (such terminal, together with additions thereto and extensions and replacements thereof, collectively, the "**PABT**").

2. The Port Authority, acting in the public interest and in furtherance of the Comprehensive Plan for the Development of the Port of New York and pursuant to Chapter 156 of the Laws of New Jersey, 1956, and Chapter 807 of the Laws of New York, 1955, as an addition and improvement to the George Washington Bridge, maintains and operates a bus passenger facility in Washington Heights in the Borough of Manhattan, in the City, County and State of New York (such bus passenger facility, together with additions thereto and extensions and replacements thereof, collectively, the "**GWBBS**").

3. The Carrier is engaged in the business of the transportation of passengers by Bus, and desires to use space and services provided by the Port Authority at the PABT and/or the GWBBS in connection with such business.

TERMS OF AGREEMENT

In consideration of the foregoing, the mutual promises contained herein and other valuable consideration, receipt of which is acknowledged, and intending to be legally bound, the parties hereto, for themselves, their successors and assigns, hereby agree as follows:

Article 1. Definitions

Unless the context requires another meaning, the following when used in this Agreement shall have the respective meanings set forth below in this Article 1. Unless otherwise noted, a defined term shall include, where appropriate to the context, the noun (singular and plural), verb and adjective forms of such term.

"**Activity Fee Installment**" shall have the meaning set forth in Section 4.1(b).

"**Activity Fees**" shall have the meaning set forth in Section 4.1(a).

"**Audit Findings**" shall have the meaning set forth in Section 4.5(b).

"**Bus**" shall mean a self-propelled highway vehicle designed and constructed for the carriage of passengers for hire, employing as a source of motive power (either directly or by electrical transmission) a reciprocating internal-combustion or a turbine engine (not including a jet-propulsion engine) utilizing as fuel, gasoline, diesel oil, or any other substance utilized by highway vehicles as fuel and permitted by the laws of New York and by those of New Jersey then in effect and also under the then existing rules and regulations governing the use of the Lincoln Tunnel.

"**Central Manhattan**" shall mean that portion of the Borough of Manhattan, City, County and State of New York, which lies (1) north of: (i) the center-line of East Houston Street, as the said street exists and as the said line runs and is extended easterly from the center-line of Broadway to the easterly shore of Manhattan Island; (ii) the center-line of West Houston Street as the said street exists and as the said line runs from the center-line of Broadway westerly to the center-line of the Avenue of the Americas, and (iii) the center-line of West Houston Street as the said street exists and as the said line runs and is extended westerly from the center-line of the Avenue of the Americas to the westerly shore of Manhattan Island; and (2) south of the center-line of West 160th Street as the said street exists and as the said line runs and is extended easterly to the easterly shore of Manhattan Island and westerly to the westerly shore thereof.

"**Charter**" shall mean an arrangement made by a carrier with an individual, firm, corporation or other legal entity (other than a group formed solely for the purpose of the movement involved) for the transportation of more than one person in one or more Buses as a single movement, occasional and non-repetitive, without contractual relation between the carrier and the individuals so transported. A "**Charter Coach**" shall be a Bus operated under the provisions of a charter, as herein defined, and "**Charter Operations**" shall mean the operation of a Charter Coach or Charter Coaches.

"**Contract Carriage**" shall mean repetitive operation of Buses for hire over substantially the same routes and for substantially the same persons but not covered by Regular Route Operation or Irregular Route Operation certificates held by the carrier involved.

"**cost**" shall mean: (1) payroll costs of the Port Authority, including contributions to the Retirement System, or the cost of participation in other pension plans or systems, insurance costs, including sums reserved for or allocated to self-insurance funds, and sick-leave, holiday, vacation and authorized-absence pay; (2) cost of materials and supplies used; (3) payments to contractors; (4) any other direct costs; and (5) thirty percent (30%) of the sum of the foregoing.

"**Cover Page**" shall mean the page, designated "Cover Page", attached to the front of this Agreement and forming an integral part hereof.

"**day**" shall mean, and "**daily**" shall refer to, a calendar day.

"**Departure Fee**" shall have the meaning set forth in Section 4.1(a).

"**Departures**" shall mean Bus departures from the Facility.

"**Dispatcher**" shall have the meaning set forth in Section 7.4.

"**Effective Date**" shall mean the date set forth on the Cover Page as the "Effective Date".

"**Executive Director**" shall mean the person or persons from time to time designated by the Port Authority to exercise the powers and functions vested in the Executive Director by this Agreement; but until further notice from the Port Authority to the Carrier it shall mean the Executive Director of the Port Authority for the time being or his duly designated representative or representatives.

"**Facility**" shall mean either or both of the PABT and the GWBBS, as the context requires.

"**Gate Fee**" shall have the meaning set forth in Section 4.1(a).

"**General Manager**" shall mean the person or persons from time to time designated by the Port Authority to exercise the powers and functions vested in the said General Manager by this Agreement, but until further notice from the Port Authority to the Carrier, it shall mean the General Manager (or Acting General Manager) of the Facility for the time being, or his duly designated representative or representatives.

"**GWBBS**" shall have the meaning set forth in Recital 2 above.

"**Holiday**" shall mean only such days as may be declared "holidays" or "legal holidays" by the Legislature of the State of New York.

"**Irregular Route Operations**" shall mean all operation of motor vehicles for transportation to and from the City of New York as a common carrier of passengers and their baggage pursuant to a certificate of public convenience and necessity (or portion thereof) which specifies irregular route operation, but shall not include Charter Operations.

"**Labor Trouble**" shall mean any type of strike, boycott, picketing, work stoppage, work slowdown or other disturbance, complaint, dispute or controversy involving labor, regardless of the employ or the employment status of the persons involved.

"**Loading Position**" shall mean a location on a Vehicular Level, including a gate or a platform position, designated for passengers to be loaded onto, or unloaded from, Buses.

"**Long Distance Service**" shall mean service with a final destination that (x) is outside of the Short Haul Area (as defined below) and (y) is not a Park/Ride Lot.

"**Middle Distance Destination**" shall mean a destination within the Short Haul Area that is more than twenty-five (25) miles from the Facility.

"**Middle Distance Percentage Fee**" shall have the meaning set forth in Section 4.1(a).

"**Non-Revenue Departures**" shall mean Departures of Buses that are not carrying, and not offering to carry, passengers.

"**Northern Manhattan**" shall mean that portion of the Borough of Manhattan in the City, County and State of New York, which lies north of the center-line of West 160th Street as the said street exists and as the said line runs and is extended easterly to the easterly shore of Manhattan Island and westerly to the westerly shore thereof.

"**Notice**" shall have the meaning set forth in Section 14.1(a).

"**PABT**" shall have the meaning set forth in Recital 1 above.

"**Peak Period**" shall have the meaning set forth in Section 10.2.

"**Pooling Arrangement**" shall have the meaning set forth in Section 10.1.

"**Pooling Partner**" shall have the meaning set forth in Section 10.1.

"**Quarterly Reconciliation Form**" shall have the meaning set forth in Section 4.1(b).

"**Regular Route Operations**" shall mean all operation of motor vehicles for transportation to and from the Facility as a common carrier of passengers and their baggage pursuant to a certificate of public convenience and necessity, which is conducted under individual contracts with such passengers, over public highways specified in the said certificate, repetitively and with a fixed periodicity in accordance with previously established schedules.

"**Required Deposit Amount**" shall have the meaning set forth in Section 12.1(a).

"**Short Haul Service**" shall mean service with a final destination (x) within the "Short Haul Area" set forth on Exhibit 1 or (y) at a Park/Ride Lot.

"**Space**" shall have the meaning set forth in Section 2.1(a).

"**Surface Transportation Board**" shall mean not only such governmental board or agency as it now exists, but also any governmental board, official agency or authority hereafter exercising the same or similar powers or jurisdiction.

"**Term**" shall have the meaning set forth in Section 2.2(b).

"**Vehicular Level**" shall mean any floor or story at the Facility designed for use by Buses.

Article 2. License

Section 2.1 Grant of License

(a) License to use Space. The Port Authority hereby grants to the Carrier a license to use, on a non-exclusive basis, one or more Loading Positions (which may include Loading Positions to be shared with one or more other bus carriers) as shall be specified from time to time by the General Manager (collectively, the "**Space**") in one of the areas provided for the standing of Buses at the Facility (not including any space then exclusively licensed or premises leased to others). Without limiting the generality of the foregoing and the General Manager's right generally to assign and reassign particular Loading Positions from time to time, if at any time or times a condition exists at the Facility or elsewhere (including without limitation special and seasonal traffic conditions, strikes, Labor Trouble, construction work or damage to the Facility) which in the General Manager's opinion may affect the safe or efficient handling of passengers or Buses at the Space, he may assign or designate for use by the Carrier space elsewhere at the Facility, and the Carrier shall use the same for the duration of the condition. While such assignment or designation is in effect, the space so assigned shall be deemed to be the Space for the purposes of this Agreement.

(b) Unavailability during Certain Hours. The Carrier recognizes that the Upper Bus Level of the PABT will be closed on all days during the hours of 1:00 o'clock a.m. through 6:00 o'clock a.m. In the event that the Carrier conducts operations during such hours, other space will be provided to the Carrier by the General Manager for such operations, such space to be used, as designated by the General Manager, in common with other carriers.

(c) Nonexclusive Areas. The Port Authority shall provide a waiting-room area and free, nonexclusive toilets at the Facility and shall designate the same for the use of the Carrier's passengers, in common with passengers of other carriers and with the public. The Carrier's passengers will be permitted to use such areas, subject to and upon compliance with the applicable terms and conditions of this Agreement and the rules and regulations of the Port Authority. The Port Authority may remove violators and exclude repeated violators from the Facility.

(d) Ingress and Egress. The Carrier and its officers, employees and passengers shall have the right of ingress and egress between the Space and the streets outside the Facility. Such right shall be exercised by means of the pedestrian or vehicular ways (to be used in common with others having rights of passage within the Facility and in accordance with the rules and regulations of the Port Authority) as may from time to time be designated by the Port Authority for the type of traffic involved for the use of carriers or for the use of the public. The Port Authority may at any time temporarily or permanently close, or consent to or request the closing of, any such way so long as reasonable means of ingress and egress remains available. The Carrier hereby releases and discharges the Port Authority of and from any and all claims, demands and causes of action which the Carrier may now or at any time hereafter have arising or alleged to have arisen out of the closing of any such way, or of any street, roadway or other public areas, whether within or outside the Facility. The direction of traffic on stairways and escalators and in halls, corridors and other portions of the Facility shall be at all times subject to determination and redetermination by the General Manager. The General Manager may discontinue the operation of all or any number of the escalators for such period or periods as he may determine advisable, in the interests of safety, efficiency or economy of operation of the Facility or for repair or maintenance.

(e) Other Rights and Privileges by Separate Agreement. Nothing in this Agreement shall be construed to grant to the Carrier any rights or privileges with respect to any of the following, which shall be the subject of separate agreements: offices or drivers' rooms, etc.; ticket selling space; Bus parking within the Facility; parcel-checking space for any carrier providing parcel-checking service for other carriers', as well as its own, ticketed passengers.

(f) No Interest in Real Property. Nothing in this Agreement shall be construed to grant to the Carrier any interest or estate in real property.

Section 2.2 Effective Period

(a) Effectiveness. This Agreement shall be effective and binding upon execution by both the Port Authority and the Carrier.

(b) Term. The effective period of the license granted hereby (the "**Term**") shall commence at 12:01 a.m. on the Effective Date and shall expire at 11:59 p.m. on the day preceding the fifth (5th) anniversary of the Effective Date, except that it shall terminate with any earlier termination of this Agreement. The Port Authority shall be obligated to provide services to the Carrier only during the Term.

(c) Entry Prior to Effective Date. For a period of fourteen (14) days immediately prior to the Effective Date, the Carrier shall have the right to enter the Facility in order to familiarize its employees with the same and with the intended uses thereof.

Section 2.3 Assignment and Subcontract

Except with the prior written approval of the Port Authority (except as specifically provided in Section 10.1 below with respect to Pooling Arrangements), the Carrier shall not sell, transfer, mortgage, pledge or assign this Agreement or any rights or obligations hereunder, and shall not subcontract the performance of any of its obligations hereunder, or the exercise, in whole or in part, of its rights, licenses and privileges hereunder.

Article 3. Use

Section 3.1 Permitted Use of Space

The Carrier shall use the Space for the following purposes only and for no other purpose whatsoever: the standing of Buses operated by the Carrier for the transportation of passengers and their hand baggage while such Buses are being loaded or unloaded or are waiting for loading or unloading. No Bus shall be permitted to remain in the Space for longer than the time reasonably necessary for the operations of the Carrier in connection therewith. In the event the departure of any Bus which is unloading is scheduled more than twenty (20) minutes after its arrival, such Bus shall leave immediately upon unloading its passengers, unless otherwise directed or permitted by the General Manager. In the event that any Bus of the Carrier shall be in the Space for as long as twenty (20) consecutive minutes, the Carrier shall remove the same from the Facility within five (5) minutes after request to do so made by the General Manager, which request may be made orally to the Dispatcher or, in the absence of a Dispatcher, to the driver; in the event of failure to remove the Bus upon such request, the Port Authority shall have the right to remove the Bus to any point within or outside the Facility at its discretion and to leave the Bus at such point, all at the Carrier's risk and cost, such cost to be payable to the Port Authority on demand.

Section 3.2 Right and Obligation to Use Facility

(a) *Regular Operations*. The Carrier agrees to use the Facility for all its Regular Route Operations to and from Central Manhattan or Northern Manhattan, as applicable, except to the extent consented to in advance by the General Manager.

(b) *Charter Operations*. The Carrier may use the Facility for Charter Operations to and from the City of New York.

(c) *Uses Not Permitted*. This Agreement does not permit the Carrier to use the Facility when the Carrier is performing Contract Carriage or Charter Operations, unless approved in writing by the General Manager.

Section 3.3 Discontinuance of Other Terminals

Except when required or requested by governmental authorities to meet emergency conditions or national defense requirements, the Carrier shall not pick up or discharge passengers or baggage at any point, terminal or station in Central Manhattan or Northern Manhattan (as the case may be) other than the Facility, except to the extent consented to in advance by the General Manager.

Article 4. Fees

Section 4.1 Fees

(a) *Fees*. For the right to use the Space and to utilize the services provided under this Agreement the Carrier shall pay to the Port Authority the following:

(1) *Gate/Platform Position Fee*. The annual amount set forth in Schedule 1 (the "**Gate Fee**"), which shall be payable as provided in the following paragraph (b) of this Section 4.1; provided, however, that where a Loading Position has been assigned to the Carrier to be shared with one or more other bus carriers, the Gate Fee with respect to such Loading Position shall be one hundred twenty percent (120%) of the amount set forth in Schedule 1, and the total of such increased Gate Fee shall be shared equally by

the Carrier and such other bus carrier(s); for example, if the Loading Position has been assigned to be shared by two bus carriers, each shall pay directly to the Port Authority an adjusted Gate Fee equal to sixty percent (60%) of the Gate Fee set forth in the then-current Gate Fee schedule.

(2) *Activity Fees.* The Departure Fee and the Middle Distance Percentage Fee (collectively, the "**Activity Fees**"), as follows: which shall be payable as provided in the following paragraph (b) of this Section 4.1:

(i) The amount set forth in Schedule 2 (the "**Departure Fee**") for each Fee Departure of a Bus operated by the Carrier or on its behalf.

(ii) An amount (the "**Middle Distance Percentage Fee**"), equal to the percentage set forth in Schedule 2, of all monies paid or payable to the Carrier on account of all tickets (including round-trip tickets) sold or issued in the Borough of Manhattan for transportation of passengers for passage between the Facility and Middle Distance Destinations, including the total purchase price of tickets for transportation partly on lines of the Carrier and partly on lines of others), but not including (x) tickets sold or issued for transportation wholly on lines operated by others or for transportation under charters of the Carrier or others or (y) "commutation tickets", which shall mean tickets usable by the purchaser only, for ten (10) or more one-way trips, good over a period of time the number of days in which shall not be greater than the number of trips multiplied by two (2).

The Activity Fees shall be payable in the manner provided in the following Paragraph (b) of this Section 4.1.

(b) Manner of Payment of Fees.

(1) *Gate Fee.* The Gate Fee shall be payable in advance in equal monthly installments on the Effective Date and on the first day of each calendar month throughout the Term, provided, however, that if the Effective Date is other than the first day of a calendar month, there shall be payable on the Effective Date an installment of the Gate Fee in an amount equal to the amount of the said equal monthly installment multiplied by a fraction of which the numerator shall be the number of days from the Effective Date through the last day of the month in which the Effective Date occurs, including both such days, and the denominator shall be the actual number of days in that month.

(2) *Activity Fees.* The Carrier shall pay the Activity Fees as follows:

(i) Not later than the beginning of each calendar year (or the Effective Date, as the case may be) the Port Authority shall determine a monthly amount (the "**Activity Fee Installment**") to be paid by the Carrier each month of that calendar year on account of the Activity Fees, and shall notify the Carrier accordingly. The Activity Fee Installment shall be due and payable on the first day of each calendar month.

(ii) In determining the amount of the Fixed Fee Payment, the Port Authority will consider the rates of the Activity Fees and the Carrier's third highest monthly activity level in the preceding four reported quarters (to the extent applicable) and such other factors as the Port Authority may deem appropriate. The amount of the Activity Fee Installment may be adjusted from time to time by the Port Authority, in its discretion, to reflect significant changes in the operations of the Carrier that would affect activity levels.

(iii) Within fifteen (15) days after the end of each calendar quarter, the Carrier shall deliver to the Port Authority a report, certified by a responsible officer of the Carrier, consolidating the information provided in the Monthly Summary of Daily Departures reports required pursuant to Section 4.4(a) below and setting forth actual levels of activity during that quarter relevant to the calculation of the Activity Fees, such report (the "**Quarterly Reconciliation Form**") to be substantially in the form attached as Exhibit 2. Based upon the Quarterly Reconciliation Form, the Port Authority will issue an adjustment invoice or credit, as appropriate, to the Carrier.

Section 4.2 Fees Subject to Change

(a) Fees Subject to Change. The Gate Fee and the Activity Fees shall be subject to change, on thirty (30) days' notice, at the sole discretion of the Port Authority, as determined by resolution of its Board of Commissioners. Other fees and charges shall be subject to change without notice.

(b) Special Right of Termination. In the event of any change in the Gate Fee or Activity Fees, the Carrier shall, in addition to its rights of termination provided in Article 11 below, have the right, on ten (10) days' notice, to terminate this Agreement and discontinue its operations hereunder.

Section 4.3 Place and Form of Payments

(a) Place and Form. All payments required of the Carrier by this Agreement shall be made to the Port Authority by good checks drawn on an account at a bank that is a member of the New York Clearing House Association (or any successor body of similar function) and mailed to the following address:

THE PORT AUTHORITY OF NEW YORK
AND NEW JERSEY
P.O. BOX 95000-1556
PHILADELPHIA, PENNSYLVANIA 19195-0001

or made pursuant to the following wire transfer instructions:

Bank:	TD Bank 6000 Atrium Way Mount Laurel NJ 08054
Bank ABA Number:	031201360
Account Number:	
Beneficiary Name	The Port Authority of NY & NJ

or sent to such other address, or made pursuant to such other wire transfer instructions, as may hereafter be substituted by the Port Authority, from time to time, by notice to the Carrier.

(b) Acceptance by Port Authority. No payment by the Carrier or receipt by the Port Authority of a lesser amount than that which is due and payable under the provisions of this Agreement at the time of such payment shall be deemed to be other than a payment on account of the earliest fees then due, nor shall any endorsement or statement on any check or in any letter accompanying any check or payment be deemed an accord and satisfaction, and the Port Authority may accept such check or payment without prejudicing in any way its right to recover the balance of such fees or to pursue any other remedy provided in this Agreement or by law.

Section 4.4 Books and Records

(a) Maintenance and Reporting. The Carrier shall maintain, in accordance with accepted accounting practice, records and books of account recording all its transactions at, throughout, or in any way connected with the Facility, and shall (except as provided below in subparagraph (2) with respect to daily records of Bus Departures) keep the same for a period of seven (7) years after the making of such records, either within the Port of New York and New Jersey District, or at the office of the Carrier's representative set forth on the Cover Page; provided, however, that if such records are kept outside of the Port of New York and New Jersey District, the Carrier shall pay the transportation, hotel, food, etc. expenses of the agents and employees of the Port Authority in the event of an audit pursuant to paragraph (b) below. As a part of such records, the Carrier shall cause to be prepared the following:

(1) On or before the fifteenth (15th) day of each calendar month, the Carrier shall prepare, and make available for inspection by the Port Authority, a report of all Departures during the previous month, listing and classifying the same as follows: (w) Sales of tickets for transportation between the Facility and Middle Distance Destinations; (x) Long Distance Service Departures of Buses other than Charter Coaches; (y) Departures of Charter Coaches; (z) Short Haul Service Departures of Buses other than Charter Coaches, specifying separately those Departures having a Park/Ride Lot as the final destination. In each such classification, Non-Revenue Departures shall be separately identified. The foregoing report shall be made on the Monthly Summary of Daily Departures form, a copy of which is attached as Exhibit 3 (or an equivalent form as used by the Carrier itself, provided such form has been approved by the Port Authority). The Monthly Summary of Daily Departures form for the three months of each calendar quarter shall be delivered to the Port Authority together with the Quarterly Reconciliation Form.

(2) The Carrier shall prepare a daily record of Bus Departures made by the Dispatcher, or by another employee of the Carrier, on the Dispatch Record form, a copy of which is attached as Exhibit 4 (or an equivalent form as used by the Carrier itself, provided such form has been approved by the Port Authority), one complete copy of which shall be delivered daily to the General Manager; the Carrier shall retain each such daily record of Bus Departures for a period of at least eighteen (18) months.

(b) Port Authority Audit. The Carrier shall permit, at any time during ordinary business hours, the examination and audit of all such records and books of account by the agents and employees of the Port Authority.

Section 4.5 Late and Service Charges

(a) Late Charges. If the Carrier should fail to pay any amount required under this Agreement (including without limitation the full amount of any Activity Fee Installment) when due to the Port Authority, or if any such amount is found to be due as the result of an audit, then, in such event, the Port Authority may impose (by statement, bill or otherwise) a late charge with respect to each such unpaid amount for each late charge period (described below) during the entirety of which such amount remains unpaid, each such late charge not to exceed an amount equal to eight-tenths of one percent of such unpaid amount for each late charge period. There shall be twenty-four late charge periods on a calendar year basis; each late charge period shall be for a period of at least fifteen (15) calendar days, except that one late charge period each calendar year may be for a period of less than fifteen (15) (but not less than thirteen) calendar days. Without limiting the generality of the foregoing, late charge periods in the case of amounts found to have been owing to the Port Authority as the result of Port Authority audit findings shall consist of each late charge period following the date the unpaid amount should have been paid under this Agreement. Each late charge shall be payable immediately upon demand made at any

time therefor by the Port Authority. No acceptance by the Port Authority of payment of any unpaid amount or of any unpaid late charge amount shall be deemed a waiver of the right of the Port Authority to payment of any late charge or late charges payable under the provisions hereof with respect to such unpaid amount. Each late charge shall be recoverable by the Port Authority in the same manner and with like remedies as if it were originally a part of the fees payable under this Agreement. Nothing herein is intended to, or shall be deemed to, affect, alter, modify or diminish in any way (x) any rights of the Port Authority under this Agreement, including without limitation the Port Authority's rights set forth in the Section entitled "Termination by the Port Authority", or (y) any obligations of the Carrier under this Agreement. In the event that any late charge payable hereunder exceeds a legal maximum applicable to such late charge, then, in such event, each such late charge shall be payable instead at such legal maximum.

(b) Service Charge. In the event that upon conducting an examination and audit as provided in Section 4.4(b) above, entitled "*Port Authority Audit*", the Port Authority determines that unpaid amounts are due to the Port Authority by the Carrier (the "**Audit Findings**"), the Carrier shall be obligated, and hereby agrees, to pay to the Port Authority a service charge in the amount equal to five percent (5%) of the Audit Findings. Each such service charge shall be payable immediately upon demand (by notice, bill or otherwise) made at any time therefor by the Port Authority. Such service charge(s) shall be exclusive of, and in addition to, any and all other moneys or amounts due to the Port Authority by the Carrier under this Agreement or otherwise. No acceptance by the Port Authority of payment of any unpaid amount or of any unpaid service charge shall be deemed a waiver of the right of the Port Authority of payment of any late charge(s) or other service charge(s) payable under the provisions of this Agreement with respect to such unpaid amount. Each such service charge shall be and become a fee, recoverable by the Port Authority in the same manner and with like remedies as if it were originally a part of the fees to be paid hereunder. Nothing in this Section is intended to, or shall be deemed to, affect, alter, modify or diminish in any way (x) any rights of the Port Authority under this Agreement, including, without limitation, the Port Authority's rights to terminate this Agreement or (y) any obligations of the Carrier under this Agreement.

Section 4.6 Effect of Use and Occupancy after Expiration or Termination

Without in any way limiting any other provision of this Agreement, unless otherwise notified by the Port Authority in writing, in the event the Carrier continues its use and occupancy of the Space after the expiration or termination of the effective period of the license granted under this Agreement, as such effective period of the license may be extended from time to time, in addition to any damages to which the Port Authority may be entitled under this Agreement or other remedies the Port Authority may have by law or otherwise, the Carrier shall pay to the Port Authority a fee for the period commencing on the day immediately following the date of such expiration or the effective date of such termination and ending on the date that the Carrier shall surrender and completely vacate the Space at a rate equal to twice the monthly fee as provided for herein then in effect. Nothing herein contained shall be deemed to give the Carrier any right to continue its use and occupancy of the Space after the expiration or termination of the effective period of the license granted under this Agreement. The Carrier acknowledges that its failure to surrender, vacate and yield up the Space to the Port Authority on the effective date of such expiration or termination will or may cause the Port Authority injury, damage or loss. The Carrier hereby assumes the risk of such injury, damage or loss and hereby agrees that it shall be responsible for the same and shall pay the Port Authority for the same whether such are foreseen or unforeseen, special, direct, consequential or otherwise, and the Carrier hereby expressly agrees to indemnify and hold the Port Authority harmless against any such injury, damage or loss.

Article 5. Facility Services

Section 5.1 Maintenance and Repair of Facility

(a) Repairs. Except as otherwise provided in this Agreement, the Port Authority shall make such repairs as may be necessary to keep the Facility in good operating condition. The Carrier shall have no claim or remedy against the Port Authority for breach of such obligation, unless reasonable notice of the necessity for repairs shall have been given to the Port Authority in writing. In the event the Surface Transportation Board or the Public Service Commission of the State of New York or another governmental regulatory body having jurisdiction over the operations of the Carrier in the City of New York orders the Carrier to discontinue use of the Facility unless an alteration is made therein, the Port Authority, upon reasonable notice from the Carrier of such requirement, shall proceed to make the necessary alteration.

(b) Cleaning. The Port Authority shall be responsible for cleaning the public areas of the Facility and the Space. Subject to the availability of equipment and to other commitments, the Port Authority will promptly remove snow from exposed portions of the Facility used by Buses.

(c) Extraordinary Cleaning Services. The Port Authority will clean all fuel and other spills originating from the Carrier's Buses, and the Carrier shall pay the Port Authority's standard charges therefor on demand.

Section 5.2 Utilities, etc.

(a) Lighting. The Port Authority shall supply in the Space electricity in reasonable quantities for illumination purposes, by which is meant only the energizing of incandescent and fluorescent fixtures. The Port Authority shall supply bulbs and tubes for illumination purposes.

(b) Telephone Service. To the extent and for the time permitted by the supplier of telephone service to the Facility, the Port Authority shall provide an internal telephone system interconnecting telephone stations on (to the extent applicable) the Vehicular Levels, the main concourse, the suburban concourse and the entrance ramp at the point (outside the Facility) where the said ramp meets Dyer Avenue. The Port Authority shall cause to be installed and interconnected in such system a telephone station in the Dispatcher's booth space, if any, in the Space, upon condition that the Carrier shall continue at all times to satisfy the requirements of the supplier of telephone service with respect thereto, other than in paying the charge for installation and the rental of such station or stations in the Space. The internal system will be connected with a central office of the supplier of telephone service, and incoming calls only may be received by the Carrier from such central office at such stations in the Space.

(c) Employee Toilets. The Port Authority shall provide free non-exclusive toilets for the Carrier's employees using the Facility.

Section 5.3 Signs and Advertising

(a) Directional Signs. The Port Authority shall furnish directional signs for the convenience of the traveling public and directional signs for vehicular traffic, maintained at such points in the Facility as the Port Authority may determine.

(b) Consent Required. Except as provided or otherwise with the consent of the Port Authority, the Carrier shall not maintain or display any advertising, signs, posters or similar devices at the Facility except such as may be affixed to the interior or exterior of Buses operated by the Carrier.

Section 5.4 Disabled Buses

Upon request of the Carrier, the Port Authority shall tow any Bus disabled in the Facility (if such Bus is capable of being towed on its wheels) from the point of original disablement to a point within or without the Facility, as designated by the Port Authority. The Port Authority shall have the right at all times to remove Buses disabled in the Facility to such point within or without the Facility as may be designated by the Port Authority. Towing and removal performed pursuant to this paragraph shall be at the Carrier's risk and the Carrier shall pay the Port Authority's standard charges therefor on demand.

Article 6. Services Provided on Behalf of Carrier

Section 6.1 Schedule Information

(a) Information Provided. The Port Authority will provide to the public at the Facility information concerning the services, schedules and rates of the Carrier (except for Charter Coach and tour services and rates) during all hours necessary for adequate service to the public.

(b) Carrier to Supply Information.

(1) At the PABT, the Carrier shall supply all service, schedule and rate information to the Port Authority in the form of printed schedules and in an electronic format approved by the Port Authority. The Port Authority shall provide to the public only information previously so supplied to it by the Carrier. If the number of printed schedules is insufficient, in the Port Authority's reasonable opinion, to meet customer demand, the Port Authority shall notify the Carrier, specifying the additional quantity of printed schedules to be provided, and the Carrier, within forty-eight (48) hours thereafter, shall provide to the Port Authority such additional quantity of printed schedules. In the event that the Carrier fails to deliver such additional quantity of printed schedules within such forty-eight hour period, the Port Authority shall have the right (but not the obligation) to have photocopies of the printed schedules produced by a copying service, and the Carrier shall, on demand, pay to the Port Authority the cost thereof, plus a service charge in the amount of one hundred fifty percent (150%) of such cost.

(2) At the GWBBS, the Carrier shall supply all service, schedule and rate information to the Port Authority in an electronic format approved by the Port Authority. The Carrier may also, subject to the Port Authority's prior approval, provide printed schedule information as necessary at a kiosk location within the GWBBS.

(3) The Carrier shall supply information (electronically, and as applicable, in the form of printed schedules) as to each schedule change ten (10) days, if possible, before such change is to become effective, but in any event sufficiently soon to be handled by the information system.

(c) Accuracy of Information. The Carrier shall be responsible for the accuracy of all information supplied by it to the Port Authority. The Port Authority shall have no liability whatsoever with respect to any information, whether or not disseminated to the public, relating to the Carrier's services, schedules or rates.

Article 7. Carrier's Operations

Section 7.1 Method of Operations

(a) Service to the Public. The Carrier shall furnish good, prompt and efficient service at the Facility and shall furnish the said service on a fair, equal and non-discriminatory basis to the general public.

(b) Conduct of Employees and Passengers. The Carrier shall conduct all its operations at the Facility in an orderly, proper and courteous manner and so as not to annoy, disturb or be offensive to others at the Facility, and shall provide and shall require its employees at all times to wear or carry uniforms, badges or other suitable means of identification. All means of identification shall be subject to the prior and continuing written approval of the Port Authority. The Port Authority shall have the right to object to the Carrier regarding the demeanor and conduct of its employees and passengers, whereupon the Carrier shall take all steps reasonably necessary to remove the cause of the objection.

Section 7.2 Rules and Regulations

The Carrier shall observe and comply with, shall compel its officers and employees to observe and comply with, and shall use its best efforts to cause its passengers, guests, invitees and others doing business with it to observe and comply with the Port Authority's Rules and Regulations, a copy of which is attached as Exhibit 5, and such further rules and regulations, including all amendments and supplements thereto, as may be promulgated by the Port Authority from time to time. The Port Authority shall, except in cases of emergency, give notice to the Carrier of every rule or regulation hereafter adopted by it at least five (5) days, exclusive of Saturdays, Sundays and Holidays, before the Carrier shall be required to comply therewith.

Section 7.3 Cooperation

The Carrier shall cooperate with the Port Authority in all matters relating to the safe and efficient operation of the Facility by the Port Authority and shall require its employees to do so.

Section 7.4 Dispatcher

Subject to the reasonable direction of the Port Authority, the Carrier shall dispatch its Buses. The Carrier shall take the precautions at the gates and platforms adjacent to the Space reasonably necessary to assure the safety of its passengers and other persons. For the performance of the foregoing, the Carrier shall designate one of its employees to be on duty at the Facility with the necessary authority from the Carrier to direct the placing, movement and departure of its Buses at and from the Space (such designated employee, the "**Dispatcher**"). The Dispatcher shall, together with all other employees of the Carrier at the Facility, cooperate with employees of the Port Authority. In periods of light traffic volume, the Carrier may designate Bus drivers as Dispatchers.

Section 7.5 Requirements as to Buses

(a) Restrictions as to Type and Size. Prior to introducing into the Facility any type, style, size or model of Bus theretofore not operating at the Facility, the Carrier shall in all events obtain the General Manager's written approval (notwithstanding that any such type, style, size or model of Bus or its proposed manner of operation in the Facility may conform to the following restrictions). All Buses shall, in any event, be subject to the following restrictions:

(1) Buses shall not exceed one hundred two (102) inches in width.

(2) Buses shall have a maximum gross loaded weight not in excess of forty-eight thousand (48,000) pounds avoirdupois, distributed to provide not more than twenty thousand (20,000) pounds per axle.

(3) Buses operating on the Lower Bus Level of the PABT shall not exceed 12 feet in height.

(4) Buses operating on the Intermediate Bus Level (Third Floor) and Upper Bus Level (Fourth Floor) of the PABT shall not exceed 11 feet 6 inches in height.

(5) Buses operating on the Lower Bus Level of the GWBBS shall not exceed 11 feet 6 inches in height, and shall not exceed 40 feet in length.

(6) Buses shall not exceed 45 feet in length; notwithstanding the foregoing, however, articulated Buses (*i.e.*, two-unit buses with a flexible coupling connection between the units) may operate in the Facility, provided that they may use only pull-through platforms designated by the General Manager.

(7) Buses fueled by Compressed Natural Gas ("CNG") may operate only in designated locations in the PABT.

(b) Condition of Buses. Buses shall be kept clean and maintained in good working order.

(c) Operation. Buses shall be operated in strict compliance with all applicable laws, rules and regulations, including without limitation the laws of New York and those of New Jersey and also under the rules and regulations governing the use of the Lincoln Tunnel and the George Washington Bridge.

(d) Scheduling of Departure Times. The Carrier shall make reasonable efforts to schedule departure times to avoid simultaneous Departures from multiple gates, and shall comply with reasonable requests from the General Manager for adjustments to its schedule to limit congestion at the Facility.

(e) E-ZPass. The Carrier shall establish one or more E-ZPass accounts and shall equip all its Buses to make payments using E-ZPass, and shall cause all of its Buses to use E-ZPass exclusively to pay tolls and other fees at all transportation facilities and parking facilities capable of accepting such payment. The Carrier shall be subject to all requirements relating to the use of E-ZPass and shall be responsible for all tolls and fees incurred at E-ZPass-equipped facilities. The Carrier hereby authorizes the Port Authority to access any and all records maintained by any Port Authority contractors relating to the Carrier's E-ZPass transactions.

Section 7.6 Maintenance of the Space

(a) Repair and Replacement. The Carrier shall be responsible for the repair, replacement, rebuilding and repainting of all portions of the Space and of the Facility which may be damaged or destroyed (not including deterioration because of reasonable wear) by the acts or omissions of the Carrier or by those of its employees, agents (not including the Port Authority) or representatives. The Port Authority shall do the work required and charge the cost thereof to the Carrier, which shall pay such charge on demand. In the event of such damage to or destruction of the Space caused by a causality actually insured against by the Port Authority, the obligation of the Carrier under this paragraph (a) is hereby released to the extent that the loss is recouped by actual payment to the Port Authority of the proceeds of such insurance. Such release shall be effected by crediting to the Carrier the amount of such proceeds against the claim of the Port Authority for the costs incurred in repair, replacement or rebuilding; provided, however, that if this release shall invalidate any policy of insurance or shall increase the premium therefor, or shall

void, limit or diminish the rights of the Port Authority thereunder, then such release shall be void and of no effect.

(b) Damage Without Carrier's Fault. In the event that the Space is damaged at any time subsequent to the date of this Agreement without fault on the part of the Carrier or of any others for whose acts or omissions the Carrier is responsible under the provisions of paragraph (a) of this Section, so as to render the Space unusable, in whole or substantial part, then,

(1) If, in the opinion of the Port Authority, the necessary repairs or rebuilding can be completed within ninety (90) days after the occurrence of the damage, the Port Authority shall repair or rebuild with due diligence; or

(2) If, in the opinion of the Port Authority, such repairs or rebuilding cannot be completed within ninety (90) days after the occurrence of the damage, or if the entire Facility requires rebuilding, then the Port Authority shall have an option either to proceed with due diligence to make the necessary repairs and to do the necessary rebuilding, or to terminate this Agreement; the election by the Port Authority under this option shall be communicated to the Carrier within sixty (60) days after the date of such damage; if the Port Authority elects to repair or rebuild, the Carrier shall nevertheless have an option to terminate this Agreement by notice given within fifteen (15) days after notice of the Port Authority's election.

Section 7.7 Prohibited Acts

(a) Damage or Interference. The Carrier shall not do or permit any act or thing, and shall not permit any condition to exist or continue, if any of the same may damage the Facility or any part thereof or interfere with the efficient operation of the Facility or any part thereof, or any equipment, facilities or systems installed thereon, including without limitation damage to or interference with the effectiveness or accessibility of the elevators or escalators, or the fire-protection, sprinkler, drainage, sewage, plumbing, compressed-air, air-conditioning, ventilation, telephone, public announcement or intercommunication systems or any part thereof.

(b) Insurance Requirements. The Carrier shall not do or permit any act or thing in the Space which (x) will invalidate or conflict with any policies of fire insurance in the New York standard form covering the Space or any part thereof, or the Facility, or any part thereof, or which (y) in the opinion of the Port Authority, may constitute any extra-hazardous condition, so as to increase the risk normally attendant upon the operations contemplated by this Agreement. The Carrier shall promptly observe, comply with and execute the provisions of any and all present and future rules, regulations, requirements, orders and directions of the National Fire Protection Association, the Insurance Services Office of New York, or of any other board or organization exercising or which may exercise similar functions, which may pertain or apply to the operations of the Carrier, but shall have no obligation to make alterations, repairs or improvements required by any such rule, regulation, order or direction. If by reason of any failure on the part of the Carrier to comply with the provisions of this paragraph, any fire insurance rate, extended coverage rate or rental insurance rate on the Space or any part thereof, or the rate of other insurance of any type the premium for which is measured by the fire insurance premium or premiums, shall at any time be higher than it otherwise would be, then the Carrier shall pay to the Port Authority that part of all insurance premiums paid by the Port Authority which have been charged because of such violation or failure on the part of the Carrier.

(c) Nuisance. The Carrier shall commit no nuisance and shall permit neither the commission of any nuisance nor the doing of any act or thing which shall result in the creation or maintenance of a nuisance in the Space or any portion thereof or elsewhere in the Facility.

(d) Sales. The Carrier shall not sell or furnish in the Space, or permit others to sell or furnish in the Space, any food or other merchandise whatsoever, or any service of any type, and (without limiting the foregoing prohibition) shall not install, maintain or operate, or permit the installation, maintenance or operation in the Space or any portion thereof of, any vending machine or device designed to dispense or sell food, beverages, tobacco, tobacco products or merchandise of any kind, whether or not included in the above categories, or of any restaurant, cafeteria, mobile or stationary kitchen, stand or other establishment of any type for the preparation, dispensing or sale of food, beverages, tobacco, tobacco products or merchandise of any kind, whether or not included in the above categories, of service of any kind, including without limitation telephone pay-stations. The Carrier shall not itself, by contractors or by others supply or provision at the Facility any Bus with food, beverages, tobacco or any other merchandise whatsoever intended to be sold or supplied to passengers or others on or from the Bus at any point or location whatsoever, except with the prior permission of the Port Authority.

Section 7.8 Governmental and Other Requirements

(a) Carrier's Governmental Authorizations. The Carrier hereby represents and warrants to the Port Authority that, as of the Effective Date, the Carrier shall have procured all licenses, certificates, registrations, permits or other authorizations from all governmental authorities having jurisdiction over the operations of the Carrier at the Facility, or over the operations of the Carrier of which its operations at the Facility are a part, which may be necessary for the conduct of such operations, and the Carrier covenants that it shall maintain the same in effect and in good standing throughout the Term.

(b) *Carrier to Notify Port Authority of Requirements.* The Carrier shall promptly observe, comply with and execute the provisions of any and all present and future governmental laws, ordinances, rules regulations, requirements, orders and directions which may pertain or apply to its operations in the Space or at the Facility, or to its operations of which its operations at the Facility are a part, and shall promptly notify the Port Authority of any and all improvements thereon or alterations thereto or repairs of which it may have knowledge that may be required at any time hereafter by an such present or future law, ordinance, rule, regulations, requirement, order or direction. The Carrier shall have no obligation to make any such alterations, repairs or improvements.

(c) *No Application to Port Authority.* The obligation of the Carrier to comply with governmental requirements is provided herein in order to assure responsible operation and to establish proper safeguards for the protection of persons and property in the Space and at the Facility, and such provision is not to be construed as a submission by the Port Authority to the application to itself of such requirements, or any of them.

Section 7.9 Labor Provisions

(a) Notice to Port Authority. The Carrier shall immediately give oral notice to the Port Authority (to be followed by written notices and reports) of any and all impending or existing labor complaints, troubles, disputes or controversies involving the Carrier's employees which are likely to affect the operation of the Facility, or the operations of others at the Facility, and shall continually report to the Port Authority the progress of such and the resolution thereof.

(b) Suspension of Agreement. The Port Authority shall have the right, upon notice to the Carrier, to suspend the provisions of this Agreement under which the Carrier is licensed to use the Space and under which sums payable to the Port Authority accrue, in either of the following events:

(1) If the Carrier, in its operations at the Facility, employs any person or persons, or uses or has any equipment or materials, or allows any condition to exist, which causes

any Labor Trouble at the Facility involving employees of the Port Authority or those of any other person operating at the Facility other than the Carrier's own employees, and which interferes with the operation of the Facility, other than the Carrier's own operations, or with the operations of others at the Facility, and if the Carrier, upon notice from the Port Authority, does not within twelve (12) hours thereafter withdraw from the Facility any such person or persons and any such equipment or materials specified in such notice, or rectify any such conditions; or

(2) If any Labor Trouble of or directed against the Carrier adversely affects the Port Authority's operation of the Facility or the operations of others at the Facility, whether or not the same is due to the fault of the Carrier, and notwithstanding that the Port Authority may or may not have issued directions in connection with the same.

(c) No Operations During Suspension. During the period of suspension, the Carrier shall not operate at the Facility, and if any vehicle or vehicles or other property of the Carrier remains in the Space, or any property in the Dispatcher's booth space (if applicable), the Port Authority may remove the same for storage at another location in the Facility or elsewhere, such removal and storage to be at the risk and expense of the Carrier; provided, however, that any communications equipment belonging to the Carrier installed in the Dispatcher's booth space (if applicable) may remain, at the risk of the Carrier, provided, that any such equipment shall not be used by the Carrier during the period of suspension. During the period of suspension, the Port Authority shall have the right to use or permit the use of the Space, or any part thereof, by others, on such terms as the Port Authority may determine.

(d) Effect on this Agreement. The period of suspension shall end not more than twenty-four (24) hours after the Labor Trouble has ceased or been cured and the Carrier has so notified the Port Authority. If the period of suspension does not end on or before a date one hundred eighty (180) days after the effective date of suspension, the Port Authority shall have the right to terminate this Agreement upon five (5) days' notice, provided, however, that if, on or before the ninetieth (90th) day after the effective date of suspension, the Carrier notifies the Port Authority and then agrees to pay to the Port Authority the fees set forth below, then, and in such event, if the period of suspension does not end on or before a date one hundred eighty (180) days after the effective date of suspension, and if the Carrier pays to the Port Authority for the period beginning the ninetieth (90th) day after the effective date of suspension, the same fees that were payable for the same calendar days in the year next preceding, the Port Authority shall not have the right of termination set forth above. In the event this Section comes into operation during the first year of the Term, then the Carrier shall pay fees based on the total number of Regular Route Operations Departures operated by it from Central Manhattan or Northern Manhattan, as applicable, on the same calendar days in the preceding year, as if the said Departures had been made under this Agreement.

Article 8. Entry for Inspection and Maintenance

Section 8.1 Right of Entry

The Port Authority, by its officers, employees, agents, representatives and contractors, shall have the right at all reasonable times to enter upon the Space for the purpose of inspecting the same, for observing the performance by the Carrier of its obligations under this Agreement and for the doing of any act or thing which the Port Authority may be obligated or have the right to do under this Agreement. Without limiting the generality of the foregoing, the Port Authority, by its officers, employees, representatives and contractors, shall have the right, for the benefit of the Carrier or for the benefit of others at the Facility, or in connection with any reconstruction or redevelopment of the Facility, to maintain and replace existing and future utilities systems or portions thereof in the Space, including without limitation systems for the supply of heat, hot and cold water, gas, electricity, compressed air and fuel, and for the furnishing of fire-alarm, fire-protection, sprinkler,

sewerage, drainage, ventilation, air-conditioning, telephone and intercommunication services, including lines, pipes, mains, wires, conduits, tubes, ducts, fixtures and equipment connected with or appurtenant to such systems, and to enter upon the Space at all reasonable times to make such repairs, alterations and replacements as may, in the opinion of the Port Authority, be deemed necessary or advisable, and, from time to time, to construct or install over, in, under or through the Space or any portion thereof new lines, pipes, mains, wires, conduits, tubes, ducts, fixtures and equipment; provided, however, that such repair, alterations, replacement or construction shall not unreasonably interfere with the Carrier's use of the Space.

Section 8.2 No Port Authority Obligation

Nothing in this Section shall impose upon the Port Authority any obligation so to maintain or so to make repairs, replacements, alterations or additions, or shall create any liability for failure to do so.

Section 8.3 No Abatement

No abatement of payments to be made under this Agreement by the Carrier shall be claimed by or allowed to the Carrier by reason of the exercise of the foregoing rights by the Port Authority or others.

Article 9. Indemnity and Insurance

Section 9.1 Indemnity

(a) Indemnification. The Carrier shall indemnify and hold harmless the Port Authority, its Commissioners, officers, agents and employees from (and shall reimburse the Port Authority for the Port Authority's costs or expenses including reasonable legal expenses and the costs to the Port Authority of its in-house legal counsel incurred in connection with the defense of) all claims and demands of third persons including but not limited to those for death, for personal injuries, or for property damages, arising out of (x) any default of the Carrier in performing or observing any term or provision of this Agreement, or (y) the use or occupancy of the Space by the Carrier or by others with its consent (except to the extent resulting from the Port Authority's negligence or willful misconduct), or (z) any of the acts or omissions of the Carrier, its officers, members, employees, agents, representatives, contractors, customers, guests, invitees and other persons who are doing business with the Carrier or who are at the Space with the Carrier's consent where such acts or omissions are at the Space, or arising out of any acts or omissions of the Carrier, its officers, members, employees, agents and representatives where such acts or omissions are elsewhere at the Facility (except to the extent resulting from the Port Authority's negligence or willful misconduct).

(b) Defense of Claims. If so directed, the Carrier shall at its own expense defend any suit based upon any such claim or demand (even if such suit, claim or demand is groundless, false or fraudulent), and in handling such it shall not, without obtaining express advance permission from the General Counsel of the Port Authority, raise any defense involving in any way the jurisdiction of the tribunal over the person of the Port Authority, the immunity of the Port Authority, its Commissioners, officers, agents or employees, the governmental nature of the Port Authority or the provision of any statutes respecting suits against the Port Authority.

Section 9.2 Liability Insurance

(a) Required Coverages. The Carrier in its own name as assured shall secure and pay the premium or premiums for the policies of insurance set forth in the attached Schedule 3, in the minimum limits provided in such Schedule. Each such policy shall be maintained in at least the

limit fixed with respect thereto, shall cover the operations of the Carrier under this Agreement and shall be effective throughout the Term.

(b) Policy Requirements.

(1) The Port Authority shall be named as an additional insured in each policy of liability insurance unless the Port Authority, at any time during the effective period of this Agreement, directs otherwise in writing, in which case the Carrier shall cause the Port Authority not to be so named.

(2) Each policy of insurance on property other than that of the Carrier shall name the Port Authority as the owner of the property.

(3) Each policy of liability insurance shall provide an ISO standard "separation of insureds" clause or contain a cross liability endorsement providing that the protection afforded the Carrier thereunder with respect to any claim or action against the Carrier by a third party shall pertain and apply with like effect with respect to any claim or action against the Carrier by the Port Authority and against the Port Authority by the Carrier, but said clause or endorsement shall not limit, vary, change or affect the protection afforded the Port Authority as an additional insured.

(4) Each policy of liability insurance shall contain a provision that the insurer shall not, without obtaining express advance permission from the General Counsel of the Port Authority, raise any defense involving in any way the jurisdiction of the tribunal over the person of the Port Authority, the immunity of the Port Authority or its Commissioners, officers, agents or employees, the governmental nature of the Port Authority or the provisions of any statutes respecting suits against the Port Authority.

(5) If at any time any policy is or becomes unsatisfactory to the Port Authority as to form or substance, or if any carrier issuing such policy is or becomes unsatisfactory to the Port Authority, the Carrier shall promptly obtain a new and satisfactory policy in replacement.

(c) Evidence of Insurance. As to all insurance required hereunder, a certified copy of each policy or a certificate evidencing the existence thereof, or a binder, shall be delivered to the Port Authority within ten (10) days after the execution of this Agreement. In the event any binder is delivered, it shall be replaced within thirty (30) days by a certified copy of the policy or a certificate. Each such copy or certificate shall contain a valid provision or endorsement that the policy may not be cancelled, terminated, changed or modified, without giving ten (10) days' written notice thereof to the Port Authority. Evidence of a renewal policy shall be delivered to the Port Authority at least fifteen (15) days prior to the expiration date of each expiring policy.

Article 10. Utilization of the Space

Section 10.1 Sharing of Loading Positions

(a) Pooling Arrangements. The Carrier may enter into an arrangement, with any other bus carrier already licensed by the Port Authority to use space at the Facility, to share use of any Loading Position that is a part of the Space (a "**Pooling Arrangement**"; and any such already licensed carrier, a "**Pooling Partner**" of the Carrier).

(b) Notification. The Carrier shall give the Port Authority thirty (30) days' prior notice of any proposed Pooling Arrangement, stating the details of such arrangement and providing the Port Authority with a copy of the agreement covering such Pooling Arrangement.

(c) Gate Fee and Other Responsibilities. Notwithstanding any Pooling Arrangement, the Carrier shall continue to be wholly liable for the Gate Fee and all other obligations hereunder with respect to the Loading Position that is the subject of the Pooling Arrangement.

(d) No Effect on Other Provisions. Except as expressly provided, the foregoing shall not be deemed to abrogate, limit or otherwise diminish any restrictions, limitations or prohibitions on assignment, subcontracting or use of the Space by others under this Agreement, and shall not in any manner affect, waive or change any of the provisions hereof. The Carrier specifically acknowledges and agrees that the Carrier's Pooling Partners shall constitute persons using and occupying the Space with the Carrier's consent for purposes of Section 9.1 of this Agreement, entitled "Indemnity", and are accordingly covered by clauses (y) and (z) of paragraph (a) thereof.

Section 10.2 Performance Requirements

(a) Minimum and Maximum Requirements. Loading Positions shall be subject to minimum and maximum performance requirements in order to ensure efficient use of the Facility's limited capacity.

(1) With respect to the PABT, the minimum and maximum requirements shall be as set forth in the following chart, as revised from time to time by the General Manager:

Type of Loading Position	**Minimum Average Peak Period* Departures**	**Maximum Peak Period* Departures**
Short-Haul Gate	4 Departures/hour	6 Departures/hour
Short-Haul Platform Position	5 Departures/hour	8 Departures/hour
Long-Distance Gate	N/A	6 Departures/hour

* "**Peak Period**" shall mean the period 4:00 – 7:00 p.m. on weekdays.

The number of average Peak Period Departures will be determined for each type of Loading Position for each hour in the Peak Period by adding the total number of Departures by the Carrier, as observed by a survey or obtained through dispatcher reports, in the Port Authority's discretion, and dividing by the number of Loading Positions used by the Carrier.

(2) With respect to the GWBBS, the minimum and maximum requirements shall be as determined from time to time by the General Manager.

(b) Effect of Failure to Maintain Minimum. If the Carrier fails to maintain the minimum required number of average Peak Period Departures, the Port Authority shall notify the Carrier to that effect. If the Carrier fails to meet such minimum requirements within two weeks thereafter, the Port Authority shall have the right, upon sixty (60) days' notice, to remove a Loading Position from the Space.

(c) Effect of Failure to Maintain Maximum. If the Carrier exceeds the maximum allowable number of average Peak Period Departures, the Port Authority shall notify the Carrier to that effect. If the Carrier is found to exceed the maximum allowable number of average Peak Period Departures a second time during a twelve-month period, the Port Authority may impose a fine upon the Carrier.

(d) No Effect on Other Provisions or Obligations. The foregoing shall not be deemed in any way to affect, alter, modify or diminish (x) any other rights of the Port Authority under this Agreement, including without limitation the Port Authority's rights set forth in the section of this Agreement entitled "Termination by the Port Authority", (y) any obligation of the Carrier under this Agreement with respect to any Loading Positions that have not been removed pursuant to Paragraph (b) above, or (z) any outstanding obligation of the Carrier with respect to any Loading Position that has been removed pursuant to Paragraph (b) above. Failure to promptly pay any fine imposed pursuant to Paragraph (c) above shall constitute a Payment Default.

Article 11. Termination

Section 11.1 Termination by Port Authority

(a) Certain Events of Default. If any one or more of the following events shall occur, that is to say:

(1) the Carrier is adjudged insolvent, or takes the benefit of any present or future insolvency statute, or makes a general assignment for the benefit of creditors, or files a voluntary petition in bankruptcy or a petition or answer seeking an arrangement, or its reorganization or the readjustment of its indebtedness under the federal bankruptcy laws or any other law or statute of the United States or of any State thereof, or consents to the appointment of a receiver, trustee, or liquidator of all of substantially all of its property, or

(2) by order or decree of a court the Carrier is adjudged bankrupt, or an order is made approving a petition filed by any of the creditors or (if the Carrier is a corporation) by any of the stockholders of the Carrier, seeking its reorganization or the readjustment of its indebtedness under the federal bankruptcy laws or any law or statute of the United States or of any State thereof; or

(3) a petition under any part of the federal bankruptcy laws or in action under any present or future insolvency law or statute is filed against the Carrier and is not dismissed within sixty (60) days after the filing thereof; or

(4) if the Carrier voluntarily abandons or discontinues the majority of its Regular Route Operations to or from the Facility (except when by order or direction of any appropriate governmental regulatory body) and such abandonment or discontinuance continues after ten (10) days' notice thereof from the Port Authority to the Carrier; or

(5) if the Carrier is, or the legal entities each of which is a party to this Agreement and fulfills the definition of the "Carrier" hereunder collectively are, doing business as, or constitute, a partnership, and the said partnership is dissolved as the result of any act or omission of its partners or any of them, or by operation of law or the order or decree of any court or for any other reason whatsoever; or

(6) after exhausting or abandoning any right of further appeal, the Carrier is prevented for a period of thirty (30) days by action of any governmental agency, from conducting its operations at the Facility, regardless of the fault of the Carrier

then, upon the occurrence of any such event and at any time thereafter during the continuance thereof, the Port Authority may by thirty (30) days' notice terminate the rights of the Carrier under this Agreement, effective upon the date specified in such notice.

(b) Event of Default, General. If the Carrier fails to keep, perform and observe each and every promise, covenant and agreement set forth in this Agreement on its part to be kept, performed or observed, and such failure continues after ten (10) days' notice thereof, then at any time during the continuance thereof the Port Authority may by thirty (30) days' notice terminate the rights of the Carrier under this Agreement, effective upon the date specified in such notice.

(c) Event of Default, Payment. If the Carrier fails duly and punctually to make any payment (including without limitation all fees, charges and fines) required hereunder (a "**Payment Default**"), then the Port Authority may by ten (10) days' notice terminate the rights of the Carrier under this Agreement, effective on the date specified in such notice; provided, however, that if the Carrier has cured such Payment Default by making payment in full on or before the day preceding the effective date of the notice, then the notice shall be deemed to have been withdrawn and to be of no effect. **Notwithstanding the foregoing, however, in the event of the occurrence of three (3) or more Payment Defaults within any period of twelve (12) consecutive months (and irrespective of any cure the Carrier may have effected with respect to any or all of such Payment Defaults in accordance with the proviso in the preceding sentence), the Port Authority may by ten (10) days' notice terminate the rights of the Carrier under this Agreement, effective on the date specified in such notice.**

(d) No Waiver. Except as provided in the proviso in the first sentence of the preceding Paragraph (c), the acceptance by the Port Authority of sums, charges or other payments for any period or periods after a default on the part of the Carrier in its performance of any of the terms, covenants and conditions hereof to be performed, kept or observed by the Carrier shall not be deemed a waiver of any right on the part of the Port Authority to terminate the rights of the Carrier under this Agreement. No waiver of default by the Port Authority of any of the terms, covenants or conditions hereof to be performed, kept or observed by this Carrier shall be or be construed to be a waiver by the Port Authority of any other or subsequent default of any of the said terms, covenants and conditions.

Section 11.2 Port Authority's Remedies and Damages

(a) Rights of Termination Additional to Other Rights. The rights of termination provided above in this Article shall be in addition to all other rights and remedies that the Port Authority would have at law or in equity consequent upon a breach of this Agreement by the Carrier and all of such rights and remedies shall be cumulative and not alternative; the exercise by the Port Authority of any such right of termination shall be without prejudice to any other such rights and remedies.

(b) Damages. In case of breach of this Agreement by the Carrier (whether or not followed by termination) entitling the Port Authority to damages, the parties contemplate and agree that non-use of the Facility in whole or in part by the Carrier at any time during the Term as originally fixed will damage the Port Authority by reason of its inability to utilize the full capacity of the Facility, the unique character of the Facility and the consequent inability of the Port Authority to convert it to other uses, and the diminution in value of viaducts owned by the Port Authority and connected with the Facility, all in addition to damages by reason of the loss of sums otherwise payable hereunder by the Carrier and by reason of the loss of revenues from other occupants of the Facility, the amount of whose rentals and fees depend upon use of the Facility by the Carrier and its passengers.

Section 11.3 Termination by Carrier

(a) Except as otherwise expressly provided herein, if the Port Authority does not perform or commence the performance of any material obligation on its part to be performed under this Agreement, within thirty (30) days after the receipt of notice from the Carrier of a breach of such obligation, then in such event and during the continuance of such default, the Carrier shall have the right to terminate this Agreement by ten (10) days' notice.

(b) Rights of Termination Additional to Other Rights. The right of the Carrier to terminate under this Section shall be in addition to all other rights and remedies that the Carrier would have at law or in equity consequent upon a breach of this Agreement by the Port Authority, and all of such rights and remedies shall be cumulative and not alternative; the exercise by the Carrier of any such right of termination shall be without prejudice to any other such rights and remedies.

Section 11.4 Thirty-Day Termination

Each of the Port Authority and the Carrier shall have the right to terminate this Agreement without cause at any time by giving at least thirty (30) days' prior notice to the other party.

Section 11.5 Transfer or Partial Discontinuance

(a) Transfer or Partial Discontinuance. If, by order or decree of any administrative or judicial board, officer, court or other governmental agency having jurisdiction, any of the provisions of this Agreement, or any operation hereunder, or any operation conducted at the Facility by the Port Authority without obligation to do so which affects the Carrier or its passengers, is declared to be unlawful, or is determined to have the effect of permitting Federal regulation of the operations or financing of the Port Authority, whether in connection with the Facility or otherwise, the Port Authority shall have the right to elect as follows, in each case to take effect not sooner than the effective date of such order or decree: (x) to transfer the operation of the Facility and the Port Authority's interest in and obligations under this Agreement to a subsidiary agency or corporation or to a responsible independent organization as contractor, which will undertake to fulfill the obligations of the Port Authority; (y) to eliminate from this Agreement the said provision or provisions and to discontinue the operations provided for thereby, making an equitable adjustment of the charges hereunder (if any), and to continue this Agreement and operations hereunder as to all other parts thereof; or (z) to continue any operations theretofore conducted without obligation, but only as the agent and at the expense of the Carrier (or to discontinue the same).

(b) Notice and Carrier's Right of Termination. The Port Authority shall give notice of such election, which shall be sixty (60) days or, if less than sixty (60) days, at least the number of days between promulgation of the order and the effective date, less fifteen (15) days. In the event of the Port Authority's election of (y) or (z) in the foregoing paragraph (a), the Carrier shall have the right, exercisable by notice given within sixty (60) days of its receipt of the notice of election by the Port Authority, to terminate this Agreement in its entirety by not less than thirty (30) days' notice to the Port Authority.

Section 11.6 Loss of Facility

(a) Condemnation. Notwithstanding any other provision of this Agreement, if any governmental agency or agencies shall take, by exercise of the power of eminent domain, all or a substantial part of the Facility or all or a substantial part of the Space; then, if the Port Authority shall not make a substitution of other space for the Space (or portion thereof, as required), or shall be unable to do so, and if in the Port Authority's opinion the continued operation of the Facility for motor-bus carriers would be impossible, impractical or uneconomical, the Port Authority may at its option terminate this Agreement by notice to the Carrier, specifying the effective date of

termination, which date may be retroactive to the date of taking. Such termination shall have the same effect as the expiration of this Agreement.

(b) No Carrier Claim. In any action or proceeding instituted by any governmental agency or agencies for the taking for a public use of any interest in all or any part of the Facility, the Carrier shall not be entitled to assert any claim to any award or part thereof or to institute any action or proceeding or to assert any claim against such agency or agencies or against the Port Authority, for or on account of any such taking, it being understood and agreed between the Port Authority and the Carrier that the Port Authority shall be entitled to all the compensation or awards made or to be made or paid for any such taking, free of any claim or right of the Carrier.

Article 12. Security Deposit

Section 12.1 Security Deposit

(a) Required Deposit Amount. As security for the Carrier's full, faithful and prompt performance of and compliance with all of its obligations under this Agreement, the Carrier shall, upon its execution and delivery of this Agreement, deposit with the Port Authority (and shall keep deposited throughout the Term) the sum set forth on Schedule 4 (the "**Required Deposit Amount**") either in cash, or in bonds of the United States of America, the State of New Jersey, the State of New York, or The Port Authority of New York and New Jersey, having a market value of the Required Deposit Amount; provided, however, that if the Required Deposit Amount is Twenty Thousand Dollars and No Cents ($20,000.00) or greater, the Carrier shall be required, instead, to deliver to the Port Authority a letter of credit as provided in Section 12.2 below.

(b) Requirements for Bonds. Bonds qualifying for deposit hereunder shall be in bearer form, but if bonds of that issue were offered only in registered form, then the Carrier may deposit such bond or bonds in registered form, provided, however, that the Port Authority shall be under no obligation to accept such deposit of a bond in registered form unless such bond has been re-registered in the name of the Port Authority (the expense of such re-registration to be borne by the Carrier) in a manner satisfactory to the Port Authority. The Carrier may request the Port Authority to accept a registered bond in the Carrier's name and, if acceptable to the Port Authority the Carrier shall deposit such bond together with a bond power (and such other instruments or other documents as the Port Authority may require) in form and substance satisfactory to the Port Authority. In the event the deposit is returned to the Carrier, any expenses incurred by the Port Authority in re-registering a bond to the name of the Carrier shall be borne by the Carrier.

(c) Use of Deposit. In addition to any and all other remedies available to it, the Port Authority shall have the right, at its option, at any time and from time to time, with or without notice, to use the deposit or any part thereof in whole or partial satisfaction of any of its claims or demands against the Carrier. There shall be no obligation on the Port Authority to exercise such right and neither the existence of such right nor the holding of the deposit itself shall cure any default or breach of this Agreement on the part of the Carrier. With respect to any bonds deposited by the Carrier, the Port Authority shall have the right, in order to satisfy any of its claims or demands against the Carrier, to sell the same in whole or in part, at any time and from time to time, with or without prior notice at public or private sale, all as determined by the Port Authority, together with the right to purchase the same at such sale free of all claims, equities or rights of redemption of the Carrier. The Carrier hereby waives all right to participate therein and all right to prior notice or demand of the amount or amounts of the claims or demands of the Port Authority against the Carrier. The proceeds of every such sale shall be applied by the Port Authority first to the costs and expenses of the sale (including but not limited to advertising or commission expenses) and then to the amounts due the Port Authority from the Carrier. Any balance remaining shall be retained in cash toward bringing the deposit to the Required Deposit Amount. In the event that the Port Authority shall at any time or times so use the deposit, or any part thereof, or if bonds shall have been deposited and the market value thereof shall have declined

below the Required Deposit Amount, the Carrier shall, on demand of the Port Authority and within two (2) days thereafter, deposit with the Port Authority additional cash or bonds so as to maintain the deposit at all times at the full Required Deposit Amount, and such additional deposits shall be subject to all the conditions of this Section.

(d) No Encumbrance. The Carrier agrees that it will not assign or encumber the deposit.

(e) Interest. The Carrier may collect or receive any interest or income earned on bonds and interest paid on cash deposited in interest-bearing bank accounts, less any part thereof or amount which the Port Authority is or may hereafter be entitled or authorized by law to retain or to charge in connection therewith, whether as or in lieu of an administrative expense, or custodial charge, or otherwise; provided, however, that the Port Authority shall not be obligated by this provision to place or to keep cash deposited hereunder in interest-bearing bank accounts.

(f) Return of Deposit. After the expiration or earlier termination of the Term, and upon condition that the Carrier shall then be in no way in default under any part of this Agreement, and upon written request therefor by the Carrier, the Port Authority will return the deposit to the Carrier less the amount of any and all unpaid claims and demands (including estimated damages) of the Port Authority by reason of any default or breach by the Carrier of this Agreement.

(g) Tax Number. For the purposes of the foregoing provisions, the Carrier hereby certifies that its federal Taxpayer Identification Number is as set forth on Schedule 4.

Section 12.2 Letter of Credit

(a) Letter of Credit in Lieu of Security Deposit. In lieu of the security deposit required pursuant to the preceding Section 12.1, the Carrier may deliver (if the Required Deposit Amount is less than Twenty Thousand Dollars and No Cents ($20,000.00)), and *must* deliver (if the Required Deposit Amount is Twenty Thousand Dollars and No Cents ($20,000.00) or greater) to the Port Authority, as security for all obligations of the Carrier under this Agreement, a clean irrevocable letter of credit issued by a banking institution satisfactory to the Port Authority and having its main office within the Port of New York and New Jersey District, in favor of the Port Authority in the amount of the Required Deposit Amount.

(b) Form and Terms. The form and terms of each letter of credit delivered under this Section, as well as the institution issuing it (which shall be an investment-grade rated bank), shall be subject to the prior and continuing approval of the Port Authority; **the form of any proposed letter of credit (a sample of which is attached as Exhibit 6) shall be submitted to the Port Authority in advance for review and approval by its Credit, Collection and Accounts Receivable unit.** Such letter of credit shall provide that it shall continue throughout the Term and for a period of not less than six (6) months thereafter; such continuance may be by provision for automatic renewal or by substitution of a subsequent satisfactory letter of credit.

(c) Return of Any Existing Security Deposit. Upon acceptance of such letter of credit by the Port Authority, and upon request by the Carrier made thereafter, the Port Authority will return any security deposit theretofore made under and in accordance with the provisions of Section 12.1. The Carrier shall have the same rights to receive such deposit during the existence of a valid letter of credit as it would have to receive such sum upon expiration of the Term and fulfillment of the obligations of the Carrier under this Agreement.

(d) Cancellation; Drawdowns. Upon notice of cancellation of a letter of credit the Carrier agrees that unless, by a date twenty (20) days prior to the effective date of cancellation, the letter of credit is replaced by security in the Required Deposit Amount or another letter of credit satisfactory to the Port Authority, the Port Authority may draw down the full amount thereof, and thereafter the Port Authority will hold the same as security under Section 12.1. If the Port Authority

makes any drawing under a letter of credit held by the Port Authority hereunder, the Carrier, on demand of the Port Authority and within two (2) days thereafter, shall bring the letter of credit back up to the full Required Deposit Amount.

(e) Failure to Provide Letter of Credit. Following the Port Authority's acceptance of a letter of credit in lieu of the security deposit required pursuant to Section 12.1, any failure to provide such letter of credit at any time during the Term which is valid and available to the Port Authority, including any failure of any banking institution issuing any such letter of credit previously accepted by the Port Authority to make one or more payments as may be provided in such letter of credit, shall be deemed to be a breach of this Agreement on the part of the Carrier.

(f) No Waiver. No action by the Port Authority pursuant to the terms of any letter of credit, or receipt by the Port Authority of funds from any bank issuing any such letter of credit, shall be deemed to be a waiver of any default by the Carrier under the terms of this Agreement, and all remedies under this Agreement of the Port Authority consequent upon such default shall not be affected by the existence of, or a recourse to, any such letter of credit.

Article 13. Brokerage

The Carrier represents and warrants that no broker has been concerned in the negotiation of this Agreement and that there is no broker who is or may be entitled to be paid a commission in connection therewith. The Carrier shall indemnify and save harmless the Port Authority of and from and such claim, except such claims, if any, as may arise solely from the acts of the Port Authority and of its employees.

Article 14. Notices

Section 14.1 Notices

(a) Notices in Writing. Except where expressly required or permitted to be oral, or to be otherwise delivered, all notices, requests, consents and approvals and the like required to be given to or by either party (each, a "**Notice**") shall be in writing, and all Notices shall be personally delivered to the duly designated officer or representative of such party or delivered to the office of such officer or representative during regular business hours or sent to him at such address by registered or certified mail.

(b) Address for Notices. Each party shall designate an office within any one of the fifty States or the District of Columbia and an officer or representative whose regular place of business is at such office, where and upon whom Notices may be served. Until further notice, the Port Authority hereby designates its Executive Director, and the Carrier designates the individual named as its representative on the Cover Page, as their respective officers and representatives upon whom Notices may be served, and the Port Authority designates its office at 225 Park Avenue South, New York, New York 10003, and the Carrier designates its office at the address set forth on the Cover Page, as the respective offices where Notices may be served.

(c) Effectiveness. The giving of any Notice shall be complete and effective upon receipt or, in the event of a refusal by the addressee, upon the first tender of the Notice to the addressee or at the address thereof.

Article 15. Miscellaneous

Section 15.1 No Personal Liability

No Commissioner, officer, agent or employee of the Port Authority shall be charged personally with any liability or held liable under any term or provision of this Agreement, or because of its execution or attempted execution, or because of any breach or attempted or alleged breach of this Agreement.

Section 15.2 Force Majeure

(a) Force Majeure. The Port Authority shall not be liable for any failure, delay or interruption in performing its obligations hereunder due to causes or conditions beyond its control. "**Force Majeure**" or "**causes or conditions beyond its control**", or words of similar import, shall mean acts of God, the elements, weather conditions, tides, earthquakes, settlement, fire, acts of any governmental authority (other than the Port Authority with respect to obligations to be performed by it under this Agreement), war, acts of terrorism, shortage of labor or materials, acts or omissions of third parties for which the Port Authority is not responsible, injunctions, labor troubles or disputes of every kind (including those affecting the Port Authority or its contractors, suppliers or subcontractors) or any other conditions or circumstances, whether similar to or different from the foregoing (it being agreed that the foregoing enumeration shall not limit or be characteristic of such conditions or circumstances) which are beyond the control of the Port Authority and which could not be prevented or remedied by reasonable effort and at reasonable expense.

(b) Application of this Section. The provisions of this Section shall apply to each and every obligation of the Port Authority under this Agreement, whether or not reference to Force Majeure or conditions beyond the control of the Port Authority is set forth in the provision of this Agreement which gives rise to such obligation. The fact that references to Force Majeure or conditions beyond the control of the Port Authority may be included in only certain of the provisions of this Agreement shall not be construed as making the provisions of this Section inapplicable to those provisions of this Agreement which do not contain such references.

Section 15.3 Relationship of the Parties

This Agreement does not constitute the Carrier the agent or representative of the Port Authority for any purpose whatsoever. Neither a partnership nor any joint venture is created hereby.

Section 15.4 Severability

If any term or provision of this Agreement or the application thereof to any person or circumstances shall to any extent be held invalid and unenforceable, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term and provision of this Agreement shall be valid and shall be enforced to the extent permitted by law.

Section 15.5 Remedies to be Non-Exclusive

All remedies provided in this Agreement shall be deemed cumulative and additional and not in lieu of or exclusive of each other or of any other remedy available at law or in equity, and the exercise of any remedy, or the existence herein of other remedies or indemnities, shall not prevent the exercise of any other remedy.

Section 15.6 Waiver of Trial by Jury; Counterclaims

The Carrier hereby waives its right to trial by jury in any summary proceeding or action that may hereafter be instituted by the Port Authority against the Carrier in respect of the Space and/or in any action that may be brought by the Port Authority to recover fees, damages, or other sums due and owing under this Carrier. The Carrier specifically agrees that it shall not interpose any claims as counterclaims in any summary proceeding or action for non-payment of fees or other amounts which may be brought by the Port Authority unless such claims would be deemed waived if not so interposed. The foregoing reference to summary proceedings shall not be construed to mean that a landlord-tenant relationship exists between the Port Authority and the Carrier.

Section 15.7 Construction and Application of Terms

(a) Headings. The use of article, section and paragraph headings and a table of contents, and the organization of the various provisions of this Agreement thereunder, are for convenience of reference only and in no way define, limit or describe the scope or intent of any provision hereof.

(b) Ambiguities. Any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not be applicable to the interpretation of this Agreement or any amendments, addenda or supplements hereto or any exhibits or schedules hereto.

(c) Gender and Number. Wherever in this Agreement a third person singular neuter pronoun or adjective is used, referring to the Carrier or the Port Authority, the same shall be deemed to refer to the Carrier or the Port Authority, regardless of the actual gender or number thereof. Wherever in this Agreement a third person masculine pronoun or adjective is used to refer to an individual or individuals, the same shall be deemed to include the feminine and plural forms of the pronoun or adjective.

(d) Carrier's Obligations. Wherever in this Agreement the Carrier is placed under an obligation, or covenants to do or to refrain from doing, or is prohibited from doing, or is entitled or privileged to do, any act or thing, the following shall apply:

(1) If the Carrier is a corporation, its obligation shall be performed and its rights and privileges shall be exercised only by its officers and employees.

(2) If the Carrier is a partnership, the obligation shall be that of its partners as well as of itself, and shall be performed only by its partners and employees, and the rights or privileges shall be exercised only by its partners and employees.

(3) If the Carrier is an individual, the obligation shall be that of himself (or herself) and shall be performed only by himself (or herself) and his (or her) employees, and the rights or privileges shall be exercised only by himself (or herself) and his (or her) employees.

(4) If the Carrier is a limited liability company, its obligation shall be performed and its rights and privileges shall be exercised only by its members, managers and employees.

(5) None of the provisions of this paragraph (d) shall be taken to alter, amend or diminish any obligation of the Carrier assumed in relation to its invitees, visitors, agents, representatives, contractors, customers, passengers, guests or other persons, firms or corporations doing business with it.

(e) Exhibits and Schedules. The provisions and obligations contained in any Exhibits or Schedules attached hereto shall have the same force and effect as if set forth in full in this Agreement.

(f) Governing Law. To the extent that any provisions of this Agreement are in any instance to be construed in accordance with the laws of a state, the laws of the State of New York shall apply.

(g) Successors and Assigns. The covenants, agreements, terms, provisions and conditions contained in this Agreement shall be binding upon and inure to the benefit of the Port Authority and the Carrier and their respective successors and permitted assigns, except as otherwise expressly set forth herein.

Section 15.8 Entire Agreement

(a) Entire Agreement. This Agreement, including the attached Cover Page, Schedules and Exhibits, which constitute integral parts of this Agreement, contains all of the promises, agreements, conditions, inducements and understandings between the Port Authority and the Carrier concerning the Port Authority's grant to the Carrier of a license to use the Space, and there are no promises, agreements, conditions, understandings, inducements, warranties or representations, oral or written, express or implied, between the Port Authority and the Carrier other than as expressly set forth herein and therein or as may be expressly contained in any enforceable written agreements or instruments executed simultaneously herewith by the parties hereto.

(b) Modifications to be in Writing. No covenant, agreement, term or condition of this Agreement shall be changed, modified, altered, waived or terminated except by a written instrument of change, modification, alteration, waiver or termination executed by the Carrier and the Port Authority.

(c) No Waiver. No failure by the Port Authority to insist upon the strict performance of any agreement, covenant, term or condition of this Agreement or to exercise any right or remedy consequent upon the breach or default of any agreement, covenant, term, or condition of this Agreement, and no extension, supplement or amendment of this Agreement during or after such breach or default, unless expressly stated to be a waiver, and no acceptance by the Port Authority of any payment required hereunder after or during the continuance of any such breach or default, shall constitute the waiver of such breach or default. No waiver of any default shall affect or alter this Agreement, but each and every agreement, covenant, term and condition of this Agreement shall continue in full force and effect with respect to any other then existing or subsequent default thereof.

* * * * *

EXHIBIT 1. SHORT HAUL AREA

The Short Haul Area shall be that contiguous area comprised of the following:

(i) In New York: the five (5) boroughs of the City of New York; the Counties of Nassau, Orange, Putnam, Rockland and Westchester, and that portion of Suffolk County lying west of a line running from the point on the shore line of Port Jefferson Harbor which is closest to the northern extremity of New York Route No. 112 to the said northern extremity, thence along the said New York Route No. 112 to its southern extremity, and thence due south to the shore line of the Atlantic Ocean on Fire Island;

(ii) In New Jersey: the Counties of Bergen, Essex, Hudson, Hunterdon, Mercer, Middlesex, Monmouth, Morris, Passaic, Somerset, Sussex, Union and Warren; Fort Dix and McGuire Air Force Base in Burlington County, and that portion of Ocean County lying north of a line running from the point where New Jersey Route No. 530 crosses the boundary between Ocean and Burlington Counties easterly along the said Route to its intersection with the Garden State Parkway, thence northerly along the Garden State Parkway to the point where it crosses the Toms River, thence easterly along the northern shoreline of the Toms River to and across Barnegat Bay to the closest point on the northern boundary of the Borough of Seaside Park, thence along the said boundary to the Atlantic Ocean; and

(iii) In Connecticut: the County of Fairfield;

provided, however, that whenever the boundary of the above-described area would otherwise partition an incorporated municipality, then the entire such municipality shall be deemed to be within the Short Haul Area.

EXHIBIT 2. QUARTERLY RECONCILIATION FORM

Summary for Activity at the George Washington Bridge Bus Station

2007

Short Haul Departures

	Month	Number of Departures	Departure Fee Rate	Actual Departure Fees	Amount Invoiced	Amount Due/Credit
1			$2.10	$0.00		$0.00
2			$2.10	$0.00		$0.00
3			$2.10	$0.00		$0.00
					Short Haul Departures Total	**$0.00**

Middle-Distance Ticket Sales

	Month	Ticket Sales Revenue	Commission	Actual Tickets Sales Fees	Amount Invoiced	Amount Due/Credit
1			13.5%	$0.00		$0.00
2			13.5%	$0.00		$0.00
3			13.5%	$0.00		$0.00
					Ticket Sales Total	**$0.00**

Long-Distance Departures

	Month	Number of Departures	Departure Fee Rate	Actual Departure Fees	Amount Invoiced	Amount Due/Credit
1			$38.00	$0.00		$0.00
2			$38.00	$0.00		$0.00
3			$38.00	$0.00		$0.00
					Long-Distance Departures Total	**$0.00**

TOTAL DUE/CREDIT **$0.00**

EXHIBIT 3. MONTHLY SUMMARY OF DAILY DEPARTURES

THE PORT AUTHORITY OF NEW YORK AND NEW JERSEY

Port Authority Bus Terminal

Bus Company: ..... Month ..... Year .....

NUMBER OF DEPARTURES								
DATE	Schedules & Extra Sect.	Charter	DATE	Schedules & Extra Sect.	Charter	DATE	Schedules & Extra Sect.	Charter
1			12			23		
2			13			24		
3			14			25		
4			15			26		
5			16			27		
6			17			28		
7			18			29		
8			19			30		
9			20			31		
10			21					
11			22			**Total**		

Amount

Schedules and Extra Sections
$ .....

Charters
$ .....

Total
$ .....

Check No. .....
(accompanies this report)

Per (Signature):
.....

Title:
.....

Date:
.....

EXHIBIT 4. TERMINAL DISPATCH RECORD

Port Authority Bus Terminal

Dispatcher:

Time Begin: Time End:

Arrivals

Route No.	Bus No.	Gate No.	Driver	From	Time Sched.	Time Actual	No. of Pass.	Remarks (indicate charters)

Departures

Route No.	Bus No.	Gate No.	Driver	From	Time Sched.	Time Actual	No. of Pass.	Remarks (indicate charters)

EXHIBIT 5. RULES AND REGULATIONS

[To be provided separately]

EXHIBIT 6. LETTER OF CREDIT

The Port Authority of New York & New Jersey
225 Park Avenue South, 12th Floor
New York, NY 10003

Date_____

Attn: CREDIT MANAGER

CLEAN IRREVOCABLE STANDBY LETTER OF CREDIT NO. _____(C)_____

At the request of_____(A)_____, we _____(B)_____ hereby open this CLEAN IRREVOCABLE LETTER OF CREDIT NO. _____(C)_____ in your favor up to an aggregate of _____(D)_____ U.S. Dollars, available by your draft(s) on us at sight.

We warrant to you that all your drafts under this CLEAN IRREVOCABLE LETTER OF CREDIT WILL BE DULY HONORED UPON PRESENTATION OF YOUR DRAFT(S) drawn on us and presented to us at _____(E)_____ on or before the expiration date set forth below or future expiration date as indicated below. Our obligation under this Letter of Credit is the individual obligation of the Bank, in no way contingent upon reimbursement thereto, or upon our ability to perfect any lien or security interest.

All drafts must be marked "Drawn Under _____(B)_____ Letter of Credit No. ___(C)____ dated _____". Partial drawings under this Letter of Credit are permitted.

This CLEAN IRREVOCABLE LETTER OF CREDIT expires at the close of business on _____(F)_____ This CLEAN IRREVOCABLE LETTER OF CREDIT shall be automatically extended without amendment for additional periods of one (1) year from the present or each future expiration date unless we have notified you in writing not less than sixty (60) days before such date that we elect not to extend the Letter of Credit for such additional period, such notice to be sent by registered or certified mail to you at the address herein. Upon receipt by you of such notice you may draw on us at sight for the balance remaining in this Letter of Credit within the then applicable expiration date, no statement required.

EXCEPT AS OTHERWISE EXPRESSLY PROVIDED HEREIN, THIS LETTER OF CREDIT IS SUBJECT TO THE UNIFORM CUSTOMS AND PRACTICE FOR DOCUMENTARY CREDITS (1993 REVISION) INTERNATIONAL CHAMBER OF COMMERCE PUBLICATION NO. 500.

_____
BANK OFFICER/REPRESENTATIVE

LEGEND:
A – INSERT APPLICANT NAME, I.E. TENANT OR LESSEE NAME
B – INSERT NAME OF ISSUING BANK
C – INSERT L/C IDENTIFICATION NUMBER
D – INSERT DOLLAR VALUE OF INSTRUMENT
E – INSERT EXACT ADDRESS OF LOCAL BANK BRANCH
F – INSERT EXPIRATION DATE-ONE YEAR FROM ISSUE DATE

*** Please instruct your Bank to have the Letter of Credit issued in the above format in "Draft" form and fax to Michael Mayurnik, Credit Manger, at (212) 435-5846 for approval **PRIOR** to issuance in "Original" form. **Otherwise, the Letter of Credit can be rejected.** If you are in need of further assistance, Mr. Mayurnik can be reached at (212) 435-5838. ****

SCHEDULE 1. GATE/PLATFORM POSITION FEES

PORT AUTHORITY BUS TERMINAL (PABT)
GEORGE WASHINGTON BRIDGE BUS STATION (GWBBS)

SHORT-HAUL FEE CATEGORY[1]		
YEAR	SHORT-HAUL PLATFORM POSITIONS	SHORT-HAUL GATES
2008	$ 1,742.00 / year	$ 4,646.00 / year
Subsequent Years	Annual CPI Adjustment[2]	Annual CPI Adjustment

LONG-DISTANCE FEE CATEGORY				
YEAR	BEST GATES[3]	PREFERRED GATES[4]	STANDARD GATES[5]	PLATFORM POSITIONS[6]
2008	$19,500	$16,200	$13,000	$6,500
Subsequent Years	Annual CPI Adjustment	Annual CPI Adjustment	Annual CPI Adjustment	Annual CPI Adjustment

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[1] Short-Haul Platform Position and Short-Haul Gate fees apply to Loading Positions used primarily for service to final destinations within the Short Haul Area. If the same Loading Position is used for both Short-Haul and Long-Distance services, the Port Authority may pro-rate the fees at its discretion.

[2] CPI Adjustment: The fee for each subsequent calendar year (a "**New Fee Year**") shall equal the sum of (x) the annual fee for year 2008 and (y) the amount of the year 2008 annual fee multiplied by the Percentage Increase, in accordance with the following:

> "**Percentage Increase**" shall mean the percentage increase in the Index on each Anniversary Date, equal to a fraction of which the numerator shall be the Index for the Adjustment Period less the Index for the Base Period and the denominator shall be the Index for the Base Period, where:
>
> "**Index**" shall mean the Consumer Price Index for All Urban Consumers - New York-Northern New Jersey-Long Island, NY-NJ-CT (All Items, unadjusted 1982-84=100) published by the Bureau of Labor Statistics of the United States Department of Labor,
>
> "**Base Period**" shall mean the month of September 2007,
>
> "**Adjustment Period**" shall mean the month of September immediately preceding the New Fee Year, and
>
> "**Anniversary Date**" shall mean January 1 each New Fee Year.

[3] Best Gate fees apply to the PABT's North Wing Lower Level gates.

[4] Preferred Gate fees apply to the PABT's North Wing third and fourth floor gates and South Wing Lower Level south side gates.

[5] Standard Gate fees apply to all other gates at the PABT, as well as all gates at the GWBBS.

[6] Platform Position fees apply to each Loading Position on pull-through platforms at the PABT and GWBBS.

SCHEDULE 2. DEPARTURE FEES AND MIDDLE DISTANCE PERCENTAGE FEE

PORT AUTHORITY BUS TERMINAL (PABT)
GEORGE WASHINGTON BRIDGE BUS STATION (GWBBS)

Long-Distance Departure Fees:
2008: $40 per Revenue Departure[1]
Subsequent years: Annual CPI Adjustment[2]

Short Haul Departure Fees:
2008: $2.20 per Revenue Departure
2009: $2.30 per Revenue Departure
Subsequent years: Annual CPI Adjustment[3]

Middle Distance Percentage Fee: Thirteen and one-half percent (13.5%)

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[1] Revenue Departure – A departure fee shall be payable for all departures carrying, or offering to carry, passengers from the Facility

[2] CPI Adjustment: The fee for each subsequent calendar year (a "**New Fee Year**") shall equal the sum of (x) the fee for year 2008 and (y) the amount of the year 2008 fee multiplied by the Percentage Increase, in accordance with the following:

"**Percentage Increase**" shall mean the percentage increase in the Index on each Anniversary Date, equal to a fraction of which the numerator shall be the Index for the Adjustment Period less the Index for the Base Period and the denominator shall be the Index for the Base Period, where:

"**Index**" shall mean the Consumer Price Index for All Urban Consumers - New York-Northern New Jersey-Long Island, NY-NJ-CT (All Items, unadjusted 1982-84=100) published by the Bureau of Labor Statistics of the United States Department of Labor,

"**Base Period**" shall mean the month of September 2007,

"**Adjustment Period**" shall mean the month of September immediately preceding the New Fee Year, and

"**Anniversary Date**" shall mean January 1 of each New Fee Year.

[3] CPI Adjustment: The fee for each subsequent calendar year (a "**New Fee Year**") shall equal the sum of (x) the fee for year 2009 and (y) the amount of the year 2009 fee multiplied by the Percentage Increase, in accordance with the following:

"**Percentage Increase**" shall mean the percentage increase in the Index on each Anniversary Date, equal to a fraction of which the numerator shall be the Index for the Adjustment Period less the Index for the Base Period and the denominator shall be the Index for the Base Period, where:

"**Index**" shall mean the Consumer Price Index for All Urban Consumers - New York-Northern New Jersey-Long Island, NY-NJ-CT (All Items, unadjusted 1982-84=100) published by the Bureau of Labor Statistics of the United States Department of Labor,

"**Base Period**" shall mean the month of September 2008,

"**Adjustment Period**" shall mean the month of September immediately preceding the New Fee Year, and

"**Anniversary Date**" shall mean January 1 of each New Fee Year.

SCHEDULE 3. INSURANCE

POLICY		MINIMUM LIMITS
COMMERCIAL GENERAL LIABILITY (including a contractual liability endorsement)		
	Bodily Injury Liability For injury or wrongful death to one person For injury or wrongful death to more than one person from any one occurrence	$2,000,000 $2,000,000
	Property Damage Liability For all damages arising out of injury to or destruction of property in any one occurrence	$2,000,000
AUTOMOBILE LIABILITY		
	Bodily Injury Liability For injury or wrongful death to one person For injury or wrongful death to more than one person from any one occurrence	$5,000,000 $5,000,000
	Property Damage Liability For all damages arising out of injury to or destruction of property in any one occurrence	$5,000,000

:This Space for Port Authority Use Only :
:
:Permit Number: BOF-024 :

THE PORT AUTHORITY OF NEW YORK AND NEW JERSEY
4 World Trade Center
New York, New York 10048

PORT AUTHORITY BUS TERMINAL
SPACE PERMIT

The Port Authority of New York and New Jersey (herein called the "Port Authority") hereby grants to the Permittee hereinafter named permission to use and occupy the following described space (hereinafter referred to as the "Space") at the Port Authority Bus Terminal (hereafter sometimes called the "Facility") for the purposes hereinafter specified and all purposes incidental thereto in accordance with the Terms and Conditions hereof; and said Permittee agrees to pay the fee or fees hereinafter specified and to perform all other obligations imposed upon it in said Terms and Conditions.

1. PERMITTEE: GREYHOUND LINES, INC. a Delaware corporation
2. PERMITTEE'S ADDRESS: 350 N. St. Paul – Attn. Legal Dept.
   Dallas, Texas 75201
3. PERMITTEE'S REPRESENTATIVE: Deanna Simsek, Regional Real Estate Manager
4. SPACE: Per Special Endorsement No. 1
5. PURPOSES: Per Special Endorsement No. 2
6. FEES: Per Special Endorsement No. 3
7. EFFECTIVE DATE: January 1, 2014
8. EXPIRATION DATE: December 31, 2023, unless sooner revoked or terminated as provided in this Permit.
9. ENDORSEMENTS, EXHIBITS AND SCHEDULES: 11.1, 19.6, Special Endorsements, Exhibit A, and Fixed Fee and Insurance Schedules.

Dated: As of January 1, 2014

THE PORT AUTHORITY OF NEW YORK AND NEW JERSEY

By _____

Name CEDRICK T. FULTON
(Please Print Clearly)

(Title) DIRECTOR TUNNELS, BRIDGES + TERMINALS DEPT.

GREYHOUND LINES, INC., Permittee

By _____

Name William J. Gieseker
(Please Print Clearly)

(Title) C.F.O.

By Approved as to form Attorney

Port Authority Use Only:	
Approval as to Terms;	Approval as to Form:
BM	SSA

TERMS AND CONDITIONS

1. Certain Definitions.

(a) **"Effective Date"** shall mean the date designated as the "Effective Date" in Item 7 on the cover page of this Permit.

(b) **"Executive Director"** shall mean the person or persons from time to time designated by the Port Authority to exercise the powers and functions vested in the Executive Director by this Permit; but until further notice from the Port Authority to the Permittee it shall mean the Executive Director of the Port Authority for the time being or his duly designated representative or representatives.

(c) **"Expiration Date"** shall mean the date designated as the "Expiration Date" in Item 8 on the cover page of this Permit.

(d) **"Facility"** shall have the meaning set forth in the granting clause on the cover page of this Permit.

(e) **"Hazardous Substance"** shall mean any pollutant, contaminant, toxic or hazardous waste, dangerous substance, potentially dangerous substance, noxious substance, toxic substance, flammable, explosive or radioactive material, urea formaldehyde foam insulation, asbestos, polychlorinated biphenyls (PCBs), chemicals known to cause cancer, endocrine disruption or reproductive toxicity, petroleum and petroleum products and substances declared to be hazardous or toxic or the removal, containment or restriction of which is required, or the manufacture, preparation, production, generation, use, maintenance, treatment, storage, transfer, handling or ownership of which is restricted, prohibited, regulated or penalized by any federal, state, county, or municipal or other local statute or law now or at any time hereafter in effect as amended or supplemented and by the regulations adopted and publications promulgated pursuant thereto.

(f) **"Manager of the Facility"** shall mean the person or persons from time to time designated by the Port Authority to exercise the powers and functions vested in the said Manager by this Permit; but until further notice from the Port Authority to the Permittee it shall mean the Manager (or temporary or Acting Manager) of the Facility for the time being, or his or her duly designated representative or representatives.

(g) **"Permittee's Representative"** shall mean the individual named in Item 3 on the cover page of this Permit or such other individual as the Permittee may designate by notice in accordance with the provisions of Section 19 below, entitled "Notices".

2. Effectiveness.

(a) The permission granted by this Permit shall take effect upon the Effective Date. Notwithstanding any other term or condition hereof, it may at any time be revoked by the Port Authority without cause upon thirty (30) days' prior notice, and terminated by the Permittee without cause upon thirty (30) days' prior notice; provided, however, that it may be revoked on twenty-four (24) hours' notice if the Permittee fails to keep, perform and observe each and every promise, agreement, condition, term and provision contained in this Permit, including without limitation the obligation to pay fees. Further, in the event the Port Authority exercises its right to revoke or terminate this Permit for any reason other than "without cause", the Permittee shall be

obligated to pay to the Port Authority an amount equal to all costs and expenses reasonably incurred by the Port Authority in connection with such revocation or termination, including without limitation any re-entry, regaining or resumption of possession, collecting all amounts due to the Port Authority, the restoration of any space which may be used and occupied under this Permit (on failure of the Permittee to have it restored), preparing such space for use by a succeeding permittee, the care and maintenance of such space during any period of non-use of the space, the foregoing to include, without limitation, personnel costs and legal expenses (including but not limited to the cost to the Port Authority of in-house legal services), repairing and altering the space and putting the space in order (such as but not limited to cleaning and decorating the same). Unless sooner revoked or terminated, such permission shall expire in any event upon the Expiration Date. Revocation or termination shall not relieve the Permittee of any liabilities or obligations hereunder which shall have accrued on or prior to the effective date of revocation or termination.

(b) No exercise by the Port Authority of any right of revocation granted to it in this Section shall be deemed to be a waiver of any other rights of revocation contained in this Section or elsewhere in this Permit or a waiver of any other rights or remedies which may be available to the Port Authority under this Permit or otherwise.

3. Use of Space by Permittee.

(a) The Space shall be used, pursuant to the permission hereby granted,

(i) if the Permittee is a corporation, by the Permittee acting only through the medium of its officers and employees,

(ii) if the Permittee is an unincorporated association, or a "Massachusetts" or business trust, by the Permittee acting only through the medium of its members, trustees, officers and employees,

(iii) if the Permittee is a partnership, by the Permittee acting only through the medium of its general partners and employees, or

(iv) if the Permittee is an individual, by the Permittee acting only personally or through the medium of his employees; or

(v) if the Permittee is a limited liability company, by the Permittee acting only through the medium of its members, managers and employees;

and the Permittee shall not, without the written approval of the Port Authority, use the Space through the medium of any other person, corporation or legal entity. The Permittee shall not assign or transfer this Permit or the permission granted hereby, or enter into any contract requiring or permitting the doing of anything hereunder by an independent contractor, without the written approval of the Port Authority. In the event of the issuance of this Permit to more than one individual or other legal entity (or to any combination thereof), then and in that event each and every obligation or undertaking herein stated to be fulfilled or performed by the Permittee shall be the joint and several obligation of each such individual or other legal entity.

(b) The Permittee's Representative specified in Item 3 of the cover page of this Permit (or such substitute as the Permittee may hereafter designate in writing) shall have full authority to act for the Permittee in connection with this Permit and any act or things done or to be done hereunder, and to execute on the Permittee's behalf any amendments or supplements to this Permit or any extension hereof and to give and receive notices hereunder.

(c) This Permit shall not constitute the Permittee the agent or representative of the Port Authority for any purpose whatsoever.

(d) The Permittee hereby agrees that it will not carry on any business or operation in the Space or at the Facility other than as specifically provided herein without receiving the prior written consent of the Port Authority, which consent, if given, will be in the form of a Supplement hereto or a separate agreement with the Port Authority, which consent will specify whether the provisions regarding fees contained herein or any other provisions regarding fees shall apply thereto.

4. Condition of Space.

(a) The Permittee hereby acknowledges that prior to the execution of this Permit it has thoroughly examined and inspected the Space and has found the Space in good order and repair and has determined the Space to be suitable for the Permittee's operations hereunder and acknowledges and agrees that it has not relied on any representations or statements of the Port Authority, its Commissioners, officers, employees or agents as to the condition or suitability thereof for use by the Permittee for the purposes contemplated herein. The Permittee agrees to and shall take the Space in its "as is" condition and the Port Authority shall have no obligation hereunder for preparation of the Space for the Permittee's use. The Permittee agrees that no portion of the Space will be used initially or at any time during the effective period of the permission granted hereunder which is in a condition unsafe or improper for the purposes contemplated herein so that there is possibility of injury or damage to life or property and the Permittee further agrees that before any use it will immediately correct any such unsafe or improper condition.

(b) Except to the extent required for the performance of any of the obligations of the Permittee under this Permit, nothing contained in this Permit shall grant to the Permittee any rights whatsoever in the air space above the height of the structures located on the Space as of the Effective Date hereof.

(c) The parties to this Permit hereby acknowledge that the Space is non-residential real estate.

(d) Except as specifically provided in this Permit, the Port Authority shall be under no obligation to furnish any services or utilities whatsoever at or in the Space.

(e) The Port Authority shall have no responsibility to keep the Space guarded, attended or patrolled at any time. The Port Authority shall have no obligation to police the use of the Space, or to ensure that others do not use or occupy the Space, or to provide any other service whatsoever in connection therewith.

5. Payment of Fees.

(a) Unless otherwise expressly provided in this Permit, the Permittee shall pay to the Port Authority a fee for its use and occupancy of the Space. The fee specified is a monthly fee, payable in advance on the Effective Date and on the first day of each and every calendar month thereafter.

(b) Payments made hereunder shall be sent to the following address:

THE PORT AUTHORITY OF NEW YORK
AND NEW JERSEY
P.O. BOX 95000-1517
PHILADELPHIA, PENNSYLVANIA 19195-0001

or made via the following wire transfer instructions:

Credit Bank: TD Bank
6000 Atrium Way, Mount Laurel NJ 08054
Bank ABA Number: 031201360
Beneficiary Account/ID #:
Beneficiary Name: The Port Authority of NY & NJ

or sent to such other address, or via such other wire transfer instructions, as may hereafter be substituted therefor by the Port Authority, from time to time, by notice to the Permittee.

(c) If the permission granted hereunder becomes effective on a date other than the first day of a calendar month or expires or is revoked or terminated on a date other than the last day of a calendar month, the fee payable for the part of the month during which the permission is in effect shall be computed by prorating the monthly fee on a daily basis, using the exact number of days in the month involved.

(d) Upon execution of this Permit by the Permittee, the Permittee shall pay to the Port Authority all unpaid fees and other monies due and payable under this Permit as of the date of execution.

6. Late and Service Charges.

(a) If the Permittee should fail to pay any amount required under this Permit when due to the Port Authority or if any such amount is found to be due as the result of an audit, then, in such event, the Port Authority may impose (by statement, bill or otherwise) a late charge with respect to each such unpaid amount for each late charge period (hereinbelow described) during the entirety of which such amount remains unpaid, each such late charge not to exceed an amount equal to eight-tenths of one percent (.8%) of such unpaid amount for each late charge period. There shall be twenty-four (24) late charge periods on a calendar year basis; each late charge period shall be for a period of at least fifteen (15) calendar days except one late charge period each calendar year may be for a period of less than fifteen (15) (but not less than thirteen (13)) calendar days. Without limiting the generality of the foregoing, late charge periods in the case of amounts found to have been owing to the Port Authority as the result of Audit Findings (as defined below) shall consist of each late charge period following the date the unpaid amount should have been paid under this Permit. Each late charge shall be payable immediately upon demand made at any time therefor by the Port Authority. No acceptance by the Port Authority of payment of any unpaid amount or of any unpaid late charge amount shall be deemed a waiver of the right of the Port Authority to payment of any late charge or late charges payable under the provisions of this Section with respect to such unpaid amount. Nothing in this Section is intended to, or shall be deemed to, affect, alter, modify or diminish in any way (x) any rights of the Port Authority under this Permit, including without limitation the Port Authority's rights set forth in Section 2 hereof or (y) any obligations of the Permittee under this Permit. In the event that any late charge imposed pursuant to this Section shall exceed a legal maximum applicable to

such late charge, then, in such event, each such late charge payable under this Permit shall be payable instead at such legal maximum.

(b) (1) The Permittee shall permit and/or cause to be permitted in ordinary business hours during the effective period of this Permit and for one (1) year thereafter the examination and audit by the officers, employees and representatives of the Port Authority of all the records and books of account of the Permittee (including without limitation all corporate records and books of account which the Port Authority in its sole discretion believes may be relevant in connection with the Permittee's use and occupancy of the Space as permitted hereunder) within ten (10) days following any request by the Port Authority from time to time and at any time to examine and audit any such corporate records and books of account.

(2) In the event that upon conducting an examination and audit as described in this Section the Port Authority determines that unpaid amounts are due to the Port Authority by the Permittee (the "**Audit Findings**"), the Permittee shall be obligated, and hereby agrees, to pay to the Port Authority a service charge in the amount equal to five percent (5%) of the Audit Findings. Each such service charge shall be payable immediately upon demand (by notice, bill or otherwise) made at any time therefor by the Port Authority. Such service charge(s) shall be exclusive of, and in addition to, any and all other moneys or amounts due to the Port Authority by the Permittee under this Permit or otherwise. No acceptance by the Port Authority of payment of any unpaid amount or of any unpaid service charge shall be deemed a waiver of the right of the Port Authority of payment of any late charge(s) or other service charge(s) payable under the provisions of this Permit with respect to such unpaid amount. Each such service charge shall be and become fees, recoverable by the Port Authority in the same manner and with like remedies as if it were originally a part of the fees to be paid hereunder. Nothing in this Section is intended to, or shall be deemed to, affect, alter, modify or diminish in any way (x) any rights of the Port Authority under this Permit, including, without limitation, the Port Authority's rights to revoke this Permit or (y) any obligations of the Permittee under this Permit.

7. Security Deposit.

(a) ***Security Deposit.***

(1) *Required Security Amount.* As security for the Permittee's full, faithful and prompt performance of and compliance with all of its obligations under this Permit, the Permittee shall, upon its execution and delivery of this Permit, deposit with the Port Authority (and shall keep deposited throughout the Term) the sum set forth in the Special Endorsements hereto as the "**Required Security Amount**", either in cash, or in bonds of the United States of America, the State of New Jersey, the State of New York, or The Port Authority of New York and New Jersey, having a market value of the Required Security Amount; provided, however, that if the Required Security Amount is Twenty Thousand Dollars and No Cents ($20,000.00) or greater, the Permittee shall be required, instead, to deliver to the Port Authority a letter of credit as provided in the following paragraph (b).

(2) *Requirements for Bonds.* Bonds qualifying for deposit hereunder shall be in bearer form, but if bonds of that issue were offered only in registered form, then the Permittee may deposit such bond or bonds in registered form, provided, however, that the Port Authority shall be under no obligation to accept such deposit of a bond in registered form unless such bond has been re-registered in the name of the Port Authority (the expense of such re-registration to be borne by the Permittee) in a manner satisfactory to the Port Authority. The Permittee may request the Port Authority to accept a registered bond in the Permittee's name and, if acceptable

to the Port Authority the Permittee shall deposit such bond together with a bond power (and such other instruments or other documents as the Port Authority may require) in form and substance satisfactory to the Port Authority. In the event the deposit is returned to the Permittee, any expenses incurred by the Port Authority in re-registering a bond to the name of the Permittee shall be borne by the Permittee.

(3) *Use of Deposit.* In addition to any and all other remedies available to it, the Port Authority shall have the right, at its option, at any time and from time to time, with or without notice, to use the deposit or any part thereof in whole or partial satisfaction of any of its claims or demands against the Permittee. There shall be no obligation on the Port Authority to exercise such right and neither the existence of such right nor the holding of the deposit itself shall cure any default or breach of this Permit on the part of the Permittee. With respect to any bonds deposited by the Permittee, the Port Authority shall have the right, in order to satisfy any of its claims or demands against the Permittee, to sell the same in whole or in part, at any time and from time to time, with or without prior notice at public or private sale, all as determined by the Port Authority, together with the right to purchase the same at such sale free of all claims, equities or rights of redemption of the Permittee. The Permittee hereby waives all right to participate therein and all right to prior notice or demand of the amount or amounts of the claims or demands of the Port Authority against the Permittee. The proceeds of every such sale shall be applied by the Port Authority first to the costs and expenses of the sale (including but not limited to advertising or commission expenses) and then to the amounts due the Port Authority from the Permittee. Any balance remaining shall be retained in cash toward bringing the deposit to the Required Security Amount. In the event that the Port Authority shall at any time or times so use the deposit, or any part thereof, or if bonds shall have been deposited and the market value thereof shall have declined below the Required Security Amount, the Permittee shall, on demand of the Port Authority and within two (2) days thereafter, deposit with the Port Authority additional cash or bonds so as to maintain the deposit at all times at the full Required Security Amount, and such additional deposits shall be subject to all the conditions of this Section.

(4) *No Encumbrance.* The Permittee agrees that it will not assign or encumber the deposit.

(5) *Interest.* The Permittee may collect or receive any interest or income earned on bonds and interest paid on cash deposited in interest-bearing bank accounts, less any part thereof or amount which the Port Authority is or may hereafter be entitled or authorized by law to retain or to charge in connection therewith, whether as or in lieu of an administrative expense, or custodial charge, or otherwise; provided, however, that the Port Authority shall not be obligated by this provision to place or to keep cash deposited hereunder in interest-bearing bank accounts.

(6) *Return of Deposit.* After the expiration or earlier termination of the Term, and upon condition that the Permittee shall then be in no way in default under any part of this Permit, and upon written request therefor by the Permittee, the Port Authority will return the deposit to the Permittee less the amount of any and all unpaid claims and demands (including estimated damages) of the Port Authority by reason of any default or breach by the Permittee of this Permit.

(7) *Tax Number.* For the purposes of the foregoing provisions, the Permittee hereby certifies that its federal Taxpayer Identification Number is set forth in the Special Endorsements hereto.

(b) Letter of Credit.

(1) *Letter of Credit in Lieu of Security Deposit.* In lieu of the security deposit required pursuant to the preceding paragraph (a), the Permittee may deliver (if the Required Security Amount is less than Twenty Thousand Dollars and No Cents ($20,000.00)), and *must* deliver (if the Required Security Amount is Twenty Thousand Dollars and No Cents ($20,000.00) or greater) to the Port Authority, as security for all obligations of the Permittee under this Permit, a clean irrevocable letter of credit issued by a banking institution satisfactory to the Port Authority and having its main office within the Port of New York and New Jersey District, in favor of the Port Authority in the amount of the Required Security Amount.

(2) *Form and Terms.* The form and terms of each letter of credit delivered under this Section, as well as the institution issuing it (which shall be an investment-grade rated bank), shall be subject to the prior and continuing approval of the Port Authority; the form of any proposed letter of credit shall be submitted to the Port Authority in advance for review and approval by its Credit, Collection and Accounts Receivable unit. Such letter of credit shall provide that it shall continue throughout the Term and for a period of not less than six (6) months thereafter; such continuance may be by provision for automatic renewal or by substitution of a subsequent satisfactory letter of credit.

(3) *Return of Any Existing Security Deposit.* Upon acceptance of such letter of credit by the Port Authority, and upon request by the Permittee made thereafter, the Port Authority will return any security deposit theretofore made under and in accordance with the provisions of the foregoing paragraph (a). The Permittee shall have the same rights to receive such deposit during the existence of a valid letter of credit as it would have to receive such sum upon expiration of the Term and fulfillment of the obligations of the Permittee under this Permit.

(4) *Cancellation; Drawdowns.* Upon notice of cancellation of a letter of credit, the Permittee agrees that unless, by a date twenty (20) days prior to the effective date of cancellation, the letter of credit is replaced by security in the Required Security Amount or another letter of credit satisfactory to the Port Authority, the Port Authority may draw down the full amount thereof, and thereafter the Port Authority will hold the same as security under the foregoing paragraph (a). If the Port Authority makes any drawing under a letter of credit held by the Port Authority hereunder, the Permittee, on demand of the Port Authority and within two (2) days thereafter, shall bring the letter of credit back up to the full Required Security Amount.

(5) *Failure to Provide Letter of Credit.* Following the Port Authority's acceptance of a letter of credit in lieu of the security deposit required pursuant to the foregoing paragraph (a), any failure to provide such letter of credit at any time during the Term which is valid and available to the Port Authority, including any failure of any banking institution issuing any such letter of credit previously accepted by the Port Authority to make one or more payments as may be provided in such letter of credit, shall be deemed to be a breach of this Permit on the part of the Permittee.

(6) *No Waiver.* No action by the Port Authority pursuant to the terms of any letter of credit, or receipt by the Port Authority of funds from any bank issuing any such letter of credit, shall be deemed to be a waiver of any default by the Permittee under the terms of this Permit, and all remedies under this Permit of the Port Authority consequent upon such default shall not be affected by the existence of, or a recourse to, any such letter of credit.

(c) ***Obligations under other Agreements.***

If the Permittee is obligated by any other agreement to maintain a security deposit with the Port Authority to insure payment and performance by the Permittee of all fees, rentals, charges and obligations which may become due and owing to the Port Authority arising from the Permittee's operations at the Facility pursuant to any such other agreement or otherwise, then all such obligations under such other agreement and any deposit pursuant thereto also shall be deemed obligations of the Permittee under this Permit and as security hereunder as well as under any such other agreement and all provisions of such other agreement with respect to such obligations and any obligations thereunder of the Port Authority as to the security deposit are hereby incorporated herein by this reference as though fully set forth herein and hereby made a part hereof. The termination, revocation, cancellation or expiration of any other agreement to which such security shall apply or any permitted assignment of such other agreement shall not affect such obligations as to such security which shall continue in full force and effect hereunder.

8. Indemnification of Port Authority.

(a) The Permittee shall indemnify and hold harmless the Port Authority, its Commissioners, officers, employees and representatives, from and against (and shall reimburse the Port Authority for the Port Authority's costs and expenses including legal costs and expenses incurred in connection with the defense of) all claims and demands of third persons, including but not limited to claims and demands for death or personal injuries, or for property damages, arising out of any of the operations, acts or omissions of the Permittee hereunder.

(b) The Permittee represents that it is the owner of or fully authorized to use or sell any and all services, processes, machines, articles, marks, names or slogans used or sold by it in its operations under or in any way connected with this Permit. Without in any way limiting its obligations under the preceding paragraph (a) hereof, the Permittee agrees to indemnify and hold harmless the Port Authority, its Commissioners, officers, employees, agents and representatives of and from any loss, liability, expense, suit or claim for damages in connection with any actual or alleged infringement of any patent, trademark or copyright, or arising from any alleged or actual unfair competition or other similar claim arising out of the operations of the Permittee under or in any way connected with this Permit.

(c) If so directed, the Permittee shall at its own expense defend any suit based on any claim or demand referred to in the foregoing paragraphs (a) or (b) (even if such claim or demand is groundless, false or fraudulent), and in handling such it shall not, without obtaining the prior written consent of the General Counsel of the Port Authority, raise any defense involving in any way the jurisdiction of the tribunal, the immunity of the Port Authority, its governmental nature or the provisions of any statutes respecting the Port Authority.

(d) In the event of any injury or death to any person (other than employees of the Permittee) at the Facility when caused by the Permittee's operations, acts or omissions of the Permittee hereunder, or damage to any property (other than the Permittee's property) at the Facility when caused by the Permittee's operations, acts or omissions of the Permittee hereunder, the Permittee shall immediately notify the Port Authority and promptly thereafter furnish to the Port Authority copies of all reports given to the Permittee's insurance carrier.

9. Right of Entry Reserved. The Port Authority shall have the right at any time and as often as it considers necessary, to inspect the Space and (without any obligation so to do) to

enter thereon to make ordinary repairs, and in the event of emergency to take such action therein as may be required for the protection of persons or property.

10. Law Compliance.

(a) The Permittee shall procure all licenses, certificates, permits or other authorization from all governmental authorities, if any, having jurisdiction over the Permittee's operations at the Facility which may be necessary for the Permittee's operations thereat.

(b) The Permittee shall pay all taxes, license, certification, permit and examination fees and excises which may be assessed, levied, exacted or imposed on its property or operation hereunder or on the gross receipts or income therefrom, and shall make all applications, reports and returns required in connection therewith.

(c) The Permittee shall promptly observe, comply with and execute the provisions of any and all present and future governmental laws, rules, regulations, requirements, orders and directions which may pertain or apply to the Permittee's operations at the Facility.

(d) The Permittee's obligations to comply with governmental requirements are provided herein for the purpose of assuring proper safeguards for the protection of persons and property at the Facility and are not to be construed as a submission by the Port Authority to the application to itself of such requirements or any of them.

11. Rules and Regulations. The Permittee shall observe and obey (and compel its officers, employees, guests, invitees, and those doing business with it, to observe and obey) the rules and regulations and procedures of the Port Authority now in effect, and such further reasonable rules and regulations and procedures which may from time to time during the effective period of this Permit, be promulgated by the Port Authority for reasons of safety, health, preservation of property or maintenance of a good and orderly appearance of the Facility or for the safe and efficient operation of the Facility. The Port Authority agrees that, except in cases of emergency, it shall give notice to the Permittee of every rule and regulation hereafter adopted by it at least five (5) days before the Permittee shall be required to comply therewith.

12. Conduct of Operations.

(a) The Permittee shall immediately comply with all orders, directives and procedures as may be issued by the Manager of the Facility covering the operations of the Permittee under this Permit at any time and from time to time. The Port Authority may, at any time and from time to time, without prior notice or cause, withdraw or modify any designations, approvals, substitutions or redesignations given by it hereunder.

(b) The Permittee shall not install any fixtures or make any alterations, additions, improvements or repairs to any property of the Port Authority except with the prior written approval of the Port Authority.

(c) Unless otherwise expressly provided, the Permittee shall not install any vending machines or similar devices in the Space or use the Space (or permit it to be used) for the sale to its employees or to the public of any of the following goods and services: beverages, food, candy, gum, ice cream or ice cream products, tobacco or tobacco products, periodicals, books, drugs, toys, games, souvenirs, jewelry, novelties, clothing, flowers, sporting or photographic goods, toilet articles, theatre tickets, shoe shines, pressing and cleaning, developing

and printing of photographs and films or baggage-checking. The specificity of the foregoing enumeration of disallowed activities shall not be deemed to infer that any particular activities not so enumerated are permitted under this Permit.

(d) No signs, posters or similar devices shall be erected, displayed or maintained in view of the general public in or about the Space without the written approval of the Manager of the Facility; and any not approved by him may be removed by the Port Authority at the expense of the Permittee. The Permittee shall not display, or permit the display of, advertising of third parties in the Space.

(e) The Permittee, its employees, invitees and those doing business with it shall have no right hereunder to park vehicles within the Facility, except in regular parking areas upon payment of regular charges therefor.

(f) The operations of the Permittee, its employees, invitees and those doing business with it shall be conducted in an orderly and proper manner and so as not to annoy, disturb or be offensive to others at the Facility. The Permittee shall provide and its employees shall wear or carry badges or other suitable means of identification which shall be subject to the approval of the Manager. The Port Authority shall have the right to object to the Permittee as to the demeanor, conduct and appearance of the Permittee's employees, invitees and those doing business with it, whereupon the Permittee will take all steps necessary to remove the cause of the objection.

(g) The Permittee shall daily remove from the Facility by means of facilities provided by it all garbage, debris and other waste material (whether solid or liquid) arising out of or in connection with the permission granted hereunder, and any such not immediately removed shall be temporarily stored in a clean and sanitary condition, in suitable garbage and waste receptacles, the same to be made of metal and equipped with tight-fitting covers, and to be of a design safely and properly to contain whatever material may be placed therein; said receptacles being provided and maintained by the Permittee. The receptacles shall be kept covered except when filling or emptying the same. The Permittee shall exercise extreme care in removing such garbage, debris and other waste materials from the Facility. The manner of such storage and removal shall be subject in all respects to the continual approval of the Port Authority. No facilities of the Port Authority shall be used for such removal unless with its prior consent in writing. No such garbage, debris or other waste materials shall be or be permitted to be thrown, discharged or disposed into or upon the waters at or bounding the Facility.

13. Care of Space.

(a) The Permittee shall at all times keep the Space in a clean and orderly condition and appearance, together with all fixtures, equipment and personal property of the Permittee and of the Port Authority located in or on the Space, including without limitation thereto the interior surface of windows and both sides of all entrance doors.

(b) The Permittee shall repair, replace, rebuild and paint all or any part of the Space or of the Facility which may be damaged or destroyed by the acts or omissions of the Permittee, its officers, members, employees, agents, representatives, contractors, customers, guests, invitees or other persons who are doing business with the Permittee who are on or at the Space or the Facility with the consent of the Permittee.

(c) The Permittee shall take good care of the Space, including therein, without limitation thereto, walls, partitions, floors, ceilings, doors and columns, and all parts thereof, and all equipment and fixtures, and shall do all preventive maintenance and make all necessary non-structural repairs, replacements, rebuilding and painting necessary to keep the Space in the condition existing on the effective date and to keep any improvements, additions and fixtures made or installed during the effective period of this Agreement in the condition they were in when made or installed except for reasonable wear which does not adversely affect the watertight condition or structural integrity of the building or adversely affect the efficient or proper utilization or the appearance of any part of the Space.

(d) In the event the Permittee fails to commence so to make or do any repair, replacement, rebuilding or painting required by this Agreement within a period of ten (10) days after notice from the Port Authority so to do, or fails diligently to continue to completion the repair, replacement, rebuilding or Painting of all the premises required to be repaired, replaced, rebuilt or painted by the Permittee under the terms of this Agreement, the Port Authority may, at its option, and in addition to any other remedies which may be available to it, repair, replace, rebuild or paint all or any part of the Space included in the said notice, the Port Authority's cost thereof to be paid by the Permittee on demand. This option or the exercise thereof shall not be deemed to create or imply any obligation or duty to the Permittee or others.

(e) The obligation of the Permittee as set forth in paragraphs (b) and (c) above, in the event of damage or destruction covered by any contract of insurance under which the Port Authority is the insured, is hereby released to the extent that the loss is recouped by actual payment to the Port Authority of the proceeds of such insurance; provided, however, that if at any time because of this release the insurance carrier of any policy covering the premises or any part thereof shall increase the premiums otherwise payable for fire, extended coverage or rental coverage applicable to the premises; the Permittee shall pay to the Port Authority an amount equivalent to such increase or increases on demand; and provided, further, that if at any time this release shall invalidate any such policy of insurance or reduce, limit or void the rights of the Port Authority thereunder, or if because of this release, any such insurance carrier shall cancel any such policy or shall refuse to issue or renew the same or shall refuse to issue a policy with an endorsement thereon under which this release is permitted without prejudice to the interest of the insured or shall cancel such endorsement or refuse to renew the same or shall take any other action to alter, decrease or diminish the benefits of the Port Authority under the policy, then the release shall be void and of no effect. Nothing herein shall be construed to imply an obligation on the Port Authority to carry any such insurance policy or to obtain or keep in force any such endorsement.

(f) The Port Authority shall have no duty of repair or maintenance as to the Space or any fixtures, equipment or personal property which is located in or on the Space.

(g) The Permittee shall immediately clear all drainage and supply stoppages and partial blocks, in and in connection with any plumbing fixtures, equipment and system which are a part of or are located in or on the Space. All glass in windows and doors which are a part of or are located in or on the Space and which may be broken shall be replaced by the Permittee not later than five days after breakage or at any earlier date if so directed by the Port Authority and immediately if such replacement is necessary to protect the Space, any part thereof or any

other property of the Port Authority against damage, loss or theft. The Permittee shall have no obligation under this paragraph where the condition is caused by the negligence or willful misconduct of the Port Authority.

(h) The Permittee shall immediately notify the Port Authority if any portion or all of the Space or any of the said Port Authority fixtures, equipment or personal property is destroyed, damaged or in need of repair, regardless of the Permittee's responsibility therefor.

(i) Nothing herein contained shall relieve the Permittee of its obligations to secure the Port Authority's written approval before installing any fixtures in or upon or making any alterations, decorations, additions or improvements in the Space.

(j) In the event of a partial or total destruction of the Space, the Permittee shall immediately remove any and all of its property and debris from the Space or portion thereof destroyed.

14. Permittee Property.

(a) Any personal property placed or installed by the Permittee in the Space shall remain the property of the Permittee and must be removed on or before the Expiration Date or on or before the revocation or termination of the permission hereby granted, whichever shall be earlier.

(b) If the Permittee shall fail to remove its property upon the expiration, termination or revocation hereof, the Port Authority may, at its option, as agent for the Permittee and at the Permittee's risk and expense, remove such property to a public warehouse for deposit or retain the same in its own possession and after the expiration of thirty (30) days sell the same at public auction, the proceeds of which shall be applied first to the expenses of sale, second to any sums owed by the Permittee to the Port Authority, and any balance remaining shall be paid to the Permittee, or may take such other action as may be necessary or desirable. Any excess of the total cost of removal, storage and sale over the proceeds of sale shall be paid by the Permittee to the Port Authority upon demand.

15. Prohibited Acts.

(a) The Permittee shall promptly observe, comply with and execute the provisions of any and all present and future rules and regulations, requirements, orders and directions of the National Board of Fire Underwriters and the Fire Insurance Rating Organization of New Jersey, or of any other board or organization exercising or which may exercise similar functions, which may pertain or apply to the Permittee's operations hereunder. If by reason of the Permittee's failure to comply with the provisions of this Section, any fire insurance, extended coverage or rental insurance rate on the Facility or any part thereof or upon the contents of any building thereon shall at any time be higher than it otherwise would be, then the Permittee shall on demand pay the Port Authority that part of all fire insurance premiums paid or payable by the Port Authority which shall have been charged because of such violation by the Permittee.

(b) The Permittee shall not do or permit to be done any act which

(i) will invalidate or be in conflict with any fire insurance policies covering the Facility or any part thereof or upon the contents of any building thereon, or

(ii) will increase the rate of any fire insurance, extended coverage or rental insurance on the Facility or any part thereof or upon the contents of any building thereon, or

(iii) in the opinion of the Port Authority will constitute a hazardous condition, so as to increase the risks normally attendant upon the operations contemplated by this Permit, or

(iv) may cause or produce upon the Facility any unusual, noxious or objectionable smokes, gases, vapors or odors, or

(v) may interfere with the effectiveness or accessibility of the drainage and sewerage system, fire-protection system, sprinkler system, alarm system, fire hydrants and hoses, if any, installed or located or to be installed or located in or on the Facility, or

(vi) shall constitute a nuisance in or on the Facility or which may result in the creation, commission or maintenance of a nuisance in or on the Facility.

(c) For purposes of this Section, "Facility" includes all structures located thereon.

16. Specifically Prohibited Activities.

(a) The Permittee shall not dispose of nor permit anyone to dispose of any waste materials (whether liquid or solid) by means of any toilets, sanitary sewers or storm sewers at the Facility.

(b) The Permittee shall not dispose of, release or discharge nor permit anyone to dispose of, release or discharge any Hazardous Substance on the Facility. Any Hazardous Substance disposed of, released or discharged by the Permittee (or permitted by the Permittee to be disposed of, released or discharged) on the Facility shall upon notice by the Port Authority to the Permittee be completely removed and/or remediated by the Permittee at its sole cost and expense.

(c) The Permittee shall not operate any engine or any item of automotive equipment in the Space without adequate ventilation.

(d) The Permittee shall not use any cleaning materials having a harmful or corrosive effect in the Space.

(e) The Permittee shall not fuel or defuel any equipment in the Space or elsewhere at the Facility without the prior approval of the Manager of the Facility except in accordance with Port Authority rules and regulations.

(f) The Permittee shall not start or operate any engine or any item of automotive equipment in the Space unless such space is adequately ventilated and unless such engine is equipped with a proper spark-arresting device.

(g) The Permittee shall not solicit business in the public areas of the Facility and shall not at any time use any electric amplifying devices or hand megaphones whatsoever.

17. Labor Disturbances.

(a) (1) The Permittee shall not employ any persons or use any labor, or use or have any equipment, or permit any condition to exist, which shall or may cause or be conducive to any labor complaints, troubles, disputes or controversies at the Facility which interfere or are likely to interfere with the operation of the Facility or any part thereof by the Port Authority or with the operations of the lessees, licensees, permittees or other users of the Facility or with the operations of the Permittee under this Permit.

(2) The Permittee shall immediately give notice to the Port Authority (to be followed by written notice and reports) of any and all impending or existing labor complaints, troubles, disputes or controversies and the progress thereof. The Permittee shall use its best efforts to resolve any such complaints, troubles, disputes or controversies.

(b) If any type of strike or other labor activity is directed against the Permittee at the Facility or against any operations pursuant to this Permit resulting in picketing or boycott for a period of at least forty-eight (48) hours, which, in the opinion of the Port Authority, adversely affects or is likely adversely to affect the operation of the Facility or the operations of other permittees, lessees or licensees thereat, whether or not the same is due to the fault of the Permittee, and whether caused by the employees of the Permittee or by others, the Port Authority may at any time during the continuance thereof, by twenty-four (24) hours' notice, revoke this Permit, effective at the time specified in the notice. Revocation shall not relieve the Permittee of any liabilities or obligations hereunder which shall have accrued on or prior to the effective date of revocation.

18. Duties under Other Agreements.

(a) Except as specifically provided herein to the contrary, the Permittee shall not, by virtue of the issue and acceptance of this Permit, be released or discharged from any liabilities or obligations whatsoever under any other Port Authority permits or agreements including but not limited to any permits to make alterations.

(b) In the event that any space or location covered by this Permit is the same as is or has been covered by another Port Authority permit or other agreement with the Permittee, then any liabilities or obligations which by the terms of such permit or agreement, or permits thereunder to make alterations, mature at the expiration or revocation or termination of said permit or agreement, shall be deemed to survive and to mature at the expiration or sooner termination or revocation of this Permit, insofar as such liabilities or obligations require the removal of property from and/or the restoration of the space or location.

19. Notices. A bill or statement may be rendered or any notice or communication which the Port Authority may desire to give the Permittee shall be deemed sufficiently rendered or given if the same be in writing and sent by registered or certified mail addressed to the Permittee at the address specified on the cover page hereof or at the latest address that the Permittee may substitute therefor by notice to the Port Authority, or left at such address, or delivered to the Permittee's Representative, and the time of rendition of such bill or statement and of the giving of such notice or communication shall be deemed to be the time when the same

is mailed, left or delivered as herein provided. Any notice from the Permittee to the Port Authority shall be validly given if sent by registered or certified mail addressed to the Executive Director of the Port Authority at 225 Park Avenue South, New York, New York 10003 or at such other address as the Port Authority shall hereafter designate by notice to the Permittee.

20. No Broker. The Permittee represents and warrants that no broker has been concerned in the negotiation or execution of this Permit and that there is no broker who is or may be entitled to be paid a commission in connection therewith. The Permittee shall indemnify the Port Authority and save it harmless from any and all claims which have been or which may be made by any and all persons, firms, or corporations whatsoever for services in connection with the negotiation and execution of this Permit or in connection with any permission to use the Space.

21. Waiver of Trial by Jury. The Permittee hereby waives its right to trial by jury in any summary proceeding or action that may hereafter be instituted by the Port Authority against the Permittee in respect of the Space and/or in any action that may be brought by the Port Authority to recover fees, damages, or other sums due and owing under this Permit. The Permittee specifically agrees that it shall not interpose any claims as counterclaims in any summary proceeding or action for non-payment of fees or other amounts which may be brought by the Port Authority unless such claims would be deemed waived if not so interposed. The foregoing reference to summary proceedings shall not be construed to mean that a landlord-tenant relationship exists between the Port Authority and the Permittee.

22. Effect of Use and Occupancy after Expiration, Revocation or Termination. Without in any way limiting any other provision of this Permit, unless otherwise notified by the Port Authority in writing, in the event the Permittee continues its use and occupancy of the Space after the expiration, revocation or termination of the effective period of the permission granted under this Permit, as such effective period of permission may be extended from time to time, in addition to any damages to which the Port Authority may be entitled under this Permit or other remedies the Port Authority may have by law or otherwise, the Permittee shall pay to the Port Authority a fee for the period commencing on the day immediately following the date of such expiration or the effective date of such revocation or termination and ending on the date that the Permittee shall surrender and completely vacate the Space at a rate equal to twice the monthly fee as provided for herein then in effect. Nothing herein contained shall be deemed to give the Permittee any right to continue its use and occupancy of the Space after the expiration, revocation or termination of the effective period of the permission granted under this Permit. The Permittee acknowledges that the failure of the Permittee to surrender, vacate and yield up the Space to the Port Authority on the effective date of such expiration, revocation or termination will or may cause the Port Authority injury, damage or loss. The Permittee hereby assumes the risk of such injury, damage or loss and hereby agrees that it shall be responsible for the same and shall pay the Port Authority for the same whether such are foreseen or unforeseen, special, direct, consequential or otherwise and the Permittee hereby expressly agrees to indemnify and hold the Port Authority harmless against any such injury, damage or loss.

23. No Personal Liability. No Commissioner, officer, agent or employee of the Port Authority shall be charged personally by the Permittee with any liability, or held liable to it, under any term or provision of this Permit, or because of its execution or attempted execution, or because of any breach hereof.

24. No Waiver. No failure by the Port Authority to insist upon the strict performance of any agreement, term, covenant or condition of this Permit or to exercise any right or remedy consequent upon a breach or default thereof, and no extension, supplement or amendment of this Permit during or after a breach thereof, unless expressly stated to be a waiver, and no acceptance by the Port Authority of fees, charges or other payments in whole or in part after or during the continuance of any such breach or default, shall constitute a waiver of any such breach or default of such agreement, term, covenant or condition. No agreement, term, covenant or condition of this Permit to be performed or complied with by the Permittee, and no breach or default thereof, shall be waived, altered or modified except by a written instrument executed by the Port Authority. No waiver by the Port Authority of any default or breach on the part of the Permittee in performance of any agreement, term, covenant or condition of this Permit shall affect or alter this Permit but each and every agreement, term, covenant and condition thereof shall continue in full force and effect with respect to any other existing or subsequent breach or default thereof.

25. Construction and Application of Terms.

(a) The use of headings in this Permit is for convenience of reference only and in no way intended to define, limit or describe the scope or intent of any provision hereof.

(b) Any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not be applicable to the interpretation of this Permit or any amendments, addendums or supplements hereto or any endorsements, exhibits, schedules or other attachments hereto.

(c) The provisions and obligations contained in any endorsements, exhibits, schedules or other attachments hereto shall have the same force and effect as if set forth in full herein.

(d) To the extent that any provisions of this Permit are in any instance to be construed in accordance with the laws of a state, the laws of the State of New Jersey shall apply.

26. Entire Agreement. This Permit, including the cover page, the Terms and Conditions and the attached exhibits, endorsements, schedules and other attachments, if any, constitutes the entire agreement of the parties on the subject matter hereof and may not be changed, modified, discharged or extended, except by written endorsement duly executed on behalf of the parties and attached hereto. The Permittee agrees that no representations or warranties shall be binding upon the Port Authority unless expressed in writing herein.

The Port Authority, by its officers, employees, representatives, contractors, licensees, and their employees, shall have the right for the benefit of the Port Authority, or the Permittee and/or for the benefit of others than the Permittee to maintain existing and future heating, water, gas, electricity, sewerage, drainage, fire protection sprinkler, ventilating, refrigerating, fuel and communication systems and other such service systems, including all tubes, pipes, lines, mains, wires, conduits and equipment on or about the Space and to enter upon the Space at all reasonable times and to make such repairs, replacements and alterations as may, in the opinion of the Port Authority, be deemed necessary or advisable, and, from time to time, to construct or install over, on, in or under the Space new tubes, pipes, lines, mains, wires, conduits and equipment, provided however, that the same shall be done so as to interfere as little as reasonably possible with the Permittee's operations.

Nothing contained in this Endorsement shall or shall be construed to impose upon the Port Authority any obligations so to maintain or to make repairs, replacements, alterations or additions or any liability for failure to do so.

STANDARD ENDORSEMENT NO. 11.1
MAINTENANCE OF SERVICE FACILITIES
All Facilities
7/21/49

"Port Authority Bus Terminal" or "Terminal" shall mean the building bounded by 40th and 41st Streets, 8th and 9th Avenues, in the City, County and State of New York and the extension of the Port Authority Bus Terminal, contiguous thereto and lying to the north thereof; all of which now constitutes the Port Authority Bus Terminal.

STANDARD ENDORSEMENT NO. 19.6
Port Authority Bus Terminal
02/09/89

SPECIAL ENDORSEMENTS

1. **Space**. Subject to and in accordance with all the terms and conditions of this Permit and the Endorsements annexed hereto, the Port Authority hereby grants the Permittee permission to use and occupy the:

> Main Office Space located in the subway level in the North Wing of the Facility, known as Suite 50-N, as shown in diagonal cross-hatching on the sketch attached hereto, hereby made a part hereof.

together with the fixtures, improvements and other property of the Port Authority located or to be located therein or thereon (the "***Space***"). The Port Authority and the Permittee hereby acknowledge that the Space constitutes non-residential real property.

2. **Purposes**. The Permittee shall use each Space for the following purposes and for no other purposes whatsoever: for administrative and office purposes in connection with the Permittee's operations at the Facility.

3. **Fees**.

(a) The Permittee shall pay monthly fees to the Port Authority for each Space in the amounts provided in the applicable table on the schedule entitled "Fixed Fee Schedule" attached hereto and hereby made a part hereof. Such fees shall be payable as of the Effective Date and thereafter on the first day of each calendar month throughout the period of permission hereunder.

(b) If the permission granted hereunder becomes effective on a date other than the first day of a calendar month or expires or is revoked or terminated on a date other than the last day of a calendar month, the fees payable for the part of the month during which the permission is in effect shall be computed by prorating each monthly fee on a daily basis, using the exact number of days in the month involved.

4. **Maintenance and Construction**

(a) The Permittee shall not install any equipment, improvement or fixtures in the Space or perform any construction work therein without the prior written approval of the Port Authority as to the design and type of unit to be installed as well as the method and manner of installation. Prior to the installation of any unit in any Space, the Permittee shall submit to the Port Authority for its approval an application pursuant to and in compliance with the Tenant Construction and Alteration Process Manual in the form supplied by the Port Authority, including such terms and conditions and such plans and specifications as the Port Authority may require setting forth in detail the design and type of unit proposed by the Permittee to be installed and the method and manner of the installation work to be performed by the Permittee to prepare and equip such Space for its operations therein. The Permittee shall be responsible at its sole cost and expense for the performance of the installation work. Any installation, placement or attachment made without the approval of the Port Authority, and any such that does not continue

to meet with the continuing approval of the Port Authority, shall immediately be removed by the Permittee. In the event of the Permittee's failure to remove the same, the Port Authority may do so at the Permittee's cost and expense. The Port Authority reserves the right to require the Permittee to obtain the approval of the Port Authority as to the time and manner of any maintenance, servicing and repair operations upon any of the Permittee's equipment, facilities, fixtures or property installed in, placed upon, or attached to the Space.

(b) Without limiting or affecting any other term or provision of this Permit, the Permittee shall be solely responsible for the design, adequacy and operation of all utility, mechanical, electrical, communications and other systems installed in the Space and shall do all preventive maintenance and make all repairs, replacements, rebuilding (ordinary or extraordinary, structural or non-structural) and painting necessary to keep such systems and all other improvements, additions, fixtures, finishes and decorations made or installed by the Permittee (whether the same involves structural or non-structural work) in the condition they were in when made or installed except for reasonable wear which does not affect adversely the structural integrity of the building or adversely affect the efficient or proper utilization or appearance of any part of the Space.

(c) The Permittee agrees that, in the performance of all construction work including, without limitation, the "Construction Work", it will comply with the Port Authority's policy on sustainable design as set forth in the sustainable design guidelines promulgated by the Port Authority Engineering Department from time to time.

5. **Services.**

(a) Electricity

(i) The Port Authority will supply electricity to the Permittee at the Space on such days and during such hours as the Permittee conducts its operations at the Space, to the extent that the Permittee's consumption does not exceed the capacity of feeders, risers or wiring in the Space or the Facility, the Permittee's consumption and demand for such electricity to be measured by a meter or meters installed by the Port Authority.

(ii) From and after the Effective Date hereof, the Permittee shall take the same and pay at the greater of: (i) the rates (including the fuel or other adjustment factor) which the Permittee at the time of such purchase and under the service classification then applicable to it would have to pay for the same quantity of electricity to be used for the same purposes under the same conditions if it received the electricity directly from the public utility supplying the same to commercial buildings in the vicinity; or (ii) the Port Authority's cost of obtaining and supplying the same quantity of electricity. In the event any meter is out of service or fails to record the consumption and demand for electricity by the Permittee, the Permittee's consumption and demand for electricity will be considered to be the same as its consumption and demand for a like period as measured by such meter, either immediately before or immediately after such interruption or failure of a meter, which period shall be selected by the Port Authority. The Permittee shall pay the amount as so determined for each such billing period to the Port Authority upon demand therefor and the same shall be deemed an additional fee collectible in the same manner and with like remedies as if it were a part of the fee reserved hereunder.The Port

Authority will supply electricity to the Permittee at each Space on such days and during such hours as the Permittee conducts its operations at such Space, to the extent that the Permittee's consumption does not exceed the capacity of feeders, risers or wiring in the applicable Space or the Facility.

(b) Chilled Water and Air-cooling System

(i) The Port Authority will supply chilled water to the Permittee in amounts sufficient to maintain the Space to an even and comfortable working temperature from May 1st to September 30th.

(ii) The Permittee shall pay a monthly fee to the Port Authority for the provision of chilled water to the Space (the "***Chilled Water Fee***") in the amount of Four Thousand Three Hundred Ninety Dollars and Seventy Cents ($4,390.70). The Chilled Water Fee shall be payable as of the Effective Date and thereafter on the first day of each calendar month throughout the period of permission hereunder, subject to the increases as provided in subparagraph (iv) below.

(iii) As used in subparagraph (iv) below:

A. "***Index***" shall mean the Consumer Price Index for All Urban Consumers - New York-Northern New Jersey-Long Island, NY-NJ-CT (All Items, unadjusted 1982-84=100) published by the Bureau of Labor Statistics of the United States Department of Labor.

B. "***Base Period***" shall mean the calendar month of September 2013

C. "***Adjustment Period***" shall mean, as the context requires, the calendar month of September 2014 and the calendar month of September of every calendar year which thereafter occurs during the balance of the term of the letting granted under this Agreement.

D. "***Anniversary Date***" shall mean, as the context requires, January 1, 2015 (the "***First Anniversary Date***"), and January 1st of every calendar year which thereafter occurs during the balance of the term of the letting granted under this Agreement.

E. "***Percentage Increase***" shall mean the percentage of increase in the Index on each Anniversary Date, equal to: (x) with respect to the First Anniversary Date, a fraction of which the numerator shall be the Index for the Adjustment Period immediately preceding such Anniversary Date less the Index for the Base Period, and the denominator shall be the Index for the Base Period, and (y) with respect to each Anniversary Date thereafter, a fraction of which the numerator shall be the Index for the Adjustment Period immediately preceding such Anniversary Date less the Index for the Adjustment Period one (1) year prior to the Adjustment Period immediately preceding such Anniversary Date, and the denominator shall be the Index for Adjustment Period one (1) year prior to the Adjustment Period immediately preceding such Anniversary Date.

(iv) Commencing on each Anniversary Date, and continuing through to the day preceding the next Anniversary Date or the Expiration Date, as the case may be, in lieu of the Chilled Water Fee set forth in subparagraph (ii) hereof, the Lessee shall pay the Chilled Water Fee at an annual rate equal to the sum of (A) the Chilled Water Fee payable immediately prior to such Anniversary Date, including all amounts included therein as a result of prior adjustment thereof pursuant to this subparagraph (iv) and (B) the product obtained by multiplying such Chilled Water Fee by the Percentage Increase for such Anniversary Date.

(v) In the event the Index to be used in computing any adjustment referred to in paragraph (iii) hereof is not available on the effective date of such adjustment, the Lessee shall continue to pay the Chilled Water Fee at the annual rate then in effect subject to retroactive adjustment at such time as the specified Index becomes available; provided, however, that the Port Authority may at its option substitute for such Index the Index for the latest preceding month then published to constitute the specified Index. In the event the United States Consumer Price Index for All Urban Consumers - New York-Northern New Jersey-Long Island, NY-NJ-CT (All Items, unadjusted 1982-84=100) shall hereafter be converted to a different standard reference base or otherwise revised or the United States Department of Labor shall cease to publish the United States Consumer Price Index for All Urban Consumers - New York-Northern New Jersey-Long Island, NY-NJ-CT (All Items, unadjusted 1982-84=100), then for the purposes hereof there shall be substituted for the Index such other appropriate index or indices properly reflecting changes in the value of current United States money in a manner similar to that established in the Index used in the latest adjustment as the Port Authority in its discretion determine.

If after an adjustment in the Chilled Water Fee shall have been fixed for any period, the Index used for computing such adjustment shall be changed or adjusted, then the Chilled Water Fee adjustment for that period shall be recomputed, and from and after notification of the change or adjustment, the Lessee shall make payments based upon the recomputed Chilled Water Fee and upon demand shall pay any excess in the Chilled Water Fee due for such period as recomputed over amounts theretofore actually paid on account of the Chilled Water Fee for such period.

(vi) For the avoidance of doubt, the adjusted Chilled Water Fee shall never be less than the applicable Chilled Water Fee in effect during the Annual Period immediately preceding the relevant Anniversary Date at which such Chilled Water Fee shall be adjusted.

(vii) Without limiting the generality of rights of entry upon the Space elsewhere in this Permit reserved to the Port Authority, the Port Authority shall have, for itself, its officers, employees, representatives, contractors and subcontractors, the right to enter upon the Space at all times to construct, install, maintain, replace, repair or improve the air-cooling system or any part thereof providing service for the part of the Facility in which the Space is located. Air-cooling shall be furnished subject to all the provisions of this Permit and in accordance with the following:

A. If the air-cooling in or on a particular Space can be controlled by mechanisms within such Space, the Permittee shall shut off the air-cooling before closing and leaving such Space at any time for any period. The Port Authority shall have the

rights of entry specified in Section 9 of the Terms and Conditions hereof for the purpose of observing the Permittee's compliance with the provisions hereof and the Port Authority may lock, seal or install any timing device on or in connection with any air-cooling control mechanism so as to provide that such Space shall only be air-cooled during the hours and days stipulated hereunder.

B. If the Permittee erects any partitions or makes any improvements, which partitions or improvements stop, hinder, obstruct or interfere with the cooling of the air or the heating of a particular Space, then no such action by the Permittee shall impose any obligation on the Port Authority to install facilities, fixtures or equipment for air-cooling or for heating additional to those presently existing or presently contemplated or to increase the capacity or output of existing or presently contemplated facilities, equipment or fixtures, and the Permittee shall not in any such event be relieved of any of its obligations hereunder because a comfortable temperature is not maintained. No consent or approval given by the Port Authority in connection with the erection of partitions or the making of any improvements shall be or be deemed to be a representation that the work consented to or approved will not stop, hinder, obstruct or interfere with either the cooling of the air or heating of the Space. It is hereby understood further that the installation by the Permittee of any equipment which itself requires air-cooling or which requires additional quantities of air-cooling shall not impose any obligation on the Port Authority to increase the capacity or output of initially existing facilities, equipment or fixtures for the cooling of the air or the heating of the Space and the Permittee shall not in any such event be relieved of any of its obligations hereunder.

(c) The Port Authority shall have no obligations or responsibility with respect to the performance of any services or providing, supplying or furnishing to the Permittee of any utilities or services whatsoever except as expressly provided in this Special Endorsement. Without limiting the generality of any other provisions of this Permit, or the Rules and Regulations of the Port Authority referred to herein, the Permittee shall not retain any contractor for the performance of any cleaning, janitorial or maintenance work in the Space without the prior written consent of the Port Authority.

(d) If any federal, state, municipal or other governmental body, authority or agency or any public utility assesses, levies, imposes, makes or increases any charge, fee or rent on the Port Authority for any service, system or utility now or in the future applied to or available to the Space or to any occupants or users thereof or to the structure or building of which the premises form a part (including but not limited to any sewer rent or charge for the use of sewer systems), the Permittee shall, at the option of the Port Authority exercised at any time and from time to time by notice to the Permittee, pay, in accordance with said notice, such charge, fee or rent or increase thereof (or the portion thereof allocated by the Port Authority to the Space or the Permittee's operations hereunder) either directly to the governmental body, authority or agency or to the public utility or directly to the Port Authority.

(e) Notwithstanding that the Port Authority may have agreed to supply a service hereunder to the Permittee where such service is to be metered, the Port Authority shall be under no obligation to provide or continue any such service if the Port Authority is prevented by law from submetering such service or has agreed with the supplier of such service not to submeter such service.

(f) Notwithstanding that the Port Authority may have agreed to supply a service hereunder to the Permittee where such service is to be metered, the Port Authority shall be under no obligation to provide or continue any such service if the Port Authority is prevented by law from submetering such service or has agreed with the supplier of such service not to submeter such service.

(g) The Port Authority shall have the right to temporarily discontinue the supply of any of the above services when necessary or desirable in the opinion of the Port Authority in order to make any repairs, alterations, changes or improvements in the Space or elsewhere in the building of which the Space forms a part including all systems for the supply of services.

(h) Notwithstanding that the Port Authority may have agreed to supply a service hereunder to the Permittee, the Port Authority shall be under no obligation to supply any such service if and to the extent and during any period that the supplying of any such service or the use of any component necessary therefor shall be prohibited or rationed by any federal, state or municipal law, rule, regulation, requirement, order or direction and if the Port Authority deems it in the public interest to comply therewith, even though such law, rule, regulation., requirement, order or direction may not be mandatory on the Port Authority. If by operation of this subdivision or the previous subdivision any service for which the Permittee has agreed to pay a flat sum is discontinued for any period during the effective period of the permission granted hereunder, the Permittee shall be relieved of its obligation to pay for such service for any such period or if any such service is supplied during fewer hours or in lesser amounts than agreed during any period during the effective period of the permission granted hereunder, the Permittee shall be relieved proportionately of its obligation to pay for any such service for any such period.

(i) No failure, delay or interruption in any of the above services shall be or shall be construed to be an eviction of the Permittee, shall be grounds for any diminution or abatement of the fees payable hereunder, or shall constitute grounds for any claim by the Permittee for damages, consequential or otherwise, unless due to the negligence of the Port Authority, its employees or agents. The Permittee shall not be entitled to receive any of the above services during any period during which the Permittee wastes any of the services or is in default under any of the provisions of this Permit.

6. **Holdover**. The provisions of Section 22 of the Terms and Conditions of this Permit shall survive the expiration or the earlier revocation of the permission hereunder granted. Neither the receipt of any sum as damages pursuant to the provisions of said Section, nor any other act taken by the Port Authority pursuant to the provisions thereof in apparent affirmation of the Permittee's use and occupancy of the Space for any period beyond the Expiration Date or the effective date of the earlier revocation of the permission hereunder granted shall or shall be deemed to grant the Permittee a right to remain in occupancy of the Space after the Expiration Date or the effective date of the earlier revocation of the permission hereunder granted, or shall or shall be deemed to be a waiver by the Port Authority of or a limitation of the Port Authority's right to exercise any remedy available to it under this Permit or otherwise at law or in equity, to obtain possession of the Space should the Permittee fail to terminate its occupancy thereof and to deliver actual, physical possession thereof to the Port Authority on or before the Expiration Date

or the earlier revocation of the permission hereunder granted, including without limitation the right to terminate this Permit pursuant to the terms hereof, and the right to institute summary proceedings.

7. **Method of Operation**.

(a) The Permittee shall not, on the grounds of race, creed, color, sex or national origin, discriminate or permit discrimination against any person or person in its selling of merchandise or rendering of services hereunder or in its employment practices and procedures or in any of its operations or activities under or in connection with this Permit.

(b) Without limiting the generality of any other provision of this Permit, the Permittee shall not keep, maintain, place or install in the Space any fixtures or equipment the use of which is not consistent with and required for the purposes of this Permit and the Permittee shall not use or connect any equipment or engage in any activity or operation in the Space which will cause or tend to cause an overloading of the capacity of any existing or future utility, mechanical, electrical, communications or other systems or portions thereof on the Space or elsewhere at the Facility nor shall the Permittee do or permit to be done anything which may interfere with the effectiveness or accessibility thereof.

(c) The Permittee shall not overload any floor, roadway, passageway, pavement or other surface or any wall, partition, column or other supporting member or any elevator or other conveyance in the Space or at the Facility and, without limiting any other provision of this Permit, the Permittee shall repair, replace or rebuild any such as may be damaged by overloading.

(d) Subject to and in accordance with the provisions of Section 10 of the Terms and Conditions hereof, the Permittee shall make any and all improvements, alterations or repairs of the Space that may be required at any time hereafter by any present or future governmental law, rule, regulation, requirement, order or direction or by any present or future rule, regulation, requirement, order or direction of the National Fire Protection Association and the New York Fire Insurance Rating Organization, and of any other board or organization exercising or which may exercise similar functions, which may pertain or apply to the operations of the Permittee on the Space.

8. **Migration of Non-hazardous Materials**. In addition to and not in lieu of Section 8 of the Terms and Conditons hereof, the Port Authority shall not be liable to the Permittee or others for any personal injury, death or property damage from falling material, water, rain, hail, snow, gas, steam, dampness, explosion, smoke, radiation and/or electricity whether the same may leak into or fall, issue or flow from any part of the Space or of the Facility including, without limitation thereto, any utility, mechanical, electrical, communications or other systems therein or from any other place or quarter unless said damage, injury or death shall be due to the sole negligent acts or willful misconduct of the Port Authority, its employees or agents.

9. **Revocation**. Such provisions of this Permit as apply to the rights and obligations of the parties hereto upon the expiration of the permission granted by this Permit shall apply to the rights and obligations of the parties hereto upon the revocation of the said permission.

10. **Gifts**.

(a) During the effective period of the permission granted under this Permit, the Permittee shall not give or agree to give anything of value either to a Port Authority employee, agent, job shopper, consultant, construction manager or other person or firm representing the Port Authority or to a member of the immediate family (i.e., a spouse, child, parent, brother or sister) of any of the foregoing in connection with the performance by such employee, agent, job shopper, consultant, construction manager or other person or firm representing the Port Authority of duties involving transactions with the Permittee on behalf of the Port Authority whether or not such duties are related to this Permit or any other Port Authority lease, contract or matter. Any such conduct shall be deemed a material breach of this Permit.

(b) As used herein, "anything of value" shall include, but not be limited to, any (i) favors, such as meals, entertainment, transportation (other than that contemplated by this Permit or any other Port Authority lease or contract), etc., which might tend to obligate the Port Authority employee to the Permittee, or (ii) gift, gratuity, money, goods, equipment, services, lodging, discounts not available to the general public, offers or promises of employment, loans or the cancellation thereof, preferential treatment or business opportunity. Such term shall not include compensation contemplated by this Permit or any other Port Authority lease or contract.

(c) In addition, during the effective period of the permission granted under this Permit, the Permittee shall not make an offer of employment or use confidential information in a manner proscribed by the Code of Ethics and Financial Disclosure dated as of April 11, 1996, as may have been or may be amended (a copy of which is available upon request to the Office of the Secretary of the Port Authority).

(d) The Permittee shall include the provisions of this paragraph in each contract or subcontract entered into under and pursuant to the provisions of this Permit.

(e) The Permittee certifies that it has not made any offers or agreements or given or agreed to give anything of value (as defined in this paragraph) or taken any other action with respect to any Port Authority employee or former employee or immediate family member of either which would constitute a breach of ethical standards under the Code of Ethics and Financial Disclosure dated as of April 11, 1996 referred to in this paragraph, as may have been or may be amended, nor does the Permittee have any knowledge of any act on the part of a Port Authority employee or former Port Authority employee relating either directly or indirectly to the Permittee which constitutes a breach of the ethical standards set forth in said Code.

11. **Security – Letter of Credit**. The Permittee acknowledges that it has provided the Port Authority with a clean irrevocable letter of credit issued by JPMorgan Chase Bank, N.A., December 8, 2010, No. CPCS-893334, in the amount of $980,000.00, in favor of the Port Authority (the "***Permittee's Letter of Credit***"). The Permittee agrees that (i) this Permit is an agreement covered by the Permittee's Letter of Credit and (ii) the Permittee's Letter of Credit is the Required Security Deposit under Section 7 of the Terms and Conditions of this Permit and is subject to all the terms, conditions, obligations, requirements and covenants of such section 7.

12. **OFAC**

(a) The Permittee hereby represents and warrants to the Port Authority that the Permittee (x) is not a person or entity with whom the Port Authority is restricted from doing business under the regulations of the Office of Foreign Assets Control ("***OFAC***") of the United States Department of the Treasury (including, without limitation, those named on OFAC's Specially Designated and Blocked Persons list) or under any statute, executive order or other regulation relating to national security or foreign policy (including, without limitation, Executive Order 13224 of September 23, 2001, *Blocking Property and Prohibiting Transactions With Persons Who Commit, Threaten To Commit, or Support Terrorism*), or other governmental action related to national security, the violation of which would also constitute a violation of law, such persons being referred to herein as "***Blocked Persons***" and such regulations, statutes, executive orders and governmental actions being referred to herein as "***Blocked Persons Laws***") and (y) is not engaging in any dealings or transactions or be otherwise associated with Blocked Persons in violation of any Blocked Persons Laws. The Permittee acknowledges that the Port Authority is entering into this Permit in reliance on the foregoing representations and warranties and that such representations and warranties are a material element of the consideration inducing the Port Authority to enter into and execute this Permit.

(b) The Permittee covenants that (i) during the period of permission hereunder it shall not become a Blocked Person, and shall not engage in any dealings or transactions or be otherwise associated with Blocked Persons in violation of any Blocked Persons Laws. In the event of any breach of the aforesaid covenant, the same shall constitute an event of default and, accordingly, a basis for termination of the Permit by the Port Authority, in addition to any and all other remedies provided under the Permit or at law or in equity, which does not constitute an acknowledgement by the Port Authority that such breach is capable of being cured. In the event of any such termination by the Port Authority, the Permittee shall, immediately on receipt of the Port Authority's termination notice, cease all use of and operations permitted under this Permit and surrender possession of the Space to the Port Authority without the Port Authority being required to resort to any other legal process.

(c) The provisions of this Section shall survive the expiration or earlier termination of the period of permission hereunder.

13. **Loss or Theft**. Without limiting the generality of any of the provisions of this Permit, the Port Authority shall have no liability of any kind whatsoever for loss, theft or damage of or to any property, equipment or materials of any kind whatsoever placed in the Space or elsewhere at the Airport including, but not limited to, any loss, theft or damage due to the acts or omissions of the Port Authority.

14. "In the event that the Port Authority terminates this Permit without cause, the Permittee shall be permitted to claim a reimbursement from the Port Authority for the unamortized value of any investments made by the Permittee in a new heating, ventilating and air conditioning ("*HVAC*") system for the Space. This reimbursement shall be limited to a maximum amount of $500,000 for a one-time improvement of such new HVAC system during the period of permission hereunder; provided that, such maximum amount of $500,000 shall be reduced by any amounts previously reimbursed to the Permittee under Port Authority Permit No.

BTP-005 ("***BTP-005***") in connection with Permittee's investment in an HVAC system in the space covered by BOF-024 (for example, if the Permittee is reimbursed $200,000 under BTP-005 for its investment in an HVAC system, then the maximum amount of reimbursement under this paragraph (a) would be reduced from $500,000 to $300,000). The unamortized value shall be determined with a straight-line depreciation, which shall not extend beyond the period of permission hereunder. The total amount eligible for the Permittee to claim for reimbursement from the Port Authority for any and all HVAC investments in the Terminal is $500,000."

15. **Relocation**. Without limiting any other right of revocation or termination set forth in this Permit, the Port Authority may at any time and from time to time, in connection with a program of seismic and security related improvements, revoke the permission granted hereunder as to any Space on thirty (30) days' prior notice to the Permittee and require the Permittee to relocate, temporarily or permanently, partially or entirely, to a different location within the Facility and the Permittee agrees that it shall comply promptly at its own expense with any such direction or requirement from the Port Authority and to execute, upon receipt from the Port Authority, whatever amendments or other instruments as may be required to correctly reflect the foregoing.. The Permittee shall leave the vacated area in the condition required under this Permit in the case of expiration and all obligations with respect to the vacated area which would have matured on the effective date of expiration of the Permit shall mature as to the vacated area on the required date of relocation hereunder. In the event of relocation, the Permittee shall promptly remove all property from the affected area. In the event the Permittee fails to immediately relocate to such new location, the Port Authority shall have the right to do so at the risk of the Permittee, and the Permittee shall pay the Port Authority the expense thereof on demand. Without in any way limiting any other right of entry set forth in this Permit, the Port Authority at any time and from time to time, shall also have the right to enter upon any Space to perform construction work related to such seismic and security program.

16. **Governing Law**. This Permit and any claim, dispute or controversy arising out of, under or related to this Permit, the relationship of the parties hereunder, and/or the interpretation and enforcement of the rights and obligation of the parties hereunder shall be governed by, interpreted and construed in accordance with the laws of the State of New York, without regard to choice of law principles.

For the Port Authority

Initialed:

For the Permittee

FIXED FEE SCHEDULE

North Wing Subway Level Office Space (Suite 50-N):

PERIOD OF PERMISSION	MONTHLY FEE
January 1, 2014- December 31, 2014	$20,896.65
January 1, 2015- December 31, 2015	$21,628.03
January 1, 2016- December 31, 2016	$22,385.01
January 1, 2017- December 31, 2017	$23,168.49
January 1, 2018- December 31, 2018	$23,979.39
January 1, 2019- December 31, 2019	$24,818.67
January 1, 2020- December 31, 2020	$25,687.32
January 1, 2021- December 31, 2021	$26,586.38
January 1, 2022- December 31, 2022	$27,516.90
January 1, 2023- December 31, 2023	$28,479.99

For the Port Authority

Initialed:

For the Permittee

INSURANCE SCHEDULE

(a) The Permittee named in the permit to which this Insurance Schedule is attached and of which it constitutes an integral part (the "Permit"), in its own name as insured and including the Port Authority as an additional insured, shall maintain and pay the premiums during the effective period of the Permit on a policy or policies of Commercial General Liability Insurance, including premises-operations and products-completed operations and covering bodily-injury liability, including death, and property damage liability, none of the foregoing to contain care, custody or control exclusions, and providing for coverage in the limit set forth below:

Minimum Limits

Commercial General Liability Insurance

Combined single limit per occurrence for death, bodily injury and property damage liability:	$2,000,000

Workers' Compensation and Employers Liability Insurance

Permittee's obligations under the applicable State Workers' Compensation Law for those employees of the Permittee employed in operations conducted pursuant to the Permit at or from the Facility:	Statutory

In the event the Permittee maintains the foregoing insurance in limits greater than aforesaid, the Port Authority shall be included therein as an additional insured, except for the Workers' Compensation and Employers Liability Insurance policies, to the full extent of all such insurance in accordance with all terms and provisions of the Permit, including without limitation this Insurance Schedule.

(b) Each policy of insurance, except for the Workers' Compensation and Employers Liability Insurance policies, shall also contain an ISO standard "separation of insureds" clause or a cross liability endorsement providing that the protections afforded the Permittee thereunder with respect to any claim or action against the Permittee by a third person shall pertain and apply with like effect with respect to any claim or action against the Permittee by the Port Authority and any claim or action against the Port Authority by the Permittee, as if the Port Authority were the named insured thereunder, but such clause or endorsement shall not limit, vary, change or affect the protections afforded the Port Authority thereunder as an additional insured. Each policy of insurance shall also provide or contain a contractual liability endorsement covering the obligations assumed by the Permittee under this Permit.

(c) All insurance coverages and policies required under this Insurance Schedule may be reviewed by the Port Authority for adequacy of terms, conditions and limits of coverage at any time and from time to time during the period of permission under the Permit. The Port Authority may, at any such time, require additions, deletions, amendments or modifications to the above-scheduled insurance requirements, or may require such other and additional insurance, in such reasonable amounts, against such other insurable hazards, as the Port Authority may deem required and the Permittee shall promptly comply therewith.

(d) Each policy must be specifically endorsed to provide that the policy may not be cancelled, terminated, changed or modified without giving thirty (30) days' written advance notice thereof to the Port Authority. Each policy shall contain a provision or endorsement that the insurer "shall not, without obtaining express advance permission from the General Counsel of the Port Authority, raise any defense involving in any way the jurisdiction of the tribunal over the person of the Port Authority, the immunity of the Port Authority, its Commissioners, officers, agents or employees, the governmental nature of the Port Authority or the provisions of any statutes respecting suits against the Port Authority." The foregoing provisions or endorsements shall be recited in each policy or certificate to be delivered pursuant to the following paragraph (e).

(e) A certified copy of each policy or a certificate of insurance evidencing the existence thereof, or binders, shall be delivered to the Port Authority upon execution and delivery of the Permit by the Permittee to the Port Authority. In the event any binder is delivered it shall be replaced within thirty (30) days by a certified copy of the policy or a certificate of insurance. Any renewal policy shall be evidenced by a renewal certificate of insurance delivered to the Port Authority at least thirty (30) days prior to the expiration of each expiring policy, except for any policy expiring after the date of expiration of the Permit. The aforesaid insurance shall be written by a company or companies approved by the Port Authority. If at any time any insurance policy shall be or become unsatisfactory to the Port Authority as to form or substance or if any of the carriers issuing such policy shall be or become unsatisfactory to the Port Authority, the Permittee shall promptly obtain a new and satisfactory policy in replacement. If the Port Authority at any time so requests, a certified copy of each policy shall be delivered to or made available for inspection by the Port Authority.

(f) The foregoing insurance requirements shall not in any way be construed as a limitation on the nature or extent of the contractual obligations assumed by the Permittee under the Permit. The foregoing insurance requirements shall not constitute a representation or warranty as to the adequacy of the required coverage to protect the Permittee with respect to the obligations imposed on the Permittee by the Permit or any other agreement or by law.

For the Port Authority

Initialed:

For the Permittee

: For Port Authority Use Only :
:License Agmt. No.: BT-GHD-BPU-502 :

PORT AUTHORITY BUS TERMINAL
BUS PARKING LICENSE

The Port Authority of New York and New Jersey (the "**Port Authority**") hereby grants to the Licensee named below permission to use, on a non-exclusive basis, at the Port Authority Bus Terminal, in the Borough of Manhattan, City, County and State of New York (the "**Facility**"), such interior bus parking space(s) as the General Manager of the Facility may designate from time to time (each, a "**Bus Parking Space**", and collectively, the "**Bus Parking Spaces**"), in accordance with the Terms and Conditions and Special Endorsements hereto; and the Licensee agrees to pay the fee specified below and to perform all other obligations imposed upon it in the said Terms and Conditions and said Special Endorsement:

1. **LICENSEE:** GREYHOUND LINES, INC., a Delaware corporation

2. **LICENSEE'S ADDRESS:** 350 North Saint Paul Street
Dallas, Texas 75201

3. **LICENSEE'S REPRESENTATIVE:** Mark Fallis, Director of Real Estate

4. **PERMITTED USE:** For the parking of four (4) Buses operated by the Licensee, but only when the same are empty and only in connection with the Licensee's operations at the Facility, and for no other use whatsoever.

5. **FEES:** As set forth in Special Endorsement No. 1 hereof.

6. **EFFECTIVE DATE:** January 1, 2014

7. **EXPIRATION DATE:** December 31, 2016, unless sooner revoked or terminated as herein provided.

8. **REQUIRED SECURITY DEPOSIT AMOUNT:** None

9. **INSURANCE REQUIREMENTS:** As set forth in the Insurance Schedule attached hereto.

10. **ENDORSEMENTS:** Special Endorsements and Insurance Schedule.

Dated: As of January 1, 2014

THE PORT AUTHORITY OF NEW YORK AND NEW JERSEY

By _____

Name CEDRICK T. FULTON
(Please Print Clearly)

(Title) DIRECTOR TUNNELS, BRIDGES & TERMINALS DEPT.

GREYHOUND LINES, INC., Licensee

By _____

Name David S. Leach
(Please Print Clearly)

(Title) President

Port Authority Use Only	
Approval as to Terms:	Approval as to Form:

- COVER PAGE -

SPECIAL ENDORSEMENT

1. **Fees.** During the effective period of the permission granted under this License, the Licensee shall pay to the Port Authority a fee for each Bus Parking Space as follows:

(a) Unrestricted Spaces:

(i) During the period commencing on January 1, 2014 and continuing through December 31, 2014, in the amount of Nine Hundred Eighteen Dollars and Seventy-five Cents ($918.75) per space, per month, payable in advance on January 1, 2014 and on the first day of each month thereafter occurring during such period;

(ii) During the period commencing on January 1, 2015 and continuing through December 31, 2015, in the amount of Nine Hundred Sixty-four Dollars and Seventy Cents ($964.70) per space, per month, payable in advance on January 1, 2015 and on the first day of each month thereafter occurring during such period;

(iii) During the period commencing on January 1, 2016 and continuing through December 31, 2016, in the amount of One Thousand Thirteen Dollars and No Cents ($1,013.00) per space, per month, payable in advance on January 1, 2016 and on the first day of each month thereafter occurring throughout the effective period of the permission granted under this License.

(b) Restricted Spaces:

(i) During the period commencing on January 1, 2014 and continuing through December 31, 2014, in the amount of Five Hundred Seventy-five Dollars and No Cents ($575.00) per space, per month, payable in advance on January 1, 2014 and on the first day of each month thereafter occurring during such period;

(ii) During the period commencing on January 1, 2015 and continuing through December 31, 2015, in the amount of Six Hundred Three Dollars and Seventy-five Cents ($603.75) per space, per month, payable in advance on January 1, 2015 and on the first day of each month thereafter occurring during such period;

(iii) During the period commencing on January 1, 2016 and continuing through December 31, 2016, in the amount of Six Hundred Thirty-four Dollars and No Cents ($634.00) per space, per month, payable in advance on January 1, 2016 and on the first day of each month thereafter occurring throughout the effective period of the permission granted under this License.

2. (a) The Port Authority and the Licensee have heretofore entered into an operating agreement, dated as of **May 1, 2008** and bearing Port Authority number **TBT-GHD-BLA-007** (the "OP Agreement") under which the Licensee deposited with the Port Authority as security for the OP Agreement, a letter of credit (the "LC") in the amount of Nine Hundred Thirty Thousand Dollars and No cents ($930,000.00). The parties hereto agree that the LC shall serve as

security under this License for the full, faithful and prompt performance of, and compliance with, on the part of the Licensee all of the terms, provisions, covenants and conditions of this License. Any breach or failure to perform or comply with any of the terms and conditions of the LC or the OP Agreement, including without limitation failure to provide a new letter of credit (the "New LC") in accordance with the terms and provisions of the LC or the OP Agreement at any time during the term of the OP Agreement or any failure of any banking institution issuing the LC or the New LC to make one or more payments as provided in the LC or the New LC, as applicable, shall constitute a material breach of this License and the OP Agreement thereby entitling the Port Authority to immediately exercise any and all rights available to it, including without limitation the right to terminate this License for cause.

(b) The provisions of this Special Endorsement shall survive the expiration or termination of the OP Agreement and/or this License, as the case may be. Upon such expiration or termination, without the necessity for executing any further instrument, the provisions of this Special Endorsement shall continue in full force and effect and no part of such security shall then or thereafter be returned to the Licensee until the later to occur of (a) the termination or expiration of this License and (b) the termination or expiration of the OP Agreement, at which ultimate time, upon condition that the Licensee shall then be in no way in default or breach, including anticipatory breach, under any obligation to the Port Authority and upon written request of the Licensee, the Port Authority will return the said security, as and in such an amount as then appropriate hereunder and under the OP Agreement, as the case may be, less the sum of any and all unpaid claims and demands (including estimated damages) of the Port Authority by reason of any such default or breach.

For the Port Authority

Initialed:

For the Licensee

TERMS AND CONDITIONS

1. Certain Definitions.

(a) **"Bus"** shall mean a self-propelled highway vehicle designed and constructed for the carriage of passengers for hire, employing as a source of motive power (either directly or by electrical transmission) a reciprocating internal-combustion or a turbine engine (not including a jet-propulsion engine) utilizing as fuel, gasoline, diesel oil, or any other substance utilized by highway vehicles as fuel and permitted by the laws of New York and by those of New Jersey then in effect and also under the then existing rules and regulations governing the use of the Facility (and then only in strict compliance with the requirements of such laws, rules and regulations).

(b) **"Cover Page"** shall mean the page, designated "Cover Page", attached to the front of this License and forming an integral part hereof.

(c) **"Effective Date"** shall mean the date designated as the "Effective Date" in Item 6 on the Cover Page.

(d) **"Executive Director"** shall mean the person or persons from time to time designated by the Port Authority to exercise the powers and functions vested in the Executive Director by this License; but until further notice from the Port Authority to the Licensee it shall mean the Executive Director of the Port Authority for the time being or his duly designated representative or representatives.

(e) **"Expiration Date"** shall mean the date designated as the "Expiration Date" in Item 7 on the Cover Page.

(f) **"Facility"** shall mean the Port Authority Bus Terminal, comprising the building bounded by 40th and 41st Streets, 8th and 9th Avenues, in the City, County and State of New York, and the extension of the Port Authority Bus Terminal, contiguous thereto and lying to the north thereof.

(g) **"General Manager of the Facility"** shall mean the person or persons from time to time designated by the Port Authority to exercise the powers and functions vested in the said General Manager by this License; but until further notice from the Port Authority to the Licensee it shall mean the General Manager (or temporary or Acting General Manager) of the Facility for the time being, or his or her duly designated representative or representatives.

(h) **"Hazardous Substance"** shall mean any pollutant, contaminant, toxic or hazardous waste, dangerous substance, potentially dangerous substance, noxious substance, toxic substance, flammable, explosive or radioactive material, urea formaldehyde foam insulation, asbestos, polychlorinated biphenyls (PCBs), chemicals known to cause cancer, endocrine disruption or reproductive toxicity, petroleum and petroleum products and substances declared to be hazardous or toxic or the removal, containment or restriction of which is required, or the manufacture, preparation, production, generation, use, maintenance, treatment, storage, transfer, handling or ownership of which is restricted, prohibited, regulated or penalized by any federal, state, county, or municipal or other local statute or law now or at any time hereafter in effect as amended or supplemented and by the regulations adopted and publications promulgated pursuant thereto.

(i) **"Licensee's Representative"** shall mean the individual named in Item 3 on the Cover Page, or such other individual as the Licensee may designate by Notice in accordance with the provisions of the Section hereof entitled "*Notices*".

(j) **"Restricted Space"** shall mean a Bus Parking Space so designated by the General Manager of the Facility. Restricted Spaces may be used only during the hours of 10:00 o'clock a.m. to 4:00 o'clock p.m. seven days a week.

(k) **"Unrestricted Space"** shall mean any Bus Parking Space that is not a Restricted Space.

2. Effectiveness.

(a) The permission granted by this License shall take effect upon the Effective Date. Notwithstanding any other term or condition hereof, it may at any time be revoked by the Port Authority without cause upon thirty (30) days' prior notice, and terminated by the Licensee without cause upon thirty (30) days' prior notice; provided, however, that it may be revoked on twenty-four (24) hours' notice if the Licensee fails to keep, perform and observe each and every promise, agreement, condition, term and provision contained in this License, including without limitation the obligation to pay fees. Further, in the event the Port Authority exercises its right to revoke or terminate this License for any reason other than "without cause", the Licensee shall be obligated to pay to the Port Authority an amount equal to all costs and expenses reasonably incurred by the Port Authority in connection with such revocation or termination, including without limitation any re-entry, regaining or resumption of possession, collecting all amounts due to the Port Authority, the restoration of any space which may be used and occupied under this License (on failure of the Licensee to have it restored), preparing such space for use by a succeeding licensee, the care and maintenance of such space during any period of non-use of the space, the foregoing to include, without limitation, personnel costs and legal expenses (including but not limited to the cost to the Port Authority of in-house legal services), repairing and altering the space and putting the space in order (such as but not limited to cleaning the same). Unless sooner revoked or terminated, such permission shall expire in any event upon the Expiration Date. Revocation or termination shall not relieve the Licensee of any liabilities or obligations hereunder which shall have accrued on or prior to the effective date of revocation or termination.

(b) Without limiting any other rights it may have hereunder, the Port Authority shall have the right to revoke this License by giving to the Licensee at least five (5) days' prior notice if, by reason of the revocation, termination or expiration of any existing or future other agreements, the Licensee shall cease to be entitled to use, on a continuing contract basis, an enclosed vehicular level at the Facility. Revocation by the Port Authority pursuant to this paragraph shall have the same effect as if the effective date of revocation were the Expiration Date, and the Licensee agrees that such revocation shall not relieve the Licensee of any liabilities or obligations of the Licensee which shall have accrued on or prior to the effective date of revocation.

(c) No exercise by the Port Authority of any right of revocation granted to it in this Section shall be deemed to be a waiver of any other rights of revocation contained in this Section or elsewhere in this License or a waiver of any other rights or remedies which may be available to the Port Authority under this License or otherwise.

3. Licensee's Rights and Obligations.

(a) The Bus Parking Spaces shall be used, pursuant to the permission hereby granted,

(i) if the Licensee is a corporation, by the Licensee acting only through the medium of its officers and employees,

(ii) if the Licensee is an unincorporated association, or a "Massachusetts" or business trust, by the Licensee acting only through the medium of its members, trustees, officers and employees,

(iii) if the Licensee is a partnership, by the Licensee acting only through the medium of its general partners and employees, or

(iv) if the Licensee is an individual, by the Licensee acting only personally or through the medium of his employees; or

(v) if the Licensee is a limited liability company, by the Licensee acting only through the medium of its members, managers and employees;

and the Licensee shall not, without the written approval of the Port Authority, use the Bus Parking Spaces through the medium of any other person, corporation or legal entity. The Licensee shall not assign or transfer this License or the permission granted hereby, or enter into any contract requiring or permitting the doing of anything hereunder by an independent contractor, without the written approval of the Port Authority. In the event of the issuance of this License to more than one individual or other legal entity (or to any combination thereof), then and in that event each and every obligation or undertaking herein stated to be fulfilled or performed by the Licensee shall be the joint and several obligation of each such individual or other legal entity.

(b) The Licensee's Representative shall have full authority to act for the Licensee in connection with this License and any act or things done or to be done hereunder, and to execute on the Licensee's behalf any amendments or supplements to this License or any extension hereof and to give and receive Notices hereunder.

(c) This License shall not constitute the Licensee the agent or representative of the Port Authority for any purpose whatsoever.

(d) Neither the execution and delivery of this License nor any act done pursuant thereto shall create between the Licensee and the Port Authority the relationship of bailor and bailee, storer and garagekeeper or any other relationship except that of licensee and licensor; nor shall there be created thereby any legal status which would impose upon the Port Authority with respect to any vehicles or other property in the Bus Parking Spaces any duty or obligation whatsoever. The Licensee expressly agrees that the Port Authority shall have no liability with respect to the Licensee's vehicles or other property, to property or vehicles for which the Licensee is responsible, to vehicles or other property in the Bus Parking Spaces with the consent of the Licensee or to property of employees, drivers or passengers of the Licensee left in or on such vehicles. Without limiting the generality the Section hereof entitled

"*Indemnification of the Port Authority*", the Licensee hereby agrees to indemnify the Port Authority and hold it harmless against all claims and demands of third persons for loss of or damage to vehicles using or parked in the Bus Parking Spaces, whether owned or operated by the Licensee or owned or operated by third persons or to property of owners, shippers, consignees or other persons interested, or of drivers, employees, passengers or other persons doing business or connected with the Licensee, contained in or on such vehicles.

4. Requirements as to Buses.

(a) Prior to introducing into the Facility any type, style, size or model of Bus theretofore not operating at the Facility, the Licensee shall in all events obtain the General Manager's written approval (notwithstanding that any such type, style, size or model of Bus or its proposed manner of operation in the Facility may conform to the following restrictions). All Buses shall, in any event, be subject to the following restrictions:

(i) Buses shall not exceed one hundred two inches (102") in width.

(ii) Buses shall not exceed forty-five feet (45') in length.

(iii) Buses shall have a maximum gross loaded weight not in excess of forty-eight thousand (48,000) pounds avoirdupois, distributed to provide not more than twenty thousand (20,000) pounds per axle.

(iii) Buses operating on the Lower Bus Level of the Facility shall not exceed twelve feet (12') in height.

(iv) Buses operating on the Intermediate Bus Level (Third Floor) and Upper Bus Level (Fourth Floor) of the Facility shall not exceed eleven feet six inches (11'6") in height.

Buses fueled by Compressed Natural Gas ("CNG") may operate only in designated locations in the PABT.

(b) Buses shall be kept clean and maintained in good working order, and shall be operated in strict compliance with all applicable laws, rules and regulations, including without limitation the laws of New York and those of New Jersey and also under the rules and regulations governing the use of the Lincoln Tunnel.

5. Condition of Bus Parking Spaces.

(a) The Licensee hereby acknowledges that prior to the execution of this License it has thoroughly examined and inspected the Bus Parking Spaces and has found the Bus Parking Spaces in good order and repair and has determined the Bus Parking Spaces to be suitable for the Licensee's operations hereunder and acknowledges and agrees that it has not relied on any representations or statements of the Port Authority, its Commissioners, officers, employees or agents as to the condition or suitability thereof for use by the Licensee for the purposes contemplated herein. The Licensee agrees to and shall take the Bus Parking Spaces in their "as is" condition and the Port Authority shall have no obligation hereunder for preparation of the Bus Parking Spaces for the Licensee's use. The Licensee agrees that no portion of the Bus

Parking Spaces will be used initially or at any time during the effective period of the permission granted hereunder which is in a condition unsafe or improper for the purposes contemplated herein so that there is possibility of injury or damage to life or property, and the Licensee further agrees that before any use it will immediately correct any such unsafe or improper condition.

(b) The parties to this License hereby acknowledge that the Bus Parking Spaces are non-residential real estate.

6. Payments.

(a) Payments to be made pursuant to this License shall be sent to the following address:

THE PORT AUTHORITY OF NEW YORK
AND NEW JERSEY
P.O. BOX 95000-1517
PHILADELPHIA, PENNSYLVANIA 19195-1517

or made via the following wire transfer instructions:

Bank: TD Bank
Bank ABA Number: 031201360
Account Number:

or sent to such other address, or via such other wire transfer instructions, as may hereafter be substituted therefor by the Port Authority, from time to time, by Notice to the Licensee.

(b) If the permission granted hereunder becomes effective on a date other than the first day of a calendar month or expires or is revoked or terminated on a date other than the last day of a calendar month, the fee payable for the part of the month during which the permission is in effect shall be computed by prorating the monthly fee on a daily basis, using the exact number of days in the month involved.

(c) Upon execution of this License by the Licensee, the Licensee shall pay to the Port Authority all unpaid fees and other monies due and payable under this License as of the date of execution.

7. Late and Service Charges.

(a) If the Licensee fails to pay any amount required under this License when due to the Port Authority, or if any such amount is found to be due as the result of an audit, then, in such event, the Port Authority may impose (by statement, bill or otherwise) a late charge with respect to each such unpaid amount for each "late charge period" (described below) during the entirety of which such amount remains unpaid, each such late charge not to exceed an amount equal to eight-tenths of one percent (.8%) of such unpaid amount for each late charge period. There shall be twenty-four (24) late charge periods on a calendar year basis; each late charge period shall be for a period of at least fifteen (15) calendar days except one late charge period each calendar year may be for a period of less than fifteen (15) (but not less than thirteen (13)) calendar days. Without limiting the generality of the foregoing, late charge periods in the case of

amounts found to have been owing to the Port Authority as the result of Audit Findings (as defined below) shall consist of each late charge period following the date the unpaid amount should have been paid under this License. Each late charge shall be payable immediately upon demand therefor made at any time by the Port Authority. No acceptance by the Port Authority of payment of any unpaid amount or of any unpaid late charge amount shall be deemed a waiver of the right of the Port Authority to payment of any late charge or late charges payable under the provisions of this Section with respect to such unpaid amount. Nothing in this Section is intended to, or shall be deemed to, affect, alter, modify or diminish in any way (i) any rights of the Port Authority under this License, including without limitation the Port Authority's rights set forth in the Section of this License entitled "*Effectiveness*" or (ii) any obligations of the Licensee under this License. In the event that any late charge imposed pursuant to this Section shall exceed a legal maximum applicable to such late charge, then, in such event, each such late charge payable under this License shall be payable instead at such legal maximum.

(b) (i) The Licensee shall permit and/or cause to be permitted in ordinary business hours during the effective period of the permission granted under this License and for one (1) year thereafter the examination and audit by the officers, employees and representatives of the Port Authority of all the records and books of account of the Licensee (including without limitation all corporate records and books of account which the Port Authority in its sole discretion believes may be relevant in connection with the Licensee's use of the Bus Parking Spaces as permitted hereunder within ten (10) days following any request by the Port Authority from time to time and at any time to examine and audit any such corporate records and books of account.

(ii) In the event that upon conducting an examination and audit as described in this Section the Port Authority determines that unpaid amounts are due to the Port Authority from the Licensee (the "**Audit Findings**"), the Licensee shall be obligated, and hereby agrees, to pay to the Port Authority a service charge in an amount equal to five percent (5%) of the Audit Findings. Each such service charge shall be payable immediately upon demand therefor (by Notice, bill or otherwise) made at any time by the Port Authority. Such service charge(s) shall be exclusive of, and in addition to, any and all other moneys or amounts due to the Port Authority from the Licensee under this License or otherwise. No acceptance by the Port Authority of payment of any unpaid amount or of any unpaid service charge shall be deemed a waiver of the right of the Port Authority to payment of any late charge(s) or other service charge(s) payable under the provisions of this License with respect to such unpaid amount. Each such service charge shall be and become fees, recoverable by the Port Authority in the same manner and with like remedies as if it were originally a part of the fees to be paid hereunder. Nothing in this Section is intended to, or shall be deemed to, affect, alter, modify or diminish in any way (i) any rights of the Port Authority under this License, including, without limitation, the Port Authority's rights to revoke this License or (ii) any obligations of the Licensee under this License.

8. Security Deposit

(a) *Security Deposit Requirement.*

(i) As security for the Licensee's full, faithful and prompt performance of and compliance with all of its obligations under this License, the Licensee shall, upon its execution and delivery of this License, deposit with the Port Authority (and shall keep

deposited throughout the effective period of the permission granted under this License) the sum set forth in Item 8 on the Cover Page (the "**Required Deposit Amount**") either in cash, or in bonds of the United States of America, the State of New Jersey, the State of New York, or The Port Authority of New York and New Jersey, having a market value of the Required Deposit Amount; provided, however, that if the Required Deposit Amount is Twenty Thousand Dollars and No Cents ($20,000.00) or greater, the Licensee shall be required, instead, to deliver to the Port Authority a letter of credit as provided in the following paragraph (b).

(ii) Bonds qualifying for deposit hereunder shall be in bearer form, but if bonds of that issue were offered only in registered form, then the Licensee may deposit such bond or bonds in registered form, provided, however, that the Port Authority shall be under no obligation to accept such deposit of a bond in registered form unless such bond has been re-registered in the name of the Port Authority (the expense of such re-registration to be borne by the Licensee) in a manner satisfactory to the Port Authority. The Licensee may request the Port Authority to accept a registered bond in the Licensee's name and, if acceptable to the Port Authority the Licensee shall deposit such bond together with a bond power (and such other instruments or other documents as the Port Authority may require) in form and substance satisfactory to the Port Authority. In the event the security deposit is returned to the Licensee, any expenses incurred by the Port Authority in re-registering a bond to the name of the Licensee shall be borne by the Licensee.

(iii) In addition to any and all other remedies available to it, the Port Authority shall have the right, at its option, at any time and from time to time, with or without notice, to use the security deposit or any part thereof in whole or partial satisfaction of any of its claims or demands against the Licensee. There shall be no obligation on the Port Authority to exercise such right and neither the existence of such right nor the holding of the security deposit itself shall cure any default or breach of this License on the part of the Licensee. With respect to any bonds deposited by the Licensee, the Port Authority shall have the right, in order to satisfy any of its claims or demands against the Licensee, to sell the same in whole or in part, at any time and from time to time, with or without prior notice at public or private sale, all as determined by the Port Authority, together with the right to purchase the same at such sale free of all claims, equities or rights of redemption of the Licensee. The Licensee hereby waives all right to participate therein and all right to prior notice or demand of the amount or amounts of the claims or demands of the Port Authority against the Licensee. The proceeds of every such sale shall be applied by the Port Authority first to the costs and expenses of the sale (including but not limited to advertising or commission expenses) and then to the amounts due the Port Authority from the Licensee. Any balance remaining shall be retained in cash toward bringing the security deposit to the Required Deposit Amount. In the event that the Port Authority shall at any time or times so use the security deposit, or any part thereof, or if bonds shall have been deposited and the market value thereof shall have declined below the Required Deposit Amount, the Licensee shall, on demand of the Port Authority and within two (2) days thereafter, deposit with the Port Authority additional cash or bonds so as to maintain the security deposit at all times at the full Required Deposit Amount, and such additional deposits shall be subject to all the conditions of this paragraph.

(iv) The Licensee shall not assign or encumber the security deposit.

(v) The Licensee may collect or receive any interest or income earned on bonds and interest paid on cash deposited in interest-bearing bank accounts, less any part

thereof or amount which the Port Authority is or may hereafter be entitled or authorized by law to retain or to charge in connection therewith, whether as or in lieu of an administrative expense, or custodial charge, or otherwise; provided, however, that the Port Authority shall not be obligated by this provision to place or to keep cash deposited hereunder in interest-bearing bank accounts.

(vi) After the expiration or earlier termination of the effective period of the permission granted under this License, and upon condition that the Licensee shall then be in no way in default under any part of this License, and upon written request therefor by the Licensee, the Port Authority will return the security deposit to the Licensee less the amount of any and all unpaid claims and demands (including estimated damages) of the Port Authority by reason of any default or breach by the Licensee of this License.

(b) *Letter of Credit.*

(i) In lieu of the security deposit required pursuant to the preceding paragraph (a), the Licensee may deliver (if the Required Deposit Amount is less than Twenty Thousand Dollars and No Cents ($20,000.00)); and *must* deliver (if the Required Deposit Amount is Twenty Thousand Dollars and No Cents ($20,000.00) or greater) to the Port Authority, as security for all obligations of the Licensee under this License, a clean irrevocable letter of credit issued by a banking institution satisfactory to the Port Authority and having its main office within the Port of New York and New Jersey District, in favor of the Port Authority in the amount of the Required Deposit Amount.

(ii) The form and terms of each letter of credit delivered pursuant to this paragraph (b), as well as the institution issuing it (which shall be an investment-grade rated bank), shall be subject to the prior and continuing approval of the Port Authority; **the form of any proposed letter of credit shall be submitted to the Port Authority in advance for review and approval by its Credit, Collection and Accounts Receivable unit.** Such letter of credit shall provide that it shall continue throughout the effective period of the permission granted under this License and for a period of not less than six (6) months thereafter; such continuance may be by provision for automatic renewal or by substitution of a subsequent satisfactory letter of credit.

(iii) Upon acceptance of such letter of credit by the Port Authority, and upon request by the Licensee made thereafter, the Port Authority will return any security deposit theretofore made under and in accordance with the provisions of the preceding paragraph (a). The Licensee shall have the same rights to receive such security deposit during the existence of a valid letter of credit as it would have to receive such sum upon expiration of this License and fulfillment of the obligations of the Licensee under this License.

(iv) Upon notice of cancellation of a letter of credit the Licensee agrees that unless, by a date twenty (20) days prior to the effective date of cancellation, the letter of credit is replaced by security in the Required Deposit Amount or another letter of credit satisfactory to the Port Authority, the Port Authority may draw down the full amount thereof, and thereafter the Port Authority will hold the same as security under the preceding paragraph (a). If the Port Authority makes any drawing under a letter of credit held by the Port Authority hereunder, the Licensee, on demand of the Port Authority and within two (2) days thereafter, shall bring the letter of credit back up to the full Required Deposit Amount.

(v) Following the Port Authority's acceptance of a letter of credit in lieu of the security deposit required pursuant to the preceding paragraph (a), any failure at any time to provide such letter of credit that is valid and available to the Port Authority, including any failure of any banking institution issuing any such letter of credit previously accepted by the Port Authority to make one or more payments as may be provided in such letter of credit, shall be deemed to be a breach of this License on the part of the Licensee.

(vi) No action by the Port Authority pursuant to the terms of any letter of credit, or receipt by the Port Authority of funds from any bank issuing any such letter of credit, shall be deemed to be a waiver of any default by the Licensee under the terms of this License, and all remedies under this License of the Port Authority consequent upon such default shall not be affected by the existence of, or a recourse to, any such letter of credit.

(c) The Licensee acknowledges and agrees that the Port Authority reserves the right, in its sole discretion at any time and from time to time upon fifteen (15) days' notice to the Licensee, to adjust the Required Deposit Amount. Not later than the effective date set forth in said Notice by the Port Authority, the Licensee shall furnish additional cash or bonds, as provided for in paragraph (a) above, or an amendment to, or a replacement of, the letter of credit providing for such adjusted Required Deposit Amount, as the case may be, and such additional cash and/or bonds or adjusted (or replaced) letter of credit shall thereafter constitute the security deposit required under this License.

(d) If the Licensee is obligated by any other agreement to maintain a security deposit with the Port Authority to insure payment and performance by the Licensee of all fees, rentals, charges and obligations which may become due and owing to the Port Authority arising from the Licensee's operations at the Facility pursuant to any such other agreement or otherwise, then all such obligations under such other agreement and any security deposit pursuant thereto also shall be deemed obligations of the Licensee under this License and as security hereunder as well as under any such other agreement, and all provisions of such other agreement with respect to such obligations and any obligations thereunder of the Port Authority as to the security deposit are hereby incorporated herein by this reference as though fully set forth herein and hereby made a part hereof. The termination, revocation, cancellation or expiration of any other agreement to which such security deposit shall apply or any permitted assignment of such other agreement shall not affect such obligations as to such security deposit, which shall continue in full force and effect hereunder.

9. Indemnification of the Port Authority.

(a) The Licensee shall indemnify and hold harmless the Port Authority, its Commissioners, officers, employees and representatives, from and against (and shall reimburse the Port Authority for the Port Authority's costs and expenses including legal costs and expenses incurred in connection with the defense of) all claims and demands of third persons, including but not limited to claims and demands for death or personal injuries, or for property damages, arising out of any default of the Licensee in performing or observing any term or provision of this License, or out of the use and occupancy of the Bus Parking Spaces by the Licensee, its officers, members, managers (if any), employees and persons who are doing business with the Licensee, or out of any of the operations, acts or omissions of the Licensee, or out of the acts or omissions of others on the Bus Parking Spaces with the Licensee's consent, or out of the acts or

omissions of the Licensee, its officers, members, managers (if any), and employees at the Facility..

(b) The Licensee represents that it is the owner of or fully authorized to use or sell any and all services, processes, machines, articles, marks, names or slogans used or sold by it in its operations under or in any way connected with this License. Without in any way limiting its obligations under the preceding paragraph (a) hereof, the Licensee agrees to indemnify and hold harmless the Port Authority, its Commissioners, officers, employees, agents and representatives of and from any loss, liability, expense, suit or claim for damages in connection with any actual or alleged infringement of any patent, trademark or copyright, or arising from any alleged or actual unfair competition or other similar claim arising out of the operations of the Licensee under or in any way connected with this License.

(c) If so directed, the Licensee shall at its own expense defend any suit based on any claim or demand referred to in the foregoing paragraphs (a) or (b) (even if such claim or demand is groundless, false or fraudulent), and in handling such it shall not, without obtaining the prior written consent of the General Counsel of the Port Authority, raise any defense involving in any way the jurisdiction of the tribunal over the person of the Port Authority, the immunity of the Port Authority, its Commissioners, officers, agents, or employees, the governmental nature of the Port Authority or the provisions of any statutes respecting suits against the Port Authority.

(d) In the event of any injury or death to any person (other than employees of the Licensee) at the Facility when caused by the Licensee's operations, acts or omissions of the Licensee hereunder, or damage to any property (other than the Licensee's property) at the Facility when caused by the Licensee's operations, acts or omissions of the Licensee hereunder, the Licensee shall immediately notify the Port Authority and promptly thereafter furnish to the Port Authority copies of all reports given to the Licensee's insurance carrier.

10. Insurance.

(a) The Licensee, in its own name as insured and including the Port Authority as an additional insured, shall maintain and pay the premiums during the effective period of permission granted under this License on a policy, or policies, of Commercial General Liability Insurance, including premises-operations and products-completed operations and covering bodily-injury liability, including death, and property damage liability; none of the foregoing to contain care, custody or control exclusions, and providing for coverage in the minimum limit set forth in Item 9 on the Cover Page, and Commercial Automobile Liability Insurance covering owned, non-owned and hired vehicles and including automatic coverage for newly acquired vehicles and providing for coverage in the minimum limit set forth in Item 9 on the Cover Page. Without limiting the foregoing, the Licensee shall maintain Workers' Compensation and Employers Liability Insurance in accordance with the Licensee's statutory obligations under the applicable State Workers' Compensation Law for those employees of the Licensee employed in operations conducted pursuant to this License at or from the Facility. In the event the Licensee maintains the foregoing insurance in limits greater than aforesaid, the Port Authority shall be included therein as an additional insured, except for the Workers' Compensation and Employers Liability Insurance policies, to the full extent of all such insurance in accordance with all terms and provisions of this License.

(b) Each policy of insurance, except for the Workers' Compensation and Employers Liability Insurance policies, shall also contain an ISO standard "separation of insureds" clause or a cross liability endorsement providing that the protections afforded the Licensee thereunder with respect to any claim or action against the Licensee by a third person shall pertain and apply with like effect with respect to any claim or action against the Licensee by the Port Authority and any claim or action against the Port Authority by the Licensee, as if the Port Authority were the named insured thereunder, but such clause or endorsement shall not limit, vary, change or affect the protections afforded the Port Authority thereunder as an additional insured. Each policy of insurance shall also provide or contain a contractual liability endorsement covering the obligations assumed by the Licensee under the Section of this License entitled "*Indemnification of the Port Authority*".

(c) All insurance coverages and policies required under this Section may be reviewed by the Port Authority for adequacy of terms, conditions and limits of coverage at any time and from time to time during the effective period of the permission granted under this License. The Port Authority may, at any such time, require additions, deletions, amendments or modifications to the aforementioned insurance requirements, or may require such other and additional insurance, in such reasonable amounts, against such other insurable hazards, as the Port Authority may deem required and the Licensee shall promptly comply therewith.

(d) Each policy must be specifically endorsed to provide that the policy may not be cancelled, terminated, changed or modified without giving thirty (30) days' written advance notice thereof to the Port Authority. Each policy must be specifically endorsed to provide that the insurer "shall not, without obtaining express advance permission from the General Counsel of the Port Authority, raise any defense involving in any way the jurisdiction of the tribunal over the person of the Port Authority, the immunity of the Port Authority, its Commissioners, officers, agents or employees, the governmental nature of the Port Authority or the provisions of any statutes respecting suits against the Port Authority." The foregoing provisions or endorsements shall be recited in each policy or certificate to be delivered pursuant to the following paragraph (e).

(e) A certified copy of each policy or a certificate or certificates of insurance evidencing the existence thereof, or binders, shall be delivered to the Port Authority upon execution and delivery of this License by the Licensee to the Port Authority. In the event any binder is delivered it shall be replaced within thirty (30) days by a certified copy of the policy or a certificate of insurance. Any renewal policy shall be evidenced by a renewal certificate of insurance delivered to the Port Authority at least seven (7) days prior to the expiration of each expiring policy, except for any policy expiring after the Expiration Date. The aforesaid insurance shall be written by a company or companies approved by the Port Authority. If at any time any insurance policy shall be or become unsatisfactory to the Port Authority as to form or substance or if any of the carriers issuing such policy shall be or become unsatisfactory to the Port Authority, the Licensee shall promptly obtain a new and satisfactory policy in replacement. If the Port Authority at any time so requests, a certified copy of each policy shall be delivered to or made available for inspection by the Port Authority.

(f) The foregoing insurance requirements shall not in any way be construed as a limitation on the nature or extent of the contractual obligations assumed by the Licensee under this License. The foregoing insurance requirements shall not constitute a representation or

warranty as to the adequacy of the required coverage to protect the Licensee with respect to the obligations imposed on the Licensee by this License or any other agreement or by law.

11. Right of Entry Reserved. The Port Authority shall have the right at any time and as often as it considers necessary, to inspect the Bus Parking Spaces and (without any obligation so to do) to enter thereon to make ordinary repairs, and in the event of emergency to take such action therein as may be required for the protection of persons or property.

12. Rules and Regulations. The Licensee shall observe and obey (and compel its officers, employees, guests, invitees, and those doing business with it, to observe and obey) the rules and regulations and procedures of the Port Authority now in effect, and such further reasonable rules and regulations and procedures which may from time to time during the effective period of the permission granted under this License, be promulgated by the Port Authority for reasons of safety, health, preservation of property or maintenance of a good and orderly appearance of the Facility or for the safe and efficient operation of the Facility. The Port Authority agrees that, except in cases of emergency, it shall give notice to the Licensee of every rule and regulation hereafter adopted by it at least five (5) days before the Licensee shall be required to comply therewith.

13. Conduct of Operations.

(a) The Licensee shall immediately comply with all orders, directives and procedures as may be issued by the General Manager of the Facility covering the operations of the Licensee under this License at any time and from time to time. The Port Authority may, at any time and from time to time, without prior notice or cause, withdraw or modify any designations, approvals, substitutions or redesignations given by it hereunder. The Licensee shall comply with the directions of the General Manager of the Facility with respect to the movement and circulation of the Licensee's Buses within the Facility.

(b) The Licensee shall not install any fixtures or make any alterations, additions, improvements or repairs to any property of the Port Authority except with the prior written approval of the Port Authority.

(c) The Licensee shall at all times maintain the Bus Parking Spaces in a clean and orderly condition and appearance. The Licensee shall immediately wipe up any oil, gasoline, grease, lubricants and other inflammable liquids and substances from, and shall immediately wipe up all liquids or substances having a corrosive or detrimental effect on the paving or other surface of the Bus Parking Spaces, which may leak, be spilled or be placed upon the Bus Parking Spaces. The Bus Parking Spaces are to be used only for the parking of Buses in accordance with the provisions of this License, and the Licensee agrees that no personal property of the Licensee or others may at any time be placed or installed in the Bus Parking Spaces. Without limiting the generality of the foregoing, the Licensee specifically agrees that it shall not store in the Bus Parking Spaces any automotive fuel, lubricating oil or grease or other chemicals.

(d) No signs, posters or similar devices shall be erected, displayed or maintained in view of the general public in or about the Bus Parking Spaces without the written approval of the General Manager of the Facility; and any not approved by him may be removed by the Port Authority at the expense of the Licensee. The Licensee shall not display, or permit the display of, advertising of third parties in the Bus Parking Spaces.

(e) Except as expressly herein permitted, the Licensee, its employees, invitees and those doing business with it shall have no right hereunder to park vehicles within the Facility, except in regular parking areas upon payment of regular charges therefor.

(f) The operations of the Licensee, its employees, invitees and those doing business with it shall be conducted in an orderly and proper manner and so as not to annoy, disturb or be offensive to others at the Facility. The Licensee shall provide and its employees shall wear or carry badges or other suitable means of identification, which shall be subject to the approval of the General Manager. The Port Authority shall have the right to object to the Licensee as to the demeanor, conduct and appearance of the Licensee's employees, invitees and those doing business with it, whereupon the Licensee will take all steps necessary to remove the cause of the objection.

(g) In the use of the means of ingress to and egress from the Bus Parking Spaces, the Licensee shall exercise a high degree of care to avoid injuries to persons and damage to property, and, in addition, the indemnity provided in the Section hereof entitled "*Indemnification of the Port Authority*" shall govern and apply to all claims of third persons for death, personal injuries or property damages which arise out of such use, regardless of the degree of care exercised and regardless of whether such use was by the Licensee or by others with its consent.

(h) The Licensee shall daily remove from the Facility by means of facilities provided by it all garbage, debris and other waste material (whether solid or liquid) arising out of or in connection with the permission granted hereunder, and any such not immediately removed shall be temporarily stored in a clean and sanitary condition, in suitable garbage and waste receptacles, the same to be made of metal and equipped with tight-fitting covers, and to be of a design safely and properly to contain whatever material may be placed therein; said receptacles being provided and maintained by the Licensee. The receptacles shall be kept covered except when filling or emptying the same. The Licensee shall exercise extreme care in removing such garbage, debris and other waste materials from the Facility. The manner of such storage and removal shall be subject in all respects to the continual approval of the Port Authority. No facilities of the Port Authority shall be used for such removal unless with its prior consent in writing. No such garbage, debris or other waste materials shall be or be permitted to be thrown, discharged or disposed into or upon the waters at or bounding the Facility.

(i) The Licensee understands and acknowledges that there will be no ingress to or egress from the Bus Parking Spaces permitted between the hours of 1:00 o'clock a.m. and 6:00 o'clock a.m. on any day of the week.

(j) The Licensee shall promptly observe, comply with and execute the provisions of any and all present and future rules and regulations, requirements, orders and directions of the National Fire Protection Association, the Insurance Services Office of New York and any other body or organization exercising similar functions which may pertain or apply to the Licensee's use of the Bus Parking Spaces hereunder. If by reason of the Licensee's failure to comply with the provisions of this paragraph, any fire insurance, extended coverage or rental insurance rate with respect to the Facility or any part thereof shall at any time be higher than it otherwise would be, then the Licensee shall on demand pay the Port Authority that part of all fire insurance premiums paid or payable by the Port Authority which shall have been increased because of such failure to comply.

14. Prohibited Acts.

(a) The Licensee shall not do or permit to be done any act which

(i) will invalidate or be in conflict with any fire insurance policies covering the Facility or any part thereof or upon the contents of any building thereon, or

(ii) will increase the rate of any fire insurance, extended coverage or rental insurance on the Facility or any part thereof or upon the contents of any building thereon, or

(iii) in the opinion of the Port Authority will constitute a hazardous condition, so as to increase the risks normally attendant upon the operations contemplated by this License, or

(iv) may cause or produce upon the Facility any unusual, noxious or objectionable smokes, gases, vapors or odors, or

(v) may interfere with the effectiveness or accessibility of the drainage and sewerage system, fire-protection system, sprinkler system, alarm system, fire hydrants and hoses, if any, installed or located or to be installed or located in or on the Facility, or

(vi) shall constitute a nuisance in or on the Facility or which may result in the creation, commission or maintenance of a nuisance in or on the Facility.

(b) For purposes of this Section, "Facility" includes all structures located thereon.

15. Specifically Prohibited Activities.

(a) The Licensee shall not dispose of nor permit anyone to dispose of any waste materials (whether liquid or solid) by means of any toilets, sanitary sewers or storm sewers at the Facility.

(b) The Licensee shall not dispose of, release or discharge nor permit anyone to dispose of, release or discharge any Hazardous Substance on the Facility. Any Hazardous Substance disposed of, released or discharged by the Licensee (or permitted by the Licensee to be disposed of, released or discharged) on the Facility shall upon Notice by the Port Authority to the Licensee be completely removed and/or remediated by the Licensee at its sole cost and expense.

(c) The Licensee shall not perform mechanical, electrical or structural repairs on Buses at the Bus Parking Spaces. The Licensee shall not fuel, lubricate or paint Buses in the Bus Parking Spaces. The Licensee shall not use any cleaning materials having a harmful or corrosive effect in the Bus Parking Spaces.

(d) The Licensee shall not fuel or defuel any equipment in the Bus Parking Spaces or elsewhere at the Facility without the prior approval of the General Manager of the Facility except in accordance with Port Authority rules and regulations.

(e) The Licensee shall not solicit business in the public areas of the Facility and shall not at any time use any electric amplifying devices or hand megaphones whatsoever.

16. Labor Disturbances.

(a) (i) The Licensee shall not employ any persons or use any labor, or use or have any equipment, or permit any condition to exist, which shall or may cause or be conducive to any labor complaints, troubles, disputes or controversies at the Facility which interfere or are likely to interfere with the operation of the Facility or any part thereof by the Port Authority or with the operations of the lessees, licensees, permittees or other users of the Facility or with the operations of the Licensee under this License.

(ii) The Licensee shall immediately give notice to the Port Authority (to be followed by written Notice and reports) of any and all impending or existing labor complaints, troubles, disputes or controversies and the progress thereof. The Licensee shall use its best efforts to resolve any such complaints, troubles, disputes or controversies.

(b) If any type of strike or other labor activity is directed against the Licensee at the Facility or against any operations pursuant to this License resulting in picketing or boycott for a period of at least forty-eight (48) hours, which, in the opinion of the Port Authority, adversely affects or is likely adversely to affect the operation of the Facility or the operations of other permittees, lessees or licensees thereat, whether or not the same is due to the fault of the Licensee, and whether caused by the employees of the Licensee or by others, the Port Authority may at any time during the continuance thereof, by twenty-four (24) hours' notice, revoke this License, effective at the time specified in the Notice. Revocation shall not relieve the Licensee of any liabilities or obligations hereunder which shall have accrued on or prior to the effective date of revocation.

17. Notices.

(a) Except where expressly required or permitted to be oral, or to be otherwise delivered, all notices, requests, consents and approvals and the like required to be given to or by either party (each, a "**Notice**") shall be in writing, and all Notices shall be personally delivered to the duly designated officer or representative of such party or delivered to the office of such officer or representative during regular business hours or sent to him at such address by registered or certified mail or by nationally-known overnight courier.

(b) Until further notice, the Port Authority hereby designates its Executive Director, and the Licensee designates the Licensee's Representative, as their respective officers and representatives upon whom Notices may be served, and the Port Authority designates its office at 225 Park Avenue South, New York, New York 10003, and the Licensee designates its office at the address set forth on the Cover Page, as the respective offices where Notices may be served.

(c) The giving of any Notice shall be complete and effective upon receipt or, in the event of a refusal by the addressee, upon the first tender of the Notice to the addressee or at the address thereof.

18. No Broker. The Licensee represents and warrants that no broker has been concerned in the negotiation or execution of this License and that there is no broker who is or may be entitled to be paid a commission in connection therewith. The Licensee shall indemnify the Port Authority and save it harmless from any and all claims which have been or which may be made by any and all persons, firms, or corporations whatsoever for services in connection with the negotiation and execution of this License or in connection with any permission to use the Bus Parking Spaces.

19. Waiver of Trial by Jury. The Licensee hereby waives its right to trial by jury in any summary proceeding or action that may hereafter be instituted by the Port Authority against the Licensee in respect of the Bus Parking Spaces and/or in any action that may be brought by the Port Authority to recover fees, damages, or other sums due and owing under this License. The Licensee specifically agrees that it shall not interpose any claims as counterclaims in any summary proceeding or action for non-payment of fees or other amounts which may be brought by the Port Authority unless such claims would be deemed waived if not so interposed. The foregoing reference to summary proceedings shall not be construed to mean that a landlord-tenant relationship exists between the Port Authority and the Licensee.

20. Effect of Use after Expiration, Revocation or Termination: Without in any way limiting any other provision of this License, unless otherwise notified by the Port Authority in writing, in the event the Licensee continues its use of the Bus Parking Spaces after the expiration, revocation or termination of the effective period of the permission granted under this License, as such effective period of permission may be extended from time to time, in addition to any damages to which the Port Authority may be entitled under this License or other remedies the Port Authority may have by law or otherwise, the Licensee shall pay to the Port Authority a fee for the period commencing on the day immediately following the date of such expiration or the effective date of such revocation or termination and ending on the date that the Licensee shall surrender and completely vacate the Bus Parking Spaces, at a rate equal to twice the monthly fee as provided for herein then in effect. Nothing herein contained shall be deemed to give the Licensee any right to continue its use of the Bus Parking Spaces after the expiration, revocation or termination of the effective period of the permission granted under this License. The Licensee acknowledges that the failure of the Licensee to surrender, vacate and yield up the Bus Parking Spaces to the Port Authority on the effective date of such expiration, revocation or termination will or may cause the Port Authority injury, damage or loss. The Licensee hereby assumes the risk of such injury, damage or loss and hereby agrees that it shall be responsible for the same and shall pay the Port Authority for the same whether such are foreseen or unforeseen, special, direct, consequential or otherwise and the Licensee hereby expressly agrees to indemnify and hold the Port Authority harmless against any such injury, damage or loss.

21. No Personal Liability. No Commissioner, officer, agent or employee of the Port Authority shall be charged personally by the Licensee with any liability, or held liable to it, under any term or provision of this License, or because of its execution or attempted execution, or because of any breach hereof.

22. No Waiver. No failure by the Port Authority to insist upon the strict performance of any agreement, term, covenant or condition of this License or to exercise any right or remedy consequent upon a breach or default thereof, and no extension, supplement or amendment of this License during or after a breach thereof, unless expressly stated to be a waiver, and no acceptance by the Port Authority of fees, charges or other payments in whole or in part after or

during the continuance of any such breach or default, shall constitute a waiver of any such breach or default of such agreement, term, covenant or condition. No agreement, term, covenant or condition of this License to be performed or complied with by the Licensee, and no breach or default thereof, shall be waived, altered or modified except by a written instrument executed by the Port Authority. No waiver by the Port Authority of any default or breach on the part of the Licensee in performance of any agreement, term, covenant or condition of this License shall affect or alter this License but each and every agreement, term, covenant and condition thereof shall continue in full force and effect with respect to any other existing or subsequent breach or default thereof.

23. Construction and Application of Terms.

(a) The use of headings in this License is for convenience of reference only and in no way intended to define, limit or describe the scope or intent of any provision hereof.

(b) Wherever in this License a third person singular neuter pronoun or adjective is used, referring to the Licensee or the Port Authority, the same shall be deemed to refer to the Licensee or the Port Authority, regardless of the actual gender or number thereof. Wherever in this License a third person masculine pronoun or adjective is used to refer to an individual or individuals, the same shall be deemed to include the feminine and plural forms of the pronoun or adjective; and plural nouns or pronouns shall be deemed to include the singular.

(c) Any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not be applicable to the interpretation of this License or any amendments, addenda or supplements hereto or any endorsements, exhibits, schedules or other attachments hereto.

(d) The provisions and obligations contained in any endorsements, exhibits, schedules or other attachments hereto shall have the same force and effect as if set forth in full herein.

(e) To the extent that any provisions of this License are in any instance to be construed in accordance with the laws of a state, the laws of the State of New York shall apply.

24. Entire Agreement. This License, including the Cover Page, the Terms and Conditions, Special Endorsements and other attached exhibits, endorsements, schedules and other attachments, if any, constitutes the entire agreement of the parties on the subject matter hereof and may not be changed, modified, discharged or extended, except by written endorsement duly executed on behalf of the parties and attached hereto. The Licensee agrees that no representations or warranties shall be binding upon the Port Authority unless expressed in writing herein.

* * * * * * * *

INSURANCE SCHEDULE

(a) The Permittee named in the permit to which this Insurance Schedule is attached and of which it constitutes an integral part (the "Permit"), in its own name as insured and including the Port Authority as an additional insured, shall maintain and pay the premiums during the effective period of the Permit on a policy or policies of Commercial General Liability Insurance and Commercial Automobile Liability Insurance, including premises-operations and products-completed operations and covering bodily-injury liability, including death, and property damage liability, none of the foregoing to contain care, custody or control exclusions, and providing for coverage in the limit set forth below:

Minimum Limits	
Commercial General Liability Insurance	
Combined single limit per occurrence for death, bodily injury and property damage liability:	$2,000,000.00
Commercial Automotive Liability Insurance	
Combined single limit per occurrence for death, Bodily injury and property damage liability:	$5,000,000.00
Workers' Compensation and Employers Liability Insurance	
Permittee's obligations under the applicable State Workers' Compensation Law for those employees of the Permittee employed in operations conducted pursuant to the Permit at or from the Airport:	Statutory

In the event the Permittee maintains the foregoing insurance in limits greater than aforesaid, the Port Authority shall be included therein as an additional insured, except for the Workers' Compensation and Employers Liability Insurance policies, to the full extent of all such insurance in accordance with all terms and provisions of the Permit, including without limitation this Insurance Schedule.

(b) Each policy of insurance, except for the Workers' Compensation and Employers Liability Insurance policies, shall also contain an ISO standard "separation of insureds" clause or a cross liability endorsement providing that the protections afforded the Permittee thereunder with respect to any claim or action against the Permittee by a third person shall pertain and apply with like effect with respect to any claim or action against the Permittee by the Port Authority and any claim or action against the Port Authority by the Permittee, as if the Port Authority were the named insured thereunder, but such clause or endorsement shall not limit, vary, change or affect the protections afforded the Port Authority thereunder as an additional insured. Each policy of insurance shall also provide or contain a contractual liability endorsement covering the obligations assumed by the Permittee under this Permit.

(c) All insurance coverages and policies required under this Insurance Schedule may be reviewed by the Port Authority for adequacy of terms, conditions and limits of coverage at any time and from time to time during the period of permission under the Permit. The Port Authority may, at any such time, require additions, deletions, amendments or

modifications to the above-scheduled insurance requirements, or may require such other and additional insurance, in such reasonable amounts, against such other insurable hazards, as the Port Authority may deem required and the Permittee shall promptly comply therewith.

(d) Each policy must be specifically endorsed to provide that the policy may not be cancelled, terminated, changed or modified without giving thirty (30) days' written advance notice thereof to the Port Authority. Each policy shall contain a provision or endorsement that the insurer "shall not, without obtaining express advance permission from the General Counsel of the Port Authority, raise any defense involving in any way the jurisdiction of the tribunal over the person of the Port Authority, the immunity of the Port Authority, its Commissioners, officers, agents or employees, the governmental nature of the Port Authority or the provisions of any statutes respecting suits against the Port Authority." The foregoing provisions or endorsements shall be recited in each policy or certificate to be delivered pursuant to the following paragraph (e).

(e) A certified copy of each policy or a certificate of insurance evidencing the existence thereof, or binders, shall be delivered to the Port Authority upon execution and delivery of the Permit by the Permittee to the Port Authority. In the event any binder is delivered it shall be replaced within thirty (30) days by a certified copy of the policy or a certificate of insurance. Any renewal policy shall be evidenced by a renewal certificate of insurance delivered to the Port Authority at least thirty (30) days prior to the expiration of each expiring policy, except for any policy expiring after the date of expiration of the Permit. The aforesaid insurance shall be written by a company or companies approved by the Port Authority. If at any time any insurance policy shall be or become unsatisfactory to the Port Authority as to form or substance or if any of the carriers issuing such policy shall be or become unsatisfactory to the Port Authority, the Permittee shall promptly obtain a new and satisfactory policy in replacement. If the Port Authority at any time so requests, a certified copy of each policy shall be delivered to or made available for inspection by the Port Authority.

(f) The foregoing insurance requirements shall not in any way be construed as a limitation on the nature or extent of the contractual obligations assumed by the Permittee under the Permit. The foregoing insurance requirements shall not constitute a representation or warranty as to the adequacy of the required coverage to protect the Permittee with respect to the obligations imposed on the Permittee by the Permit or any other agreement or by law.

For the Port Authority

Initialed:

For the Permittee

:This Space for Port Authority Use Only:

:Permit Number: BTW-030 :

THE PORT AUTHORITY OF NEW YORK AND NEW JERSEY
225 Park Avenue South
New York, New York 10003

PORT AUTHORITY BUS TERMINAL
SPACE PERMIT

The Port Authority of New York and New Jersey (herein called the "Port Authority") hereby grants to the Permittee hereinafter named permission to use and occupy the following described space (hereinafter referred to as the "Space") at the Port Authority Bus Terminal shall mean the building bounded by 40th and 41st Streets, 8th and 9th Avenues, in the City, County and State of New York and the extension of the Port Authority Bus Terminal, contiguous hereto and lying to the north thereof; all of which now constitutes the Port Authority Bus Terminal (hereafter sometimes called the "Facility") for the purposes hereinafter specified and all purposes incidental thereto in accordance with the Terms and Conditions hereof; and said Permittee agrees to pay the fee or fees hereinafter specified and to perform all other obligations imposed upon it in said Terms and Conditions.

1. PERMITTEE: GREYHOUND LINES, INC., a Delaware corporation

2. PERMITTEE'S ADDRESS: 350 N. St. Paul – Attn. Legal Dept.
Dallas, TX 75201

3. PERMITTEE'S REPRESENTATIVE: Deanna Simsek, Regional Real Estate Manager

4. SPACE: Per Special Endorsement No. 1

5. PURPOSES: Per Special Endorsement No. 2.

6. FEES: Per Special Endorsement No. 4.

7. EFFECTIVE DATE: As of January 1, 2014

8. EXPIRATION DATE: December 31, 2023, unless sooner revoked or terminated as provided in this Permit.

9. ENDORSEMENTS ANNEXED AT TIME OF ISSUANCE: 6.4, 11.1, 14.1, 15.1, 17.1, Specials, Insurance Schedule and Exhibits A, A-1, and A-2.

Dated: As of January 1, 2014

THE PORT AUTHORITY OF NEW YORK AND NEW JERSEY
By _____
Name CEDRICK T. FULTON
(Please Print Clearly)
(Title) DIRECTOR TUNNELS, BRIDGES & TERMINALS DEPT.

Port Authority Use Only:	
Approval as to Terms:	Approval as to Form:

GREYHOUND LINES, INC., Permittee

By Approved as to form _____ Attorney

By _____
Name William J. Gieseker
(Please Print Clearly)

(Title) C.F.O.

FMT/mmw

TERMS AND CONDITIONS

1. Certain Definitions:

(a) **"Effective Date"** shall mean the date designated as the "Effective Date" in Item 7 on the cover page of this Permit.

(b) **"Executive Director"** shall mean the person or persons from time to time designated by the Port Authority to exercise the powers and functions vested in the Executive Director by this Permit; but until further notice from the Port Authority to the Permittee it shall mean the Executive Director of the Port Authority for the time being or his duly designated representative or representatives.

(c) **"Expiration Date"** shall mean the date designated as the "Expiration Date" in Item 8 on the cover page of this Permit.

(d) **"Facility"** shall have the meaning set forth in the granting clause on the cover page of this Permit.

(e) **"Hazardous Substance"** shall mean any pollutant, contaminant, toxic or hazardous waste, dangerous substance, potentially dangerous substance, noxious substance, toxic substance, flammable, explosive or radioactive material, urea formaldehyde foam insulation, asbestos, polychlorinated biphenyls (PCBs), chemicals known to cause cancer, endocrine disruption or reproductive toxicity, petroleum and petroleum products and substances declared to be hazardous or toxic or the removal, containment or restriction of which is required, or the manufacture, preparation, production, generation, use, maintenance, treatment, storage, transfer, handling or ownership of which is restricted, prohibited, regulated or penalized by any federal, state, county, or municipal or other local statute or law now or at any time hereafter in effect as amended or supplemented and by the regulations adopted and publications promulgated pursuant thereto.

(f) **"Manager of the Facility"** shall mean the person or persons from time to time designated by the Port Authority to exercise the powers and functions vested in the said Manager by this Permit; but until further notice from the Port Authority to the Permittee it shall mean the Manager (or temporary or Acting Manager) of the Facility for the time being, or his or her duly designated representative or representatives.

(g) **"Permittee's Representative"** shall mean the individual named in Item 3 on the cover page of this Permit or such other individual as the Permittee may designate by notice in accordance with the provisions of Section 18 below, entitled "Notices".

2. Effectiveness:

(a) The permission granted by this Permit shall take effect upon the Effective Date. Notwithstanding any other term or condition hereof, it may at any time be revoked by the Port Authority without cause upon thirty (30) days' prior notice, and terminated by the Permittee without cause upon thirty (30) days' prior notice; provided, however, that it may be revoked on twenty-four (24) hours' notice if the Permittee fails to keep, perform and observe each and every promise, agreement, condition, term and provision contained in this Permit, including without

limitation the obligation to pay fees. Further, in the event the Port Authority exercises its right to revoke or terminate this Permit for any reason other than "without cause", the Permittee shall be obligated to pay to the Port Authority an amount equal to all costs and expenses reasonably incurred by the Port Authority in connection with such revocation or termination, including without limitation any re-entry, regaining or resumption of possession, collecting all amounts due to the Port Authority, the restoration of any space which may be used and occupied under this Permit (on failure of the Permittee to have it restored), preparing such space for use by a succeeding permittee, the care and maintenance of such space during any period of non-use of the space, the foregoing to include, without limitation, personnel costs and legal expenses (including but not limited to the cost to the Port Authority of in-house legal services), repairing and altering the space and putting the space in order (such as but not limited to cleaning and decorating the same). Unless sooner revoked or terminated, such permission shall expire in any event upon the Expiration Date. Revocation or termination shall not relieve the Permittee of any liabilities or obligations hereunder which shall have accrued on or prior to the effective date of revocation or termination.

(b) No exercise by the Port Authority of any right of revocation granted to it in this Section shall be deemed to be a waiver of any other rights of revocation contained in this Section or elsewhere in this Permit or a waiver of any other rights or remedies which may be available to the Port Authority under this Permit or otherwise.

3. Use of Space by Permittee:

(a) The Space shall be used, pursuant to the permission hereby granted,

(i) if the Permittee is a corporation, by the Permittee acting only through the medium of its officers and employees,

(ii) if the Permittee is an unincorporated association, or a "Massachusetts" or business trust, by the Permittee acting only through the medium of its members, trustees, officers and employees,

(iii) if the Permittee is a partnership, by the Permittee acting only through the medium of its general partners and employees, or

(iv) if the Permittee is an individual, by the Permittee acting only personally or through the medium of his employees; or

(v) if the Permittee is a limited liability company, by the Permittee acting only through the medium of its members, managers and employees;

and the Permittee shall not, without the written approval of the Port Authority, use the Space through the medium of any other person, corporation or legal entity. The Permittee shall not assign or transfer this Permit or the permission granted hereby, or enter into any contract requiring or permitting the doing of anything hereunder by an independent contractor, without the written approval of the Port Authority. In the event of the issuance of this Permit to more than one individual or other legal entity (or to any combination thereof), then and in that event each and every obligation or undertaking herein stated to be fulfilled or performed by the Permittee shall be the joint and several obligation of each such individual or other legal entity.

(b) The Permittee's Representative specified in Item 3 of the cover page of this Permit (or such substitute as the Permittee may hereafter designate in writing) shall have full authority to act for the Permittee in connection with this Permit and any act or things done or to be done hereunder, and to execute on the Permittee's behalf any amendments or supplements to this Permit or any extension hereof and to give and receive notices hereunder.

(c) This Permit shall not constitute the Permittee the agent or representative of the Port Authority for any purpose whatsoever.

(d) The Permittee hereby agrees that it will not carry on any business or operation in the Space or at the Facility other than as specifically provided herein without receiving the prior written consent of the Port Authority, which consent, if given, will be in the form of a Supplement hereto or a separate agreement with the Port Authority, which consent will specify whether the provisions regarding fees contained herein or any other provisions regarding fees shall apply thereto.

4. Condition of Space:

(a) The Permittee hereby acknowledges that prior to the execution of this Permit it has thoroughly examined and inspected the Space and has found the Space in good order and repair and has determined the Space to be suitable for the Permittee's operations hereunder and acknowledges and agrees that it has not relied on any representations or statements of the Port Authority, its Commissioners, officers, employees or agents as to the condition or suitability thereof for use by the Permittee for the purposes contemplated herein. The Permittee agrees to and shall take the Space in its "as is" condition and the Port Authority shall have no obligation hereunder for preparation of the Space for the Permittee's use. The Permittee agrees that no portion of the Space will be used initially or at any time during the effective period of the permission granted hereunder which is in a condition unsafe or improper for the purposes contemplated herein so that there is possibility of injury or damage to life or property and the Permittee further agrees that before any use it will immediately correct any such unsafe or improper condition.

(b) Except to the extent required for the performance of any of the obligations of the Permittee under this Permit, nothing contained in this Permit shall grant to the Permittee any rights whatsoever in the air space above the height of the structures located on the Space as of the Effective Date hereof.

(c) The parties to this Permit hereby acknowledge that the Space is non-residential real estate.

5. Payment of Fees:

(a) Unless otherwise expressly provided in this Permit, the Permittee shall pay to the Port Authority a fee for its use and occupancy of the Space. The fee specified is a monthly fee, payable in advance on the Effective Date and on the first day of each and every calendar month thereafter.

(b) Payments made hereunder shall be sent to the following address:

THE PORT AUTHORITY OF NEW YORK
AND NEW JERSEY
P.O. BOX 95000-1517
PHILADELPHIA, PENNSYLVANIA 19195-1517

or made via the following wire transfer instructions:

Bank: TD Bank
Bank ABA Number: 031201360
Account Number:

or sent to such other address, or via such other wire transfer instructions, as may hereafter be substituted therefor by the Port Authority, from time to time, by notice to the Permittee.

(c) If the permission granted hereunder becomes effective on a date other than the first day of a calendar month or expires or is revoked or terminated on a date other than the last day of a calendar month, the fee payable for the part of the month during which the permission is in effect shall be computed by prorating the monthly fee on a daily basis, using the exact number of days in the month involved.

(d) Upon execution of this Permit by the Permittee, the Permittee shall pay to the Port Authority all unpaid fees and other monies due and payable under this Permit as of the date of execution.

6. Late and Service Charges:

(a) If the Permittee should fail to pay any amount required under this Permit when due to the Port Authority or if any such amount is found to be due as the result of an audit, then, in such event, the Port Authority may impose (by statement, bill or otherwise) a late charge with respect to each such unpaid amount for each late charge period (hereinbelow described) during the entirety of which such amount remains unpaid, each such late charge not to exceed an amount equal to eight-tenths of one percent (.8%) of such unpaid amount for each late charge period. There shall be twenty-four (24) late charge periods on a calendar year basis; each late charge period shall be for a period of at least fifteen (15) calendar days except one late charge period each calendar year may be for a period of less than fifteen (15) (but not less than thirteen (13)) calendar days. Without limiting the generality of the foregoing, late charge periods in the case of amounts found to have been owing to the Port Authority as the result of Audit Findings (as defined below) shall consist of each late charge period following the date the unpaid amount should have been paid under this Permit. Each late charge shall be payable immediately upon demand made at any time therefor by the Port Authority. No acceptance by the Port Authority of payment of any unpaid amount or of any unpaid late charge amount shall be deemed a waiver of the right of the Port Authority to payment of any late charge or late charges payable under the provisions of this Section with respect to such unpaid amount. Nothing in this Section is intended to, or shall be deemed to, affect, alter, modify or diminish in any way (i) any rights of the Port Authority under this Permit, including without limitation the Port Authority's rights set forth in Section 2 hereof or (ii) any obligations of the Permittee under this Permit. In the event that any late charge imposed pursuant to this Section shall exceed a legal maximum applicable to such late charge, then, in such event, each such late charge payable under this Permit shall be payable instead at such legal maximum.

(b) (i) The Permittee shall permit and/or cause to be permitted in ordinary business hours during the effective period of this Permit and for one (1) year thereafter the examination and audit by the officers, employees and representatives of the Port Authority of all the records and books of account of the Permittee (including without limitation all corporate records and books of account which the Port Authority in its sole discretion believes may be relevant in connection with the Permittee's use and occupancy of the Space as permitted hereunder within ten (10) days following any request by the Port Authority from time to time and at any time to examine and audit any such corporate records and books of account.

(ii) In the event that upon conducting an examination and audit as described in this Section the Port Authority determines that unpaid amounts are due to the Port Authority by the Permittee (the "**Audit Findings**"), the Permittee shall be obligated, and hereby agrees, to pay to the Port Authority a service charge in the amount equal to five percent (5%) of the Audit Findings. Each such service charge shall be payable immediately upon demand (by notice, bill or otherwise) made at any time therefor by the Port Authority. Such service charge(s) shall be exclusive of, and in addition to, any and all other moneys or amounts due to the Port Authority by the Permittee under this Permit or otherwise. No acceptance by the Port Authority of payment of any unpaid amount or of any unpaid service charge shall be deemed a waiver of the right of the Port Authority of payment of any late charge(s) or other service charge(s) payable under the provisions of this Permit with respect to such unpaid amount. Each such service charge shall be and become fees, recoverable by the Port Authority in the same manner and with like remedies as if it were originally a part of the fees to be paid hereunder. Nothing in this Section is intended to, or shall be deemed to, affect, alter, modify or diminish in any way (i) any rights of the Port Authority under this Permit, including, without limitation, the Port Authority's rights to revoke this Permit or (ii) any obligations of the Permittee under this Permit.

7. Security Deposit: If the Permittee is obligated by any other agreement to maintain a security deposit with the Port Authority to insure payment and performance by the Permittee of all fees, rentals, charges and obligations which may become due and owing to the Port Authority arising from the Permittee's operations at the Facility pursuant to any such other agreement or otherwise, then all such obligations under such other agreement and any deposit pursuant thereto also shall be deemed obligations of the Permittee under this Permit and as security hereunder as well as under any such other agreement and all provisions of such other agreement with respect to such obligations and any obligations thereunder of the Port Authority as to the security deposit are hereby incorporated herein by this reference as though fully set forth herein and hereby made a part hereof. The termination, revocation, cancellation or expiration of any other agreement to which such security shall apply or any permitted assignment of such other agreement shall not affect such obligations as to such security which shall continue in full force and effect hereunder.

8. Indemnification of Port Authority:

(a) The Permittee shall indemnify and hold harmless the Port Authority, its Commissioners, officers, employees and representatives, from and against (and shall reimburse the Port Authority for the Port Authority's costs and expenses including legal costs and expenses incurred in connection with the defense of) all claims and demands of third persons, including but not limited to claims and demands for death or personal injuries, or for property damages, arising out of any of the operations, acts or omissions of the Permittee hereunder.

(b) The Permittee represents that it is the owner of or fully authorized to use or sell any and all services, processes, machines, articles, marks, names or slogans used or sold by it in its operations under or in any way connected with this Permit. Without in any way limiting its obligations under the preceding paragraph (a) hereof, the Permittee agrees to indemnify and hold harmless the Port Authority, its Commissioners, officers, employees, agents and representatives of and from any loss, liability, expense, suit or claim for damages in connection with any actual or alleged infringement of any patent, trademark or copyright, or arising from any alleged or actual unfair competition or other similar claim arising out of the operations of the Permittee under or in any way connected with this Permit.

(c) If so directed, the Permittee shall at its own expense defend any suit based on any claim or demand referred to in the foregoing paragraphs (a) or (b) (even if such claim or demand is groundless, false or fraudulent), and in handling such it shall not, without obtaining the prior written consent of the General Counsel of the Port Authority, raise any defense involving in any way the jurisdiction of the tribunal, the immunity of the Port Authority, its governmental nature or the provisions of any statutes respecting the Port Authority.

(d) In the event of any injury or death to any person (other than employees of the Permittee) at the Facility when caused by the Permittee's operations, acts or omissions of the Permittee hereunder, or damage to any property (other than the Permittee's property) at the Facility when caused by the Permittee's operations, acts or omissions of the Permittee hereunder, the Permittee shall immediately notify the Port Authority and promptly thereafter furnish to the Port Authority copies of all reports given to the Permittee's insurance carrier.

9. Right of Entry Reserved: The Port Authority shall have the right at any time and as often as it considers necessary, to inspect the Space and (without any obligation so to do) to enter thereon to make ordinary repairs, and in the event of emergency to take such action therein as may be required for the protection of persons or property.

10. Rules and Regulations: The Permittee shall observe and obey (and compel its officers, employees, guests, invitees, and those doing business with it, to observe and obey) the rules and regulations and procedures of the Port Authority now in effect, and such further reasonable rules and regulations and procedures which may from time to time during the effective period of this Permit, be promulgated by the Port Authority for reasons of safety, health, preservation of property or maintenance of a good and orderly appearance of the Facility or for the safe and efficient operation of the Facility. The Port Authority agrees that, except in cases of emergency, it shall give notice to the Permittee of every rule and regulation hereafter adopted by it at least five (5) days before the Permittee shall be required to comply therewith.

11. Conduct of Operations:

(a) The Permittee shall immediately comply with all orders, directives and procedures as may be issued by the Manager of the Facility covering the operations of the Permittee under this Permit at any time and from time to time. The Port Authority may, at any time and from time to time, without prior notice or cause, withdraw or modify any designations, approvals, substitutions or redesignations given by it hereunder.

(b) The Permittee shall not install any fixtures or make any alterations, additions, improvements or repairs to any property of the Port Authority except with the prior written approval of the Port Authority.

(c) Unless otherwise expressly provided, the Permittee shall not install any vending machines or similar devices in the Space or use the Space (or permit it to be used) for the sale to its employees or to the public of any of the following goods and services: beverages, food, candy, gum, ice cream or ice cream products, tobacco or tobacco products, periodicals, books, drugs, toys, games, souvenirs, jewelry, novelties, clothing, flowers, sporting or photographic goods, toilet articles, theatre tickets, shoe shines, pressing and cleaning, developing and printing of photographs and films or baggage-checking. The specificity of the foregoing enumeration of disallowed activities shall not be deemed to infer that any particular activities not so enumerated are permitted under this Permit.

(d) No signs, posters or similar devices shall be erected, displayed or maintained in view of the general public in or about the Space without the written approval of the Manager of the Facility; and any not approved by him may be removed by the Port Authority at the expense of the Permittee. The Permittee shall not display, or permit the display of, advertising of third parties in the Space.

(e) The Permittee, its employees, invitees and those doing business with it shall have no right hereunder to park vehicles within the Facility, except in regular parking areas upon payment of regular charges therefor.

(f) The operations of the Permittee, its employees, invitees and those doing business with it shall be conducted in an orderly and proper manner and so as not to annoy, disturb or be offensive to others at the Facility. The Permittee shall provide and its employees shall wear or carry badges or other suitable means of identification which shall be subject to the approval of the Manager. The Port Authority shall have the right to object to the Permittee as to the demeanor, conduct and appearance of the Permittee's employees, invitees and those doing business with it, whereupon the Permittee will take all steps necessary to remove the cause of the objection.

(g) The Permittee shall daily remove from the Facility by means of facilities provided by it all garbage, debris and other waste material (whether solid or liquid) arising out of or in connection with the permission granted hereunder, and any such not immediately removed shall be temporarily stored in a clean and sanitary condition, in suitable garbage and waste receptacles, the same to be made of metal and equipped with tight-fitting covers, and to be of a design safely and properly to contain whatever material may be placed therein; said receptacles being provided and maintained by the Permittee. The receptacles shall be kept covered except when filling or emptying the same. The Permittee shall exercise extreme care in removing such garbage, debris and other waste materials from the Facility. The manner of such storage and removal shall be subject in all respects to the continual approval of the Port Authority. No facilities of the Port Authority shall be used for such removal unless with its prior consent in writing. No such garbage, debris or other waste materials shall be or be permitted to be thrown, discharged or disposed into or upon the waters at or bounding the Facility.

(h) The Permittee shall at all times maintain the Space in a clean and orderly condition and appearance.

12. <u>Permittee Property</u>:

(a) The personal property placed or installed by the Permittee in the Space shall remain the property of the Permittee and must be removed on or before the Expiration Date or on or before the revocation or termination of the permission hereby granted, whichever shall be earlier.

(b) If the Permittee shall fail to remove its property upon the expiration, termination or revocation hereof, the Port Authority may, at its option, as agent for the Permittee and at the Permittee's risk and expense, remove such property to a public warehouse for deposit or retain the same in its own possession and after the expiration of thirty (30) days sell the same at public auction, the proceeds of which shall be applied first to the expenses of sale, second to any sums owed by the Permittee to the Port Authority, and any balance remaining shall be paid to the Permittee, or may take such other action as may be necessary or desirable. Any excess of the total cost of removal, storage and sale over the proceeds of sale shall be paid by the Permittee to the Port Authority upon demand.

13. Prohibited Acts:

(a) The Permittee shall promptly observe, comply with and execute the provisions of any and all present and future rules and regulations, requirements, orders and directions of the New York Board of Fire Underwriters and the New York Fire Insurance Exchange, and any other body or organization exercising similar functions which may pertain or apply to the Permittee's operations hereunder. If by reason of the Permittee's failure to comply with the provisions of this Section, any fire insurance, extended coverage or rental insurance rate on the Facility or any part thereof or upon the contents of any building thereon shall at any time be higher than it otherwise would be, then the Permittee shall on demand pay the Port Authority that part of all fire insurance premiums paid or payable by the Port Authority which shall have been charged because of such violation by the Permittee.

(b) The Permittee shall not do or permit to be done any act which

(i) will invalidate or be in conflict with any fire insurance policies covering the Facility or any part thereof or upon the contents of any building thereon, or

(ii) will increase the rate of any fire insurance, extended coverage or rental insurance on the Facility or any part thereof or upon the contents of any building thereon, or

(iii) in the opinion of the Port Authority will constitute a hazardous condition, so as to increase the risks normally attendant upon the operations contemplated by this Permit, or

(iv) may cause or produce upon the Facility any unusual, noxious or objectionable smokes, gases, vapors or odors, or

(v) may interfere with the effectiveness or accessibility of the drainage and sewerage system, fire-protection system, sprinkler system, alarm system, fire hydrants and hoses, if any, installed or located or to be installed or located in or on the Facility, or

(vi) shall constitute a nuisance in or on the Facility or which may result in the creation, commission or maintenance of a nuisance in or on the Facility.

(c) For purposes of this Section, "Facility" includes all structures located thereon.

14. Specifically Prohibited Activities:

(c) The Permittee shall not dispose of nor permit anyone to dispose of any waste materials (whether liquid or solid) by means of any toilets, sanitary sewers or storm sewers at the Facility.

(d) The Permittee shall not dispose of, release or discharge nor permit anyone to dispose of, release or discharge any Hazardous Substance on the Facility. Any Hazardous Substance disposed of, released or discharged by the Permittee (or permitted by the Permittee to be disposed of, released or discharged) on the Facility shall upon notice by the Port Authority to the Permittee be completely removed and/or remediated by the Permittee at its sole cost and expense.

(e) The Permittee shall not operate any engine or any item of automotive equipment in the Space without adequate ventilation.

(f) The Permittee shall not use any cleaning materials having a harmful or corrosive effect in the Space.

(g) The Permittee shall not fuel or defuel any equipment in the Space or elsewhere at the Facility without the prior approval of the Manager of the Facility except in accordance with Port Authority rules and regulations.

(h) The Permittee shall not start or operate any engine or any item of automotive equipment in the Space unless such space is adequately ventilated and unless such engine is equipped with a proper spark-arresting device.

(i) The Permittee shall not solicit business in the public areas of the Facility and shall not at any time use any electric amplifying devices or hand megaphones whatsoever.

15. Labor Disturbances:

(a) (i) The Permittee shall not employ any persons or use any labor, or use or have any equipment, or permit any condition to exist, which shall or may cause or be conducive to any labor complaints, troubles, disputes or controversies at the Facility which interfere or are likely to interfere with the operation of the Facility or any part thereof by the Port Authority or with the operations of the lessees, licensees, permittees or other users of the Facility or with the operations of the Permittee under this Permit.

(ii) The Permittee shall immediately give notice to the Port Authority (to be followed by written notice and reports) of any and all impending or existing labor complaints, troubles, disputes or controversies and the progress thereof. The Permittee shall use its best efforts to resolve any such complaints, troubles, disputes or controversies.

(b) If any type of strike or other labor activity is directed against the Permittee at the Facility or against any operations pursuant to this Permit resulting in picketing or boycott

for a period of at least forty-eight (48) hours, which, in the opinion of the Port Authority, adversely affects or is likely adversely to affect the operation of the Facility or the operations of other permittees, lessees or licensees thereat, whether or not the same is due to the fault of the Permittee, and whether caused by the employees of the Permittee or by others, the Port Authority may at any time during the continuance thereof, by twenty-four (24) hours' notice, revoke this Permit, effective at the time specified in the notice. Revocation shall not relieve the Permittee of any liabilities or obligations hereunder which shall have accrued on or prior to the effective date of revocation.

16. Notices: A bill or statement may be rendered or any notice or communication which the Port Authority may desire to give the Permittee shall be deemed sufficiently rendered or given if the same be in writing and sent by registered or certified mail addressed to the Permittee at the address specified on the cover page hereof or at the latest address that the Permittee may substitute therefor by notice to the Port Authority, or left at such address, or delivered to the Permittee's Representative, and the time of rendition of such bill or statement and of the giving of such notice or communication shall be deemed to be the time when the same is mailed, left or delivered as herein provided. Any notice from the Permittee to the Port Authority shall be validly given if sent by registered or certified mail addressed to the Executive Director of the Port Authority at 225 Park Avenue South, New York, New York 10003 or at such other address as the Port Authority shall hereafter designate by notice to the Permittee.

17. No Broker: The Permittee represents and warrants that no broker has been concerned in the negotiation or execution of this Permit and that there is no broker who is or may be entitled to be paid a commission in connection therewith. The Permittee shall indemnify the Port Authority and save it harmless from any and all claims which have been or which may be made by any and all persons, firms, or corporations whatsoever for services in connection with the negotiation and execution of this Permit or in connection with any permission to use the Space.

18. Waiver of Trial by Jury: The Permittee hereby waives its right to trial by jury in any summary proceeding or action that may hereafter be instituted by the Port Authority against the Permittee in respect of the Space and/or in any action that may be brought by the Port Authority to recover fees, damages, or other sums due and owing under this Permit. The Permittee specifically agrees that it shall not interpose any claims as counterclaims in any summary proceeding or action for non-payment of fees or other amounts which may be brought by the Port Authority unless such claims would be deemed waived if not so interposed. The foregoing reference to summary proceedings shall not be construed to mean that a landlord-tenant relationship exists between the Port Authority and the Permittee.

19. Effect of Use and Occupancy after Expiration, Revocation or Termination: Without in any way limiting any other provision of this Permit, unless otherwise notified by the Port Authority in writing, in the event the Permittee continues its use and occupancy of the Space after the expiration, revocation or termination of the effective period of the permission granted under this Permit, as such effective period of permission may be extended from time to time, in addition to any damages to which the Port Authority may be entitled under this Permit or other remedies the Port Authority may have by law or otherwise, the Permittee shall pay to the Port Authority a fee for the period commencing on the day immediately following the date of such expiration or the effective date of such revocation or termination and ending on the date that the Permittee shall surrender and completely vacate the Space at a rate equal to twice the monthly fee as provided for herein then in effect. Nothing herein contained shall be deemed to give the

Permittee any right to continue its use and occupancy of the Space after the expiration, revocation or termination of the effective period of the permission granted under this Permit. The Permittee acknowledges that the failure of the Permittee to surrender, vacate and yield up the Space to the Port Authority on the effective date of such expiration, revocation or termination will or may cause the Port Authority injury, damage or loss. The Permittee hereby assumes the risk of such injury, damage or loss and hereby agrees that it shall be responsible for the same and shall pay the Port Authority for the same whether such are foreseen or unforeseen, special, direct, consequential or otherwise and the Permittee hereby expressly agrees to indemnify and hold the Port Authority harmless against any such injury, damage or loss.

20. No Personal Liability: No Commissioner, officer, agent or employee of the Port Authority shall be charged personally by the Permittee with any liability, or held liable to it, under any term or provision of this Permit, or because of its execution or attempted execution, or because of any breach hereof.

21. No Waiver: No failure by the Port Authority to insist upon the strict performance of any agreement, term, covenant or condition of this Permit or to exercise any right or remedy consequent upon a breach or default thereof, and no extension, supplement or amendment of this Permit during or after a breach thereof, unless expressly stated to be a waiver, and no acceptance by the Port Authority of fees, charges or other payments in whole or in part after or during the continuance of any such breach or default, shall constitute a waiver of any such breach or default of such agreement, term, covenant or condition. No agreement, term, covenant or condition of this Permit to be performed or complied with by the Permittee, and no breach or default thereof, shall be waived, altered or modified except by a written instrument executed by the Port Authority. No waiver by the Port Authority of any default or breach on the part of the Permittee in performance of any agreement, term, covenant or condition of this Permit shall affect or alter this Permit but each and every agreement, term, covenant and condition thereof shall continue in full force and effect with respect to any other existing or subsequent breach or default thereof.

22. Construction and Application of Terms:

(a) The use of headings in this Permit is for convenience of reference only and in no way intended to define, limit or describe the scope or intent of any provision hereof.

(b) Any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not be applicable to the interpretation of this Permit or any amendments, addendums or supplements hereto or any endorsements, exhibits, schedules or other attachments hereto.

(c) The provisions and obligations contained in any endorsements, exhibits, schedules or other attachments hereto shall have the same force and effect as if set forth in full herein.

(d) To the extent that any provisions of this Permit are in any instance to be construed in accordance with the laws of a state, the laws of the State of New York shall apply.

23. Entire Agreement: This Permit, including the cover page, the Terms and Conditions and the attached exhibits, endorsements, schedules and other attachments, if any, constitutes the entire agreement of the parties on the subject matter hereof and may not be changed, modified, discharged or extended, except by written endorsement duly executed on

behalf of the parties and attached hereto. The Permittee agrees that no representations or warranties shall be binding upon the Port Authority unless expressed in writing herein.

(a) The Permittee shall at all times keep the Space in a clean and orderly condition and appearance, together with all fixtures, equipment and personal property of the Permittee and of the Port Authority located in or on the Space, including without limitation thereto the interior surface of windows and both sides of all entrance doors.

(b) The Permittee shall repair, replace, rebuild and paint all or any part of the Space or of the Facility which may be damaged or destroyed by the acts or omissions of the Permittee, its officers, members, employees, agents, representatives, contractors, customers, guests, invitees or other persons who are doing business with the Permittee who are on or at the Space or the Facility with the consent of the Permittee.

(c) The Permittee shall take good care of the Space, including therein, without limitation thereto, walls, partitions, floors, ceilings, doors and columns, and all parts thereof, and all equipment and fixtures, and shall do all preventive maintenance and make all necessary non-structural repairs, replacements, rebuilding and painting necessary to keep the Space in the condition existing on the effective date and to keep any improvements, additions and fixtures made or installed during the effective period of this Agreement in the condition they were in when made or installed except for reasonable wear which does not adversely affect the watertight condition or structural integrity of the building or adversely affect the efficient or proper utilization or the appearance of any part of the Space.

(d) In the event the Permittee fails to commence so to make or do any repair, replacement, rebuilding or painting required by this Agreement within a period of ten (10) days after notice from the Port Authority so to do, or fails diligently to continue to completion the repair, replacement, rebuilding or Painting of all the premises required to be repaired, replaced, rebuilt or painted by the Permittee under the terms of this Agreement, the Port Authority may, at its option, and in addition to any other remedies which may be available to it, repair, replace, rebuild or paint all or any part of the Space included in the said notice, the Port Authority's cost thereof to be paid by the Permittee on demand. This option or the exercise thereof shall not be deemed to create or imply any obligation or duty to the Permittee or others.

(e) The obligation of the Permittee as set forth in paragraphs (b) and (c) above, in the event of damage or destruction covered by any contract of insurance under which the Port Authority is the insured, is hereby released to the extent that the loss is recouped by actual payment to the Port Authority of the proceeds of such insurance; provided, however, that if at any time because of this release the insurance carrier of any policy covering the premises or any part thereof shall increase the premiums otherwise payable for fire, extended coverage or rental coverage applicable to the premises; the Permittee shall pay to the Port Authority an amount equivalent to such increase or increases on demand; and provided, further, that if at any time this release shall invalidate any such policy of insurance or reduce, limit or void the rights of the Port Authority thereunder, or if because of this release, any such insurance carrier shall cancel any such policy or shall refuse to issue or renew the same or shall refuse to issue a policy with an endorsement thereon under which this release is permitted without prejudice to the interest of the insured or shall cancel such endorsement or refuse to renew the same or shall take any other action to alter, decrease or diminish the benefits of the Port Authority under the policy, then the release shall be void and of no effect. Nothing herein shall be construed to imply an obligation on the Port Authority to carry any such insurance policy or to obtain or keep in force any such endorsement.

(f) The Port Authority shall have no duty of repair or maintenance as to the Space or any fixtures, equipment or personal property which is located in or on the Space.

(g) The Permittee shall immediately clear all drainage and supply stoppages and partial blocks, in and in connection with any plumbing fixtures, equipment and system which are a part of or are located in or on the Space. All glass in windows and doors which are a part of or are located in or on the Space and which may be broken shall be replaced by the Permittee not later than five days after breakage or at any earlier date if so directed by the Port Authority and immediately if such replacement is necessary to protect the Space, any part thereof or any other property of the Port Authority against damage, loss or theft. The Permittee shall have no obligation under this paragraph where the condition is caused by the negligence of the Port Authority.

(h) The Permittee shall immediately notify the Port Authority if any portion or all of the Space or any of the said Port Authority fixtures, equipment or personal property is destroyed, damaged or in need of repair, regardless of the Permittee's responsibility therefor.

(i) Nothing herein contained shall relieve the Permittee of its obligations to secure the Port Authority's written approval before installing any fixtures in or upon or making any alterations, decorations, additions or improvements in the Space.

(j) In the event of a partial or total destruction of the Space, the Permittee shall immediately remove any and all of its property and debris from the Space or portion thereof destroyed.

The Port Authority, by its officers, employees, representatives, contractors, licensees, and their employees, shall have the right for the benefit of the Port Authority, or the Permittee and/or for the benefit of others than the Permittee to maintain existing and future heating, water, gas, electricity, sewerage, drainage, fire protection sprinkler, ventilating, refrigerating, fuel and communication systems and other such service systems, including all tubes, pipes, lines, mains, wires, conduits and equipment on or about the Space and to enter upon the Space at all reasonable times and to make such repairs, replacements and alterations as may, in the opinion of the Port Authority, be deemed necessary or advisable, and, from time to time, to construct or install over, on, in or under the Space new tubes, pipes, lines, mains, wires, conduits and equipment, provided however, that the same shall be done so as to interfere as little as reasonably possible with the Permittee's operations.

Nothing contained in this Endorsement shall or shall be construed to impose upon the Port Authority any obligations so to maintain or to make repairs, replacements, alterations or additions or any liability for failure to do so.

STANDARD ENDORSEMENT NO. 11.1
MAINTENANCE OF SERVICE FACILITIES
All Facilities
7/21/49

Except as specifically provided herein to the contrary, the Permittee shall not, by virtue of the issue and acceptance of this Permit, be released or discharged from any liabilities or obligations whatsoever under any other Port Authority permits or agreements including but not limited to any permits to make alterations.

In the event that any space or location covered by this Permit is the same as is or has been covered by another Port Authority permit or other agreement with the Permittee, then any liabilities or obligations which by the terms of such permit or agreement, or permits thereunder to make alterations, mature at the expiration or revocation or termination of said permit or agreement, shall be deemed to survive and to mature at the expiration or sooner termination or revocation of this Permit, insofar as such liabilities or obligations require the removal of property from and/or the restoration of the space or location.

STANDARD ENDORSEMENT NO. 14.1
DUTIES UNDER OTHER AGREEMENTS
All Facilities
7/21/49

Whenever in this Permit, including all endorsements and exhibits thereto, the pronoun "it" or the adjective "its" may occur, referring to the Permittee, the said pronoun or adjective shall be deemed and taken to mean "it", "he", "him", "she", "her", "they", "them", or "its", "his", "her", "hers", "their", or "theirs", as the circumstances of the reference and the gender and number of the Permittee may require.

STANDARD ENDORSEMENT NO. 15.1
PERSONAL PRONOUNS

The Permittee shall procure all licenses, certificates, permits or other authorization from all governmental authorities, if any, having jurisdiction over the Permittee's operations at the Facility which may be necessary for the Permittee's operations thereat.

The Permittee shall pay all taxes, license, certification, permit and examination fees and excises which may be assessed, levied, exacted or imposed on its property or operation hereunder or on the gross receipts or income therefrom, and shall make all applications, reports and returns required in connection therewith.

The Permittee shall promptly observe, comply with and execute the provisions of any and all present and future governmental laws, rules, regulations, requirements, orders and directions which may pertain or apply to the Permittee's operations at the Facility.

The Permittee's obligations to comply with governmental requirements are provided herein for the purpose of assuring proper safeguards for the protection of persons and property at the Facility and are not to be construed as a submission by the Port Authority to the application to itself of such requirements or any of them.

SPECIAL ENDORSEMENTS

1. Subject to and in accordance with all the terms and conditions of this Permit and the Endorsements annexed hereto, the Port Authority hereby grants the Permittee permission to use and occupy the space on the lower level and the first floor of the North Wing of the Facility. The area on the lower level and on the first floor of the North Wing of the Facility as shown in diagonal hatching on the sketch attached hereto, hereby made a part hereof and marked as "Exhibit A, A-1 and A-2" respectively, together with the fixtures, improvements and other property of the Port Authority located or to be located therein or thereon (hereinafter sometimes referred to as "the Space").

2. The Permittee shall use the Space as passenger ticketing windows and baggage check service and for no other purposes whatsoever.

3. (a) The Permittee shall not install any equipment, improvement or fixtures in the Space or perform any construction work therein without the prior written approval of the Port Authority as to the design and type of equipment, improvement or fixtures to be installed as well as the method and manner of installation. To such end the Permittee, prior to the installation of any equipment, improvement or fixtures in the Space, shall submit to the Port Authority for its approval an Alteration Application in the form supplied by the Port Authority including such terms and conditions and such plans and specifications as the Port Authority may require setting forth in detail the design and type of equipment, improvement or fixtures proposed by the Permittee to be installed and the method and manner of the installation work to be performed by the Permittee to prepare and equip the Space for its operations therein. The Permittee shall be responsible at its sole cost and expense for the performance of the installation work. Any installation, placement or attachment made without the approval of the Port Authority and any such that does not continue to meet with the continuing approval of the Port Authority shall immediately be removed by the Permittee and in the event of the Permittee's failure to remove the same the Port Authority may do so at the Permittee's cost and expense. The Port Authority reserves the right to require the Permittee to obtain the approval of the Port Authority as to the time and manner of any maintenance, servicing and repair operations upon any of the Permittee's equipment, facilities, fixtures or property installed in, placed upon, or attached to the Space.

(b) Without limiting or affecting any other term or provisions of this Permit, the Permittee shall be solely responsible for the design, adequacy and operation of all utility, mechanical, electrical, communications and other systems installed in the Space and shall do all preventive maintenance and make all repairs, replacements, rebuilding (ordinary or extraordinary, structural or non-structural) and painting necessary to keep such systems and all other improvements, additions, fixtures, finishes and decorations made or installed by the Permittee (whether the same involves structural or non-structural work) in the condition they were in when made or installed except for reasonable wear which does not affect adversely the watertight condition or structural integrity of the building or adversely affect the efficient or proper utilization or appearance of any part of the Space.

4. (a) The Permittee shall pay a monthly fee ("Basic Fee") for the Space as follows:

(i) During the period commencing on January 1, 2014 and continuing through December 31, 2014, both dates inclusive, in the amount of Two Thousand

Four Hundred Ninety-nine Dollars and Ninety-nine Cents ($2,499.99), payable on January 1, 2014 and on the first day of each and every calendar month occurring during such period;

(ii) During the period commencing on January 1, 2015 and continuing through December 31, 2015, both dates inclusive, in the amount of Two Thousand Five Hundred Eighty-seven Dollars and Fifty Cents ($2,587.50), payable on January 1, 2015 and on the first day of each and every calendar month occurring during such period;

(iii) During the period commencing on January 1, 2016 and continuing through December 31, 2016, both dates inclusive, in the amount of Two Thousand Six Hundred Seventy-eight Dollars and Seven Cents ($2,678.07), payable on January 1, 2016 and on the first day of each and every calendar month occurring during such period;

(iv) During the period commencing on January 1, 2017 and continuing through December 31, 2017, both dates inclusive, in the amount of Two Thousand Seven Hundred Seventy-one Dollars and Seventy-nine Cents ($2,771.79), payable on January 1, 2017 and on the first day of each and every calendar month occurring during such period;

(v) During the period commencing on January 1, 2018 and continuing through December 31, 2018, both dates inclusive, in the amount of Two Thousand Eight Hundred Sixty-eight Dollars and Eighty-one Cents ($2,868.81), payable on January 1, 2018 and on the first day of each and every calendar month occurring during such period;

(vi) During the period commencing on January 1, 2019 and continuing through December 31, 2019, both dates inclusive, in the amount of Two Thousand Nine Hundred Sixty-nine Dollars and Twenty-two Cents ($2,969.22), payable on January 1, 2019 and on the first day of each and every calendar month occurring during such period;

(vii) During the period commencing on January 1, 2020 and continuing through December 31, 2020, both dates inclusive, in the amount of Three Thousand Seventy-three Dollars and Fourteen Cents ($3,073.14), payable on January 1, 2020 and on the first day of each and every calendar month occurring during such period;

(viii) During the period commencing on January 1, 2021 and continuing through December 31, 2021, both dates inclusive, in the amount of Three Thousand One Hundred Eighty Dollars and Sixty-nine Cents ($3,180.69), payable on January 1, 2021 and on the first day of each and every calendar month occurring during such period;

(ix) During the period commencing on January 1, 2022 and continuing through December 31, 2022, both dates inclusive, in the amount of Three Thousand Two Hundred Ninety-two Dollars and Two Cents ($3,292.02), payable on January 1, 2022 and on the first day of each and every calendar month occurring during such period;

(x) During the period commencing on January 1, 2023 and continuing through December 31, 2023, both dates inclusive, in the amount of Three Thousand Four Hundred Seven Dollars and Twenty-five Cents ($3,407.25), payable on January 1, 2023 and on the first day of each and every calendar month occurring during such period;

(b) The Permittee shall pay a monthly fee ("Basic Fee") for the North Wing 8th Avenue Lobby Ticket Sales Booth of $1.00 per month for the period of permission

(c) If the permission granted hereunder becomes effective on a date other than the first day of a calendar month or expires or is revoked or terminated on a date other than the last day of a calendar month, the fee payable for the part of the month during which the permission is in effect shall be computed by prorating the monthly fee on a daily basis, using the exact number of days in the month involved.

5. (a) (i) The Port Authority will supply electricity to the Permittee at the Space on such days and during such hours as the Permittee conducts its operations at the Space, to the extent that the Permittee's consumption does not exceed the capacity of feeders, risers or wiring in the Space or the Facility, the Permittee's consumption and demand for such electricity to be measured by a meter or meters installed by the Port Authority. From and after the Effective Date hereof, the Permittee shall take the same and pay at the greater of: (i) the rates (including the fuel or other adjustment factor) which the Permittee at the time of such purchase and under the service classification then applicable to it would have to pay for the same quantity of electricity to be used for the same purposes under the same conditions if it received the electricity directly from the public utility supplying the same to commercial buildings in the vicinity; or (ii) the Port Authority's cost of obtaining and supplying the same quantity of electricity. In the event any meter is out of service or fails to record the consumption and demand for electricity by the Permittee, the Permittee's consumption and demand for electricity will be considered to be the same as its consumption and demand for a like period as measured by such meter, either immediately before or immediately after such interruption or failure of a meter, which period shall be selected by the Port Authority. The Permittee shall pay the amount as so determined for each such billing period to the Port Authority upon demand therefor and the same shall be deemed an additional fee collectible in the same manner and with like remedies as if it were a part of the Basic Fee reserved hereunder.

(ii) Notwithstanding that the Port Authority has agreed to supply electricity to the Permittee, the Port Authority shall be under no obligation to provide or continue such service if the Port Authority is prevented by law, agreement or otherwise from metering or measuring consumption and demand as hereinabove set forth or elects not to so meter or measure the same, and in any such event the Permittee shall make all arrangements and conversions necessary to obtain electricity directly from the public utility. Also in such event, the Permittee shall perform the construction necessary for conversion and if any lines or equipment of the Port Authority are required Permittee shall obtain consent of the Port Authority used therefor the Port Authority may make an appropriate charge therefor to the Permittee based on its costs and expenses for the said lines and equipment.

(b) Without limiting the generality of rights of entry reserved to the Port Authority in this Permit, the Port Authority shall have, for itself, its officers, employees, representatives, contractors and subcontractors, the right to enter upon the Space at all times to construct, install, maintain, replace, repair or improve the air-cooling system or any part thereof providing service for the part of the Facility in which any portion of the Space is located. Air-cooling shall be furnished subject to all the provisions of this Permit and in accordance with the following:

(1) If the air-cooling in or on the Space can be controlled by mechanisms within the Space, the Permittee shall shut off the air-cooling before closing and leaving the Space at any time for any period. The Port Authority shall have the rights of entry specified in Section 9 of the Terms and Conditions hereof for the purpose of observing the Permittee's compliance with the provisions hereof and the Port Authority may lock, seal or install any timing device on or in connection with any air-cooling control mechanism so as to provide that the Space shall only be air-cooled during the hours and days stipulated hereunder.

(2) If the Permittee, in accordance with Standard Endorsement 6.4 hereof or otherwise, erects any partitions or makes any improvements, which partitions or improvements stop, hinder, obstruct or interfere with the cooling of the air or the heating of the Space, then no such action by the Permittee shall impose any obligation on the Port Authority to install facilities, fixtures or equipment for air-cooling or for heating additional to those presently existing or presently contemplated or to increase the capacity or output of existing or presently contemplated facilities, equipment or fixtures, and the Permittee shall not in any such event be relieved of any of its obligations hereunder because a comfortable temperature is not maintained. No consent or approval given by the Port Authority in connection with the erection of partitions or the making of any improvements shall be or be deemed to be a representation that the work consented to or approved will not stop, hinder, obstruct or interfere with either the cooling of the air or heating of the Space or any portion thereof. It is hereby understood further that the installation by the Permittee of any equipment which itself requires air-cooling or which requires additional quantities of air-cooling shall not impose any obligation on the Port Authority to increase the capacity or output of initially existing facilities, equipment or fixtures for the cooling of the air or the heating of the Space and the Permittee shall not in any such event be relieved of any of its obligations hereunder.

(c) The Port Authority shall, without additional charge to the Permittee, furnish to the Permittee in the enclosed portion of the Space heat, to an even and comfortable temperature during the months of November to April, inclusive, occurring during the period of permission granted hereunder.

(d) The Port Authority shall have no obligations or responsibility with respect to the performance of any services or providing, supplying or furnishing to the Permittee of any utilities or services whatsoever except as expressly provided in this Special Endorsement. Without limiting the generality of any other provisions of this Permit, or the Rules and Regulations of the Port Authority referred to herein, the Permittee shall not retain any contractor for the performance of any cleaning, janitorial or maintenance work in the Space without the prior written consent of the Port Authority.

(e) If any federal, state, municipal or other governmental body, authority or agency or any public utility assesses, levies, imposes, makes or increases any charge, fee or rent on the Port Authority for any service, system or utility now or in the future applied to or available to the Space or to any occupants or users thereof or to the structure or building of which the Facility form a part (including but not limited to any sewer rent or charge for the use of sewer systems), the Permittee shall, at the option of the Port Authority exercised at any time and from time to time by notice to the Permittee, pay, in accordance with said notice, such charge, fee or rent or increase thereof (or the portion thereof allocated by the Port Authority to the Space or the Permittee's operations hereunder) either directly to the governmental body, authority or agency or to the public utility or directly to the Port Authority.

(f) Notwithstanding that the Port Authority may have agreed to supply a service hereunder to the Permittee where such service is to be metered, the Port Authority shall be under no obligation to provide or continue any such service if the Port Authority is prevented by law from submetering such service or has agreed with the supplier of such service not to submeter such service.

(g) The Port Authority shall have the right to temporarily discontinue the supply of any of the above services when necessary or desirable in the opinion of the Port Authority in order to make any repairs, alterations, changes or improvements in the Space or

elsewhere in the building of which the Space forms a part including all systems for the supply of services.

(h) Notwithstanding that the Port Authority may have agreed to supply a service hereunder to the Permittee, the Port Authority shall be under no obligation to supply any such service if and to the extent and during any period that the supplying of any such service or the use of any component necessary therefor shall be prohibited or rationed by any federal, state or municipal law, rule, regulation, requirement, order or direction and if the Port Authority deems it in the public interest to comply therewith, even though such law, rule, regulation, requirement, order or direction may not be mandatory on the Port Authority. If by operation of this subdivision or the previous subdivision any service for which the Permittee has agreed to pay a flat sum is discontinued for any period during the effective period of the permission granted hereunder, the Permittee shall be relieved of its obligation to pay for such service for any such period or if any such service is supplied during fewer hours or in lesser amounts than agreed during any period during the effective period of the permission granted hereunder, the Permittee shall be relieved proportionately of its obligation to pay for any such service for any such period.

(i) No failure, delay or interruption in any of the above services shall be or shall be construed to be an eviction of the Permittee, shall be grounds for any diminution or abatement of the fees payable hereunder, or shall constitute grounds for any claim by the Permittee for damages, consequential or otherwise, unless due to the negligence of the Port Authority, its employees or agents. The Permittee shall not be entitled to receive any of the above services during any period during which the Permittee in default under any of the provisions of this Permit.

6. The provisions of Section 19 of the Terms and Conditions of this Permit shall survive the expiration or the earlier revocation of the permission hereunder granted. Neither the receipt of any sum as damages pursuant to the provisions of said Section, nor any other act taken by the Port Authority pursuant to the provisions thereof in apparent affirmation of the Permittee's use and occupancy of the Space for any period beyond the Expiration Date or the effective date of the earlier revocation of the permission hereunder granted shall or shall be deemed to grant the Permittee a right to remain in occupancy of the Space after the Expiration Date or the effective date of the earlier revocation of the permission hereunder granted, or shall or shall be deemed to be a waiver by the Port Authority of or a limitation of the Port Authority's right to exercise any remedy available to it under this Permit or otherwise at law or in equity, to obtain possession of the Space should the Permittee fail to terminate its occupancy thereof and to deliver actual, physical possession thereof to the Port Authority on or before the Expiration Date or the earlier revocation of the permission hereunder granted, including without limitation the right to terminate this Permit pursuant to the terms hereof, and the right to institute summary proceedings.

7. (a) The Permittee shall not, on the grounds of race, creed, color, sex or national origin, discriminate or permit discrimination against any person or person in its selling of merchandise or rendering of services hereunder or in its employment practices and procedures or in any of its operations or activities under or in connection with this Permit.

(b) Without limiting the generality of any other provision of this Permit, the Permittee shall not keep, maintain, place or install in the Space any fixtures or equipment the use of which is not consistent with and required for the purposes of this Permit and the Permittee shall not use or connect any equipment or engage in any activity or operation in the Space which will cause or tend to cause an overloading of the capacity of any existing or

future utility, mechanical, electrical, communications or other systems or portions thereof on the Space or elsewhere at the Facility nor shall the Permittee do or permit to be done anything which may interfere with the effectiveness or accessibility thereof.

(c) The Permittee shall not overload any floor, roadway, passageway, pavement or other surface or any wall, partition, column or other supporting member or any area in the Space or at the Facility and, without limiting any other provision of this Permit, the Permittee shall repair, replace or rebuild any such area as may be damaged by overloading.

(d) Subject to and in accordance with the Terms and Conditions hereof, the Permittee shall make any and all improvements, alterations or repairs of the Space that may be required at any time hereafter in accordance with by any present or future governmental law, rule, regulation, requirement, order or direction or by any present or future rule, regulation, requirement, order or direction of the National Fire Protection Association and the New York Fire Insurance Rating Organization, and of any other board or organization exercising or which may exercise similar functions, which may pertain or apply to such Permittee improvements the operations.

8. The Port Authority shall not be liable to the Permittee or others for any personal injury, death or property damage from falling material, water, rain, hail, snow, gas, steam, dampness, explosion, smoke, radiation and/or electricity whether the same may leak into or fall, issue or flow from any part of the Space or of the Facility including, without limitation thereto, any utility, mechanical, electrical, communications or other systems therein or from any other place or quarter unless said damage, injury or death shall be due to the negligent acts of the Port Authority, its employees or agents.

9. Such provisions of this Permit as apply to the rights and obligations of the parties hereto upon the expiration of the permission granted by this Permit shall apply to the rights and obligations of the parties hereto upon the revocation of the said permission.

10. (a) During the effective period of the permission granted under this Permit, the Permittee shall not give or agree to give anything of value either to a Port Authority employee, agent, job shopper, consultant, construction manager or other person or firm representing the Port Authority or to a member of the immediate family (i.e., a spouse, child, parent, brother or sister) of any of the foregoing in connection with the performance by such employee, agent, job shopper, consultant, construction manager or other person or firm representing the Port Authority of duties involving transactions with the Permittee on behalf of the Port Authority whether or not such duties are related to this Permit or any other Port Authority lease, contract or matter. Any such conduct shall be deemed a material breach of this Permit.

(b) As used herein, "anything of value" shall include, but not be limited to, any (i) favors, such as meals, entertainment, transportation (other than that contemplated by this Permit or any other Port Authority lease or contract), etc., which might tend to obligate the Port Authority employee to the Permittee, or (ii) gift, gratuity, money, goods, equipment, services, lodging, discounts not available to the general public, offers or promises of employment, loans or the cancellation thereof, preferential treatment or business opportunity. Such term shall not include compensation contemplated by this Permit or any other Port Authority lease or contract.

(c) In addition, during the effective period of the permission granted under this Permit, the Permittee shall not make an offer of employment or use confidential

information in a manner proscribed by the Code of Ethics and Financial Disclosure dated as of April 11, 1996 (a copy of which is available upon request to the Office of the Secretary of the Port Authority).

(d) The Permittee shall include the provisions of this paragraph in each contract or subcontract entered into under and pursuant to the provisions of this Permit.

(e) The Permittee certifies that it has not made any offers or agreements or given or agreed to give anything of value (as defined in this paragraph) or taken any other action with respect to any Port Authority employee or former employee or immediate family member of either which would constitute a breach of ethical standards under the Code of Ethics and Financial Disclosure dated as of April 11, 1996 referred to in this paragraph nor does the Permittee have any knowledge of any act on the part of a Port Authority employee or former Port Authority employee relating either directly or indirectly to the Permittee which constitutes a breach of the ethical standards set forth in said Code.

11. (a) Without limiting any other right of termination or revocation under this Permit, the Port Authority shall have the right to revoke this Permit and the Permittee's use and occupancy of the Space under this Permit without cause, but for the purposes set forth in paragraph (b) of this Special Endorsement, at any time on thirty (30) days' prior notice to the Permittee. In the event of revocation pursuant to this Special Endorsement, the effective period of the permission granted under this Permit shall cease and expire on the effective date of revocation stated in the notice as if such date were the date originally fixed in Item 8 of the first page of this Permit for the expiration of the effective period of the permission granted under this Permit.

(b) The right of revocation contained in paragraph (a) shall be exercised by the Port Authority only when the portion of the Facility in which the Space is located is required by the Port Authority to be vacated to perform development of and improvements to the Facility.

(c) The Permittee acknowledges that it has been advised by the Port Authority that any failure of the Permittee to surrender, vacate and yield up the Space to the Port Authority on the effective date of revocation set forth in the notice described in paragraph (a) hereof will or may cause the Port Authority injury, damage or loss. The Permittee hereby assumes the risk of such injury, damage or loss and hereby agrees that it shall be responsible for the same and shall pay the Port Authority for the same whether such are foreseen or unforeseen, special, direct, consequential or otherwise and the Permittee hereby expressly agrees to indemnify and hold the Port Authority harmless against any such injury, damage or loss. The foregoing shall not constitute or be deemed to constitute the sole and exclusive remedy of the Port Authority for such failure of the Permittee.

(d) Without limiting the provisions of paragraph (c) of this Special Endorsement or of Section 19 of the foregoing Terms and Conditions, in the event the Permittee remains in possession of the Space after the revocation of the effective period of permission granted under this Permit pursuant to paragraph (a) of this Special Endorsement without the consent of the Port Authority, the Permittee, at the option of the Port Authority and without waiving the liability of the Permittee, shall be deemed to be occupying the Space at a monthly fee for the Space equal to two hundred percent (200%) of the monthly fee for the Space payable hereunder by the Permittee for the last full month of the term of this Permit, subject to all of the other terms of this Permit.

12. (a) The Permittee acknowledges that the Pemittee has previously delivered to the Port Authority a security deposit in the amount of Nine Hundred Thirty Thousand Dollars and No Cents ($980,000.00) (the "Prior Security Deposit") to secure the Permittee's obligations under all of its agreements at the Facility and agrees that the Prior Security Deposit shall be used for the Required Security Deposit hereunder to secure the Permittee's obligations under this Permit pursuant to Section 7 of the Terms and Conditions of this Permit.

(b) The Permittee hereby certifies that its Federal Tax Identification Number is

13. (a) *Permittee's Representation and Warranty.* The Permittee hereby represents and warrants to the Port Authority that the Permittee (x) is not a person or entity with whom the Port Authority is restricted from doing business under the regulations of the Office of Foreign Assets Control ("**OFAC**") of the United States Department of the Treasury (including, without limitation, those named on OFAC's Specially Designated and Blocked Persons list) or under any statute, executive order or other regulation relating to national security or foreign policy (including, without limitation, Executive Order 13224 of September 23, 2001, *Blocking Property and Prohibiting Transactions With Persons Who Commit, Threaten To Commit, or Support Terrorism*), or other governmental action related to national security, the violation of which would also constitute a violation of law, such persons being referred to herein as "**Blocked Persons**" and such regulations, statutes, executive orders and governmental actions being referred to herein as "**Blocked Persons Laws**") and (y) is not engaging~~,~~ ; in any dealings or transactions with Blocked Persons in violation of any Blocked Persons Laws. The Permittee acknowledges that the Port Authority is entering into this Permit in reliance on the foregoing representations and warranties and that such representations and warranties are a material element of the consideration inducing the Port Authority to enter into and execute this Permit.

(b) *Permittee's Covenant.* Permittee covenants that (i) during the term of the Permit it shall not become a Blocked Person, and shall not engage in any dealings or transactions with Blocked Persons in violation of any Blocked Persons Laws. In the event of any breach of the aforesaid covenant, the same shall constitute an event of default and, accordingly, a basis for termination of this Permit by the Port Authority, in addition to any and all other remedies provided under this Permit or at law or in equity, which does not constitute an acknowledgement by the Port Authority that such breach is capable of being cured.

(c) *Permittee's Indemnification Obligation.* The Permittee shall indemnify and hold harmless the Port Authority and its Commissioners, officers, employees, agents and representatives from and against any and all claims, damages, losses, risks, liabilities and expenses (including, without limitation, attorney's fees and disbursements) arising out of, relating to, or in connection with the Permittee's breach of any of its representations and warranties made under this Special Endorsement. Upon the request of the Port Authority, the Permittee shall at its own expense defend any suit based upon any such claim or demand (even if such suit, claim or demand is groundless, false or fraudulent) and in handling such it shall not, without obtaining express advance permission from the General Counsel of the

Port Authority, raise any defense involving in any way the jurisdiction of the tribunal over the person of the Port Authority, the immunity of the Port Authority, its Commissioners, officers, agents or employees, the governmental nature of the Port Authority, or the provision of any statutes respecting suits against the Port Authority.

(d) *Survival.* The provisions of this Special Endorsement shall survive the expiration or earlier termination of the period of permission of this Permit.

For the Port Authority

Initialled:

For the Permittee

INSURANCE SCHEDULE

(a) The Permittee named in the permit to which this Insurance Schedule is attached and of which it constitutes an integral part (the "Permit"), in its own name as insured and including the Port Authority as an additional insured, shall maintain and pay the premiums during the effective period of the Permit on a policy or policies of Commercial General Liability Insurance, including premises-operations and products-completed operations and covering bodily-injury liability, including death, and property damage liability, none of the foregoing to contain care, custody or control exclusions, and providing for coverage in the limit set forth below, and Commercial Automobile Liability Insurance covering owned, non-owned and hired vehicles and including automatic coverage for newly acquired vehicles and providing for coverage in the limit set forth below:

	Minimum Limits
Commercial General Liability Insurance Combined single limit per occurrence for death, bodily injury and property damage liability:	$2,000,000.00
Workers' Compensation and Employers Liability Insurance Permittee's obligations under the applicable State Workers' Compensation Law for those employees of the Permittee employed in operations conducted pursuant to the Permit at or from the Facility:	Statutory

In the event the Permittee maintains the foregoing insurance in limits greater than aforesaid, the Port Authority shall be included therein as an additional insured, except for the Workers' Compensation and Employers Liability Insurance policies, to the full extent of all such insurance in accordance with all terms and provisions of the Permit, including without limitation this Insurance Schedule.

(b) Each policy of insurance, except for the Workers' Compensation and Employers Liability Insurance policies, shall also contain an ISO standard "separation of insureds" clause or a cross liability endorsement providing that the protections afforded the Permittee thereunder with respect to any claim or action against the Permittee by a third person shall pertain and apply with like effect with respect to any claim or action against the Permittee by the Port Authority and any claim or action against the Port Authority by the Permittee, as if the Port Authority were the named insured thereunder, but such clause or endorsement shall not limit, vary, change or affect the protections afforded the Port Authority thereunder as an additional insured. Each policy of insurance shall also provide or contain a contractual liability endorsement covering the obligations assumed by the Permittee under Section 8 of the Terms and Conditions of the Permit.

(c) All insurance coverages and policies required under this Insurance Schedule may be reviewed by the Port Authority for adequacy of terms, conditions and limits of coverage at any time and from time to time during the period of permission under the Permit. The Port Authority may, at any such time, require additions, deletions, amendments or modifications to the above-scheduled insurance requirements, or may require such other and additional insurance, in such reasonable amounts, against such other insurable hazards, as the Port Authority may deem required and the Permittee shall promptly comply therewith.

(d) Each policy shall be specifically endorsed to state that the policy may not be cancelled, terminated, changed or modified without giving thirty (30) days' written advance notice thereof to the Port Authority. Each policy shall be specifically endorsed to provide that the insurer "shall not, without obtaining express advance permission from the General Counsel of the Port Authority, raise any defense involving in any way the jurisdiction of the tribunal over the person of the Port Authority, the immunity of the Port Authority, its Commissioners, officers, agents or employees, the governmental nature of the Port Authority or the provisions of any statutes respecting suits against the Port Authority." The foregoing provisions or endorsements shall be recited in each policy or certificate to be delivered pursuant to the following paragraph (e).

(e) A certified copy of each policy or a certificate or certificates of insurance evidencing the existence thereof, or binders, shall be delivered to the Port Authority upon execution and delivery of the Permit by the Permittee to the Port Authority. In the event any binder is delivered it shall be replaced within thirty (30) days by a certified copy of the policy or a certificate of insurance. Any renewal policy shall be evidenced by a renewal certificate of insurance delivered to the Port Authority at least seven (7) days prior to the expiration of each expiring policy, except for any policy expiring after the date of expiration of the Permit. The aforesaid insurance shall be written by a company or companies approved by the Port Authority. If at any time any insurance policy shall be or become unsatisfactory to the Port Authority as to form or substance or if any of the carriers issuing such policy shall be or become unsatisfactory to the Port Authority, the Permittee shall promptly obtain a new and satisfactory policy in replacement. If the Port Authority at any time so requests, a certified copy of each policy shall be delivered to or made available for inspection by the Port Authority.

(f) The foregoing insurance requirements shall not in any way be construed as a limitation on the nature or extent of the contractual obligations assumed by the Permittee under the Permit. The foregoing insurance requirements shall not constitute a representation or warranty as to the adequacy of the required coverage to protect the Permittee with respect to the obligations imposed on the Permittee by the Permit or any other agreement or by law.

For the Port Authority

Initialled:

For the Permittee

:This Space for Port Authority Use Only:
:Port Authority Permit Number: TVM-007:

THE PORT AUTHORITY OF NEW YORK AND NEW JERSEY
225 Park Avenue South
New York, New York 10003

AUTOMATED MACHINE PERMIT

The Port Authority of New York and New Jersey (herein called the "Port Authority") hereby grants to the Permittee hereinafter named the privilege to install, maintain and service the hereinafter described Machines at the Port Authority Facility hereinafter named, in accordance with the Terms and Conditions hereof and the endorsements annexed thereto; and the Permittee agrees to pay the fees hereinafter specified, and to perform all other obligations imposed upon it in the Terms and Conditions and endorsements as hereinafter set forth.

1. **FACILITY:** Port Authority Bus Terminal

2. **PERMITTEE:** Greyhound Lines, Inc., a Delaware corporation

3. **PERMITTEE'S ADDRESS:** ~~P.O. Box 660362 Dallas, TX 75266-0362~~ 350 N. St. Paul – Attn. Legal Dept. Dallas, Texas 75201

4. **PERMITTEE'S REPRESENTATIVE:** ~~Ted Burk, Senior Vice President, Corporate Development~~ Deanna Simsek, Regional Real Estate Manager

5. **MACHINES:** As set forth in Special Endorsement No. 1 hereof.

6. **FEES:** As set forth in Special Endorsement No. 2 hereof.

7. **EFFECTIVE DATE:** January 1, 2014

8. **EXPIRATION DATE:** December 31, 2018, or when sooner terminated or revoked in accordance with the Terms and Conditions and Endorsements hereof.

9. **ENDORSEMENTS ANNEXED AT TIME OF ISSUANCE:** Standard Endorsement 19.6, Special Endorsements and Insurance Schedule.

Dated: As of January 1, 2014

THE PORT AUTHORITY OF NEW YORK AND NEW JERSEY

By _____

Name CEDRICK T. FULTON
(Please Print Clearly)

(Title) DIRECTOR TUNNELS, BRIDGES + TERMINALS DEPT.

GREYHOUND LINES, INC., Permittee

By _____

Name William J. Gieseker
(Please Print Clearly)

(Title) CFO

Port Authority Use Only	
Approval as to Terms:	Approval as to Form:
	MCW

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TERMS AND CONDITIONS

1. The permission granted by this Permit shall take effect upon the effective date hereinbefore set forth, and shall expire upon the expiration date hereinbefore set forth, unless sooner revoked. Notwithstanding any other term or provision hereof, it may be revoked at any time with or without cause and with or without prior notice by the Executive Director of the Port Authority. Revocation shall not relieve the Permittee of any liabilities or obligations hereunder which shall have accrued on or prior to the effective date of revocation.

2. As used in this Permit:

(a) The term "Executive Director" shall mean the person or persons from time to time designated by the Port Authority to exercise the powers and functions vested in the Executive Director by this Permit; but until further notice from the Port Authority to the Permittee, it shall mean the Executive Director of the Port Authority for the time being, or his duly designated representative or representatives.

(b) The term "Manager of the Facility" shall mean the person or persons from time to time designated by the Port Authority to exercise the powers and functions vested in the said Manager by this Permit; but until further notice from the Port Authority to the Permittee it shall mean the Manager (or temporary or Acting Manager) of the Facility for the time being, or his duly designated representative or representatives.

3. The rights granted hereby shall be exercised:

(a) if the Permittee is a corporation, by the Permittee acting only through the medium of its officers and employees;

(b) if the Permittee is an unincorporated association, or a "Massachusetts" or business trust, by the Permittee acting only through the medium of its members, trustees, officers, and employees;

(c) if the Permittee is a partnership, by the Permittee acting only through the medium of its partners and employees; or

(d) if the Permittee is an individual, by the Permittee acting only personally or through the medium of his employees.

The Permittee shall not assign or transfer this Permit or any of the rights or privileges granted hereby, or enter into any contract requiring or permitting the doing of anything hereunder by an independent contractor, without the prior written approval of the Port Authority. In the event of the issuance of this Permit to more than one individual or other legal entity (or to any combination thereof), then and in that event each and every obligation or undertaking herein stated to be fulfilled or performed by the Permittee shall be the joint and several obligation of each such individual or other legal entity.

4. This Permit does not constitute the Permittee the agent or representative of the Port Authority for any purpose whatsoever. Neither a partnership nor any joint venture is hereby created, notwithstanding the fact that all or a portion of the fees to be paid hereunder may be determined by gross receipts from the operations of the Permittee hereunder.

5. The operations of the Permittee, its employees, invitees and those doing business with it, shall be conducted in an orderly and proper manner and so as not to annoy, disturb or be offensive to others at the Facility. The Permittee shall provide and its employees shall wear or carry badges or other suitable means of identification and upon the request of the Port Authority, the employees shall wear appropriate uniforms. The badges, means of identification and uniforms shall be subject to the prior written approval of the Manager of the Facility. The Port Authority shall have the right to object to the Permittee regarding the demeanor, conduct and appearance of the employees and invitees of the Permittee, and of those doing business with it, whereupon the Permittee will take all steps necessary to remove the cause of the objection.

6. The Permittee, its employees, invitees and others doing business with it shall have no right hereunder to park vehicles within the Facility beyond a reasonable loading or discharging time, except in regular parking areas and upon payment of the regular charges therefor.

7. The Permittee shall indemnify and hold harmless the Port Authority, its Commissioners, officers, employees, agents and representatives, of and from all claims and demands of third persons, arising out of the operations of the Permittee hereunder; this indemnity shall extend to and include the contractual obligation of indemnity, if any, undertaken by the Port Authority in favor of the lessor, if any, of the Facility or of any portions thereof. Without limiting the generality of the foregoing, if the Machines dispense items or render services, all injuries or damages arising out of the use or consumption of such items or out of the services shall be deemed to arise out of operations of the Permittee hereunder.

8. The Permittee shall promptly repair or replace all property of the Port Authority damaged by the operations of the Permittee hereunder. The Permittee shall not install any fixtures or make any alterations or improvements in or additions or repairs to any property of the Port Authority except with its prior written approval.

9. All Machines covered by this Permit and other property of the Permittee placed on or kept at the Facility shall be removed on or before the expiration of the permission hereby granted.

If the Permittee shall so fail to remove its Machines and other property upon the expiration or revocation hereof, the Port Authority may, at its option, as agent for the Permittee and at the risk and expense of the Permittee, remove such Machines and other property to a public warehouse, or may retain the same in its own possession, and in either event after the expiration of thirty days may sell the same at a public auction; the proceeds of any such sale shall be applied first to the expenses of removal, sale and storage, second to any sums owed by the Permittee to the Port Authority; any balance remaining shall be paid to the Permittee. Any excess of the total cost of removal, storage and sale over the proceeds of sale shall be paid by the Permittee to the Port Authority upon demand.

10. The Permittee represents that it is the owner of or fully authorized to use and/or sell any and all services, processes, machines, articles, marks, names or slogans used and/or sold by it in its operations under or in any wise connected with this Permit. Without in any wise limiting its obligations under Section 7 hereof the Permittee agrees to indemnify and hold harmless the Port Authority, its Commissioners, officers, employees, agents and representatives of and from any loss, liability, expense, suit or claim for damages in connection

with any actual or alleged infringement of any patent, trademark or copyright, or arising from any alleged or actual unfair competition or other similar claim arising out of the operations of the Permittee under or in any wise connected with this Permit.

11. The Port Authority shall have the right at any time and as often as it may consider it necessary to inspect the Machines and equipment of the Permittee, and any activities or operations of the Permittee hereunder. Upon request of the Port Authority, the Permittee shall operate or demonstrate any Machines or equipment owned by or in the possession of the Permittee on the Facility or to be placed or brought on the Facility, and shall demonstrate any process or other activity being carried on by the Permittee hereunder. Upon notification by the Port Authority of any deficiency in any Machine or piece of equipment, the Permittee shall immediately make good the deficiency or withdraw the Machine from service, and provide a satisfactory substitute.

12. The Permittee's representative hereinbefore specified (or such substitute as the Permittee may hereafter designate in writing) shall have full authority to act for the Permittee in connection with this Permit, and to do any act or thing to be done hereunder, and to execute on behalf of the Permittee any amendments or supplements to this Permit or any extension thereof, and to give and receive notices hereunder.

13. A bill or statement may be rendered, and any notice or communication which the Port Authority may desire to give the Permittee shall be deemed sufficiently rendered or given, if the same is in writing and sent by registered mail addressed to the Permittee at the address specified on the first page hereof or at the address that the Permittee may have most recently substituted therefor by notice to the Port Authority, or left at such address, or delivered to the representative of the Permittee, and the time of rendition of such bill or statement and of the giving of such notice or communication shall be deemed to be the time when the same is mailed, left or delivered as herein provided. Any notice from the Permittee to the Port Authority shall be validly given if sent by registered mail addressed to the Executive Director of the Port Authority at 225 Park Avenue South, New York, New York 10003, or at such other address as the Port Authority shall hereafter designate by notice to the Permittee.

14. The Permittee shall observe and obey (and compel its officers, employees, guests, invitees, and those doing business with it to observe and obey) the rules and regulations of the Port Authority now in effect, and such further reasonable rules and regulations which may from time to time during the effective period of this Permit, be promulgated by the Port Authority for reasons of safety, health, preservation of property or maintenance of a good and orderly appearance of the Facility or for the safe and efficient operation of the Facility. A set of Rules and Regulations may be obtained from the Secretary of the Port Authority, 225 Park Avenue South, New York, New York 10003. The Port Authority agrees that except in cases of emergency it shall give notice to the Permittee of every further rule and regulation adopted by it at least five days before the Permittee shall be required to comply therewith.

15. The Permittee shall procure all licenses, certificates, permits or other authorization from all governmental authorities, if any, having jurisdiction over the Permittee's operations at the Facility which may be necessary for the Permittee's operations thereat.

The Permittee shall pay all taxes, license, certification, permit and examination fees and excises which may be assessed, levied, exacted or imposed on the Machines or other property of the Permittee, or the ownership, possession or use thereof, or on the Permittee's operations

hereunder or on the gross receipts or income from such operation, and shall make all applications, reports and returns required in connection therewith.

The Permittee shall promptly observe, comply with and execute the provisions of any and all present and future governmental laws, rules, regulations, requirements, orders and directions which may pertain or apply to the Permittee's operations at the Facility.

The Permittee's obligations to comply with governmental requirements are provided herein for the purpose of assuring proper safeguards for the protection of persons and property at the Facility and are not to be construed as a submission by the Port Authority to the application to itself of such requirements or any of them.

16. The Permittee shall not do or permit to be done any act which,

(a) will invalidate or be in conflict with any fire insurance policies covering the Facility or any part thereof or upon the contents of any building thereon, or

(b) will increase the rate of any fire insurance on the Facility or any part thereof or upon the contents of any building thereon, or

(c) in the opinion of the Port Authority will constitute a hazardous condition, so as to increase the risks normally attendant upon the operations contemplated by this Permit.

The Permittee shall promptly observe, comply with and execute the provisions of any and all present and future rules and regulations, requirements, orders and directions of the National Fire Protection Association, and, if the operations are in New York, the New York Fire Insurance Rating Organization or if the Permittee's operations hereunder are in New Jersey, the Fire Insurance Rating Organization of New Jersey, and any other body or organization exercising similar functions which may pertain or apply to the Permittee's operations hereunder. If by reason of the Permittee's failure to comply with the provisions of this Section, any fire insurance rate on the Facility or any part thereof or upon the contents of any building thereon shall at any time be higher than it otherwise would be, then the Permittee shall on demand pay the Port Authority that part of all fire insurance premiums paid or payable by the Port Authority which shall have been charged because of such violation by the Permittee.

For the purpose of this Section, "Facility" includes all structures located thereon.

17. All fee payments hereunder shall be made at the office of the Treasurer of the Port Authority, 225 Park Avenue South, New York, New York 10003, or at such other office as may hereafter be substituted therefor by notice to the Permittee. The basic fee, if any, or the part thereof which may be prorated as hereinafter provided, shall be due and payable in advance on the effective date hereof and on the first day of each and every month thereafter. The percentage fee, if any, or if that percentage fee is additional to a basic fee, the portion thereof prorated as hereinafter provided, and any fees or part thereof mentioned on the first page of this Permit to be measured by the number of items and/or units of service dispensed by a Machine, shall be due and payable monthly on the tenth day of the month following the calendar month in which the effective date hereof falls, and on the tenth day of each month thereafter and shall be based on the Permittee's gross receipts, sales made and services rendered in the preceding calendar month, provided, however, that if the permission granted hereby shall expire or be revoked effective on a date other than the last day of a month, the percentage fee or prorated part

thereof, or the fee or part thereof measured by the number of items or units of service, shall be due and payable within ten days after such date. If the permission granted by this Permit commences on a date other than the first day of a month, or if the said permission expires or is revoked effective on a date other than the last day of a month, the fees due for the period of time during which the said permission shall have been in effect shall be the fees specified on the first page of this Permit, prorated however in the case of a basic fee or in the case of a basic fee and percentage fee, in the same proportion that the number of days the permission is in effect bears to thirty days, as follows: the portion of the basic fee due shall be computed by prorating the monthly basic fee on the above basis; the amount of the percentage fee shall be equivalent to the excess over the prorated basic fee of the percentage applied to the gross receipts arising in such portion of the month. There shall be no proration of other fees. The computation of fees for each month, or for a portion of a month as provided above, shall be individual to such month or such portion of a month, and without relation to any other month or any other portion of a month.

The term "gross receipts" shall include all monies paid or payable to the Permittee for sales made and for services rendered at the Facility pursuant to the permission granted hereby, provided, however, that if the fees or any part thereof mentioned on the first page of this Permit are measured in whole or in part by the Permittee's gross receipts and by the number of items and/or units of service dispensed by a Machine the monies paid or payable to the Permittee by customers for said items and/or units of services shall be excluded from "gross receipts" and provided, further, however, that any taxes imposed by law are separately stated to and paid by the customer and directly payable to the taxing authority by the Permittee, shall be excluded therefrom.

18. If the fee or fees mentioned on the first page of this Permit are measured in whole or in part by the Permittee's gross receipts or by the number of items or units of service dispensed by a Machine, the Permittee shall,

(a) use its best efforts in every proper manner to develop and increase the business conducted by it hereunder;

(b) not divert or cause or allow to be diverted, any business from the Facility;

(c) maintain in accordance with accepted accounting practice during the effective period of the Permit and for one (1) year after the expiration or earlier revocation or termination thereof, and for a further period extending until the Permittee shall receive written permission from the Port Authority to do otherwise, records and books of account recording all sales of merchandise and charges for services made through the Machines and all transactions at, through or in any wise connected with the Facility, which records and books of account shall be kept at all times within the Port of New York District;

(d) permit in ordinary business hours during the effective period of the Permit, for one (1) year thereafter, and during such further period as is mentioned in the preceding subdivision, the examination and audit by the officers, employees and representatives of the Port Authority of such records and books of account;

(e) permit the inspection by the officers, employees and representatives of the Port Authority of any equipment or devices used by the Permittee, including but not limited to coin receptacles and counting or metering devices attached to the Machines;

(f) furnish on or before the tenth day of each month following the effective date of this Permit a sworn statement of gross receipts arising out of operations of the Permittee hereunder, and if the fees or any part thereof mentioned on the first page of this Permit are based in whole or in part on the number of items or units of service dispensed by a Machine, a sworn statement showing the number of such items and/or units of service dispensed during the preceding month. When the gross receipts exceed $8,000 monthly the statements shall be certified at the Permittee's expense, by a certified public accountant; and

(g) install and use such equipment or devices for recording sales made and services rendered as may be appropriate to the Permittee's business and necessary or desirable to keep accurate records of gross receipts and sales made and services rendered.

19. Collections shall be made from the Machines in the manner and at the times specified by the Port Authority. The Port Authority shall have the right at any time and from time to time to prohibit the Permittee from making any collection from any Machines except in the presence of a representative of the Superintendent of the Facility or a representative of the Comptroller's Department of the Port Authority.

20. Machines shall dispense only such merchandise and render only such services as are approved in writing by the Port Authority. Specification of merchandise and/or services in Section 5 on the first page hereof shall be an approval hereunder and all approvals hereunder shall be subject to the terms of Section 29 hereof.

The Port Authority shall designate in writing the number of Machines to be installed, maintained and serviced under this Permit and it may in its discretion, from time to time, consent to the inclusion under this Permit of an additional Machine or Machines, such additional Machine or Machines to dispense such items only and render such services only as may be approved in writing by the Port Authority. The location of each Machine covered by this Permit is to be only that designated in writing by the Port Authority. The Port Authority shall have the right, from time to time, to redesignate in writing the location or locations of any or all Machines covered by this Permit, and the Permittee shall thereupon, at its own expense, comply therewith by promptly removing and reinstalling each such Machine. The Port Authority shall also have the right, from time to time, to direct that the number of Machines covered by this Permit be decreased and the Permittee shall promptly remove the Machines as directed.

In the event of the removal of any or all of the Machines covered by this Permit for any reason, including, but not limited to revocation, expiration, redesignation or decrease, the Permittee shall, at its own expense, immediately restore the Facility at and about the location to the same condition as before the installation, including the removal of any wires, conduits, outlets, ducts and pipes installed by or for the Permittee.

21. The purposes of the Port Authority in extending the permission granted hereby is to have available at the Facility the merchandise and services which the Permittee is permitted to sell and render hereunder, and the Permittee agrees that it will conduct a first class operation and will furnish all necessary or proper Machines, fixtures, equipment, personnel, supplies, materials and other facilities and replacements therefor.

The Permittee shall provide new Machines of the latest design and shall maintain all the Machines in first class appearance, condition and working order, and if the Machines dispense

items, the Permittee shall keep the Machines always well stocked with merchandise of first class quality and fit for human use, and if the merchandise is intended for consumption, it shall be fresh and safely consumable. The Permittee covenants that all its merchandise and services shall comply with all applicable federal, state, municipal and other governmental laws, ordinances and regulations.

22. The Permittee shall furnish all merchandise and all services at reasonable prices and at the times and in a manner which will be fully satisfactory to the public and to the Port Authority. All prices charged by the Permittee shall be subject to the prior written approval of the Port Authority, provided, however, that such approval will not be withheld if the proposed prices do not exceed reasonable prices for similar merchandise and services in the municipality in which the machines are located. The Permittee shall cause the merchandise sold and the services rendered by the Machines to be available to the public during such hours of the day and on such days of the week as may properly serve the needs of the public. The Port Authority's determination of reasonable prices and proper business hours and days shall control.

23. The Permittee shall not place or cause or permit to be placed any sign, poster or advertising matter whatsoever of the Permittee or of third parties on the Facility or on the Machines or the items dispensed therefrom without the prior written approval of the Port Authority. The restriction hereunder shall not apply to manufacturers' own advertising appearing on items dispensed by the Machines. The Port Authority may at any time and from time to time withdraw its approval under this Section. Any sign, poster or advertising matter not so approved may be removed by the Port Authority at the expense of the Permittee.

24. Notwithstanding the provisions of Section 23 hereof, the Permittee shall maintain in a conspicuous place on each Machine a small but legible plate setting forth the name and address of the Permittee.

The Permittee shall promptly handle in a manner satisfactory to the Port Authority all customer complaints including but not limited to those based on failure or malfunction of the Machines or defective merchandise dispensed or services rendered therefrom or thereby and the Permittee shall make all suitable refunds, exchanges, credits and allowances in connection therewith.

25. The Permittee shall daily remove from the Facility all garbage, debris, litter, liquids and other waste materials arising out of the operation of the Machines, or customer disposal of the Permittee's merchandise.

For the purpose of temporary storage, the Permittee shall provide and maintain in a clean and sanitary condition, suitable garbage and waste receptacles, the same to be made of metal and equipped with tight fitting covers. The covers may have self-closing openings for disposal purposes. The receptacles shall be kept completely covered except when filling or emptying the same. The Permittee shall exercise extreme care in removing such garbage, debris, litter and other waste materials from the Facility. The manner of such storage and removal shall be subject in all respects to the approval of the Port Authority. No facilities of the Port Authority shall be used for such removal and storage without the approval of the Manager of the Facility.

26. The Port Authority shall furnish electricity of the voltage, phase and type already available at the location and cold water sufficient for the operation of such of the Machines as may require the same, provided, however, that the Port Authority may at any time after installation of appropriate meters, sell electricity and/or cold water to the Permittee and the

Permittee agrees to pay therefor at the same rates charged by the Port Authority to other Permittees at the Facility at the time the electricity and/or cold water is supplied for the same quantity, under the same conditions and in the same service classification. Charges for electricity and/or cold water shall be payable when billed. The quantity of service consumed shall be measured by meters installed for the purpose; provided, however, that if for any cause any meter fails to record the consumption of electricity or cold water, the consumption during the period the meter is out of service will be considered to be the same as the consumption for a like period either immediately before or immediately after the interruption, as selected by the Port Authority.

The Port Authority shall also make available without additional charge, non-exclusive toilet and washroom facilities for the employees of the Permittee.

No failure, delay, or interruption in supplying agreed services (whether separately charged for or not) shall release the Permittee from any of its obligations hereunder or be, (unless resulting from the negligence of the Port Authority and continuing for a period of five days after notice to the Port Authority) grounds for any claim by the Permittee for damages, consequential or otherwise.

The Permittee shall provide and install all wires, conduits, outlets, ducts and pipes necessary to supply the electricity and/or cold water to the Machines which may require the same. Such installation shall be subject to the provisions of Section 8 hereof.

27. The Permittee, in its own name as insured and for the benefit of itself, shall maintain and pay the premiums on the policies of insurance described in any endorsements attached hereto which shall cover its operations hereunder and shall be effective during the effective period of this Permit. The Port Authority shall not be named as an insured in any insurance policy required hereunder unless it shall at any time otherwise direct.

Certified copies of the policies or a certificate or certificates evidencing the existence thereof or binders shall be delivered to the Port Authority prior to the effective date of this Permit. In the event any binder is delivered, it shall be replaced within fifteen days by a certified copy of the policy or a certificate. Each such copy or certificate shall contain a valid provision or endorsement that the policy may not be cancelled, terminated, changed or modified without giving ten days' written advance notice thereof to the Port Authority. A renewal policy shall be delivered to the Port Authority at least fifteen days prior to the expiration date of each expiring policy except for any policy expiring on the date of expiration of this Permit or thereafter. If at any time any of the policies shall be or become unsatisfactory to the Port Authority as to form or substance, or if the companies issuing such policies shall be or become unsatisfactory to the Port Authority, the Permittee shall promptly obtain a new and satisfactory policy in replacement.

28. Except as specifically provided herein to the contrary, the Permittee shall not, by virtue of the issue and acceptance of this Permit, be released or discharged from any liabilities or obligations whatsoever under any other Port Authority permits or agreements including but not limited to any permits to make alterations.

In the event that any space or location covered by this Permit is the same as is or has been covered by another Port Authority Permit or other agreement with the Permittee, then any liabilities or obligations which by the terms of such permit or agreement, or permits thereunder to make alterations, mature at the expiration or revocation or termination of said permit or agreement, shall be deemed to survive and to mature at the expiration or sooner revocation of

this Permit, insofar as such liabilities or obligations require the removal of property from and/or the restoration of the space or location.

29. The Port Authority may at any time and from time to time by notice to the Permittee withdraw or modify any approval, designation or direction given hereunder by the Port Authority.

30. The privilege granted by this Permit is non-exclusive.

31. Wherever in this Permit, including all endorsements and exhibits thereto, the pronoun "it" or the adjective "its" may occur, referring to the Permittee, the said pronoun or adjective shall be deemed and taken to mean "it", "he", "him", "she", "her", "they", "them", or "its", "his", "her", "hers", "their", or "theirs", as the circumstances of the reference and the gender and number of the Permittee may require.

32. Neither the Commissioners of the Port Authority nor any of them, nor any officer, agent or employee thereof, shall be charged personally by the Permittee with any liability, or held liable to the Permittee under any term or provision of this Permit, or because of its execution or attempted execution, or because of any breach thereof.

33. This Permit, including the attached endorsements and exhibits, if any, constitutes the entire agreement of the Port Authority and the Permittee on the subject matter hereof. It may not be changed, modified, discharged or extended, except by written instrument duly executed on behalf of the Port Authority and the Permittee. The Permittee agrees that no representations or warranties shall be binding upon the Port Authority unless expressed in writing herein.

"Port Authority Bus Terminal" or "Terminal" shall mean the building bounded by 40th and 41st Streets, 8th and 9th Avenues, in the City, County and State of New York and the extension of the Port Authority Bus Terminal, contiguous thereto and lying to the north thereof; all of which now constitutes the Port Authority Bus Terminal.

STANDARD ENDORSEMENT NO. 19.6
Port Authority Bus Terminal
02/09/89

SPECIAL ENDORSEMENTS

1. Subject to all the terms, provisions and conditions of this Permit, the Port Authority hereby grants to the Permittee the privilege to install, maintain and service, at a specified number of locations at the Facility as shall be designated by the Facility Manager, automatic ticketing machines (referred to in this Permit as the "Machines"). Without limiting the provisions of Section 20 of this Permit and in addition thereto, the Permittee agrees that all of the Machines to be installed at the Facility shall be of such design, construction, material, appearance and finishing characteristics as shall have been approved by the Port Authority and that prior to the installation of any of the Machines it shall obtain the written approval of the Port Authority as to the design and type of Machines to be installed as well as the method and manner of installation thereof. Further, the Permittee shall comply with the requirements, procedures and standards established by the Port Authority for such Machines and the installation, removal and relocation thereof, and for the restoration of the area affected by any such removal or relocation.

2. During the effective period of the permission granted under this Permit, the Permittee hereby agrees to pay to the Port Authority the following fees:

(a) Basic Fee for the Machines:

(i) During the period commencing on January 1, 2014 and continuing through December 31, 2014, both dates inclusive, the Permittee shall pay to the Port Authority a monthly basic fee equal to One Hundred Fifty-seven Dollars and Fifty Cents ($157.50) per each Machine installed at the Facility, which amount shall be payable in advance on January 1, 2014 and on the first day of each and every month thereafter occurring during such period; and

(ii) During the period commencing on January 1, 2015 and continuing through December 31, 2015, both dates inclusive, the Permittee shall pay to the Port Authority a monthly basic fee equal to One Hundred Sixty-three Dollars and Zero Cents ($163.00) per each Machine installed at the Facility, which amount shall be payable in advance on January 1, 2015 and on the first day of each and every month thereafter occurring during such period; and

(iii) During the period commencing on January 1, 2016 and continuing through December 31, 2016, both dates inclusive, the Permittee shall pay to the Port Authority a monthly basic fee equal to One Hundred Sixty-eight Dollars and Seventy Cents ($168.70) per each Machine installed at the Facility, which amount shall be payable in advance on January 1, 2016 and on the first day of each and every month thereafter occurring during such period; and

(iv) During the period commencing on January 1, 2017 and continuing through December 31, 2017, both dates inclusive, the Permittee shall pay to the Port Authority a monthly basic fee equal to One Hundred Seventy-four Dollars and Sixty Cents ($174.60) per each Machine installed at the Facility, which amount shall be payable in advance on January 1, 2017 and on the first day of each and every month thereafter occurring during such period; and

(v) During the period commencing on January 1, 2018 and continuing through the Expiration Date, both dates inclusive, the Permittee shall pay to the Port Authority a monthly basic fee equal to One Hundred Eighty Dollars and Seventy-one Cents ($180.71) per each Machine installed at the Facility, which amount shall be payable in advance on January 1, 2018 and on the first day of each and every month thereafter occurring during such period.

(b) Electrical Consumption Fee:

(i) During the period commencing on January 1, 2014 and continuing through December 31, 2014, both dates inclusive, the Permittee shall pay to the Port Authority a monthly electrical consumption fee equal to Twenty-one Dollars and Eighty-six Cents ($21.86) per each Machine installed at the Facility, which amount shall be payable in advance on January 1, 2014 and on the first day of each and every month thereafter occurring during such period; and

(ii) During the period commencing on January 1, 2015 and continuing through December 31, 2015, both dates inclusive, the Permittee shall pay to the Port Authority a monthly electrical consumption fee equal to Twenty-two Dollars and Forty-eight Cents ($22.48) per each Machine installed at the Facility, which amount shall be payable in advance on January 1, 2015 and on the first day of each and every month thereafter occurring during such period; and

(iii) During the period commencing on January 1, 2016 and continuing through December 31, 2016, both dates inclusive, the Permittee shall pay to the Port Authority a monthly electrical consumption fee equal to Twenty-three Dollars and Ten Cents ($23.10) per each Machine installed at the Facility, which amount shall be payable in advance on January 1, 2016 and on the first day of each and every month thereafter occurring during such period; and

(iv) During the period commencing on January 1, 2017 and continuing through December 31, 2017, both dates inclusive, the Permittee shall pay to the Port Authority a monthly electrical consumption fee equal to Twenty-three Dollars and Seventy-nine Cents ($23.79) per each Machine installed at the Facility, which amount shall be payable in advance on January 1, 2017 and on the first day of each and every month thereafter occurring during such period; and

(v) During the period commencing on January 1, 2018 and continuing through the Expiration Date, both dates inclusive, the Permittee shall pay to the Port Authority a monthly electrical consumption fee equal to Twenty-four Dollars and Fifty-six Cents ($24.56) per each Machine installed at the Facility, which amount shall be payable in advance on January 1, 2018 and on the first day of each and every month thereafter occurring during such period.

3. The Port Authority may require the Permittee to relocate all or any of the Machines from a designated area to a different location, or locations, within the Facility and the Permittee agrees that it shall comply promptly at its own expense with any such direction or requirement from the Port Authority. In the event of relocation, the Permittee shall leave the vacated area, or areas, in the condition required under this Permit in the case of expiration and all obligations with respect to the area which would have matured on the effective date of expiration of this Permit shall mature as to the vacated area, or areas, on the required date of relocation

hereunder. In the event the Permittee fails to immediately transport its installation to such new location, or locations, the Port Authority shall have the right to do so at the risk of the Permittee, and the Permittee shall pay the Port Authority the expense thereof on demand.

4. The Permittee understands and acknowledges that the Permittee shall be solely responsible for the security of the Machines and property stored or placed therein and that the Port Authority shall have no responsibility to keep the Facility or any portion thereof designated for the Permittee's use guarded, attended or patrolled at any time and the Port Authority has not or shall it be deemed to have assumed any liability, duty or obligation whatsoever with respect to the Machines or any of the Permittee's property located therein or elsewhere at the Facility. Without in any manner limiting the generality of Section 7 of the Terms and Conditions hereof, the Permittee shall assume all risks involved in the use of the Machines and of the Facility and agrees that the Port Authority shall in no way be responsible for the acts or omissions of any other persons having access thereto. The Permittee hereby releases the Port Authority of and from any claims and demands for loss, theft or damage of or to any of its property excluding any such claims based solely upon the willful affirmative acts of the Port Authority.

5. Notwithstanding the provisions of Section 26 of the Terms and Conditions hereof and without otherwise limiting the generality thereof, the Port Authority shall furnish and the Permittee shall pay an electrical consumption fee, as set forth in paragraph (b) of Special Endorsement No. 2 hereof, for electricity of the voltage, phase and type already available at the Facility for the operation of the Machines. The furnishing of electricity by the Port Authority shall not be construed to imply any obligation on behalf of the Port Authority to install any wires, conduits, outlets, cables or any other devices necessary to bring the electricity from the location or locations where, in the sole discretion of the Port Authority, it will be made available by the Port Authority to any of the Machines.

6. Notwithstanding any other term or condition hereof, the Permittee shall repair, restore or replace any Machines, its contents or any part thereof to the same condition as at the time of installation at its own expense. The Permittee shall notify the Manager of the Facility.

7. Such provisions of this Permit as apply to the rights and obligations of the parties hereto upon the expiration of the permission granted by this Permit shall apply to the rights and obligations of the parties hereto upon the revocation or termination of the permission granted by this Permit.

8. Prior to the execution of this Permit by either party, the following changes are deemed to have been made therein:

(a) Section 1 of the Terms and Conditions is hereby deleted in its entirety and the following is substituted in lieu thereof:

> "1. The permission hereby granted shall take effect upon the effective date hereinbefore set forth. Notwithstanding any other term or condition thereof, it may be revoked without cause, upon thirty (30) days' written notice, by the Port Authority or terminated without cause, upon thirty (30) days' written notice, by the Permittee, provided, however, that it may be revoked by the Port Authority on twenty-four (24) hours' notice if the Permittee shall fail to keep, perform and

observe each and every promise, agreement, condition, term and provision contained in this Permit, including but not limited to the obligation to pay fees. Further, in the event the Port Authority exercises its right to revoke this Permit for any reason other than "without cause", the Permittee shall be obligated to pay to the Port Authority an amount equal to all costs and expenses reasonably incurred by the Port Authority in connection with such revocation, including without limitation any re-entry, regaining or resumption of possession, collecting all amounts due to the Port Authority, the restoration of any space which may be used and occupied under this Permit (on failure of the Permittee to have it restored), preparing such space for use by a succeeding permittee, the care and maintenance of such space during any period of non-use of the space, the foregoing to include, without limitation, personnel costs and legal expenses (including but not limited to the cost to the Port Authority of in-house legal services), repairing and altering the space and putting the space in order (such as but not limited to cleaning and decorating the same). Unless sooner revoked or terminated, such permission shall expire in any event upon the expiration date hereinbefore set forth. Revocation or termination shall not relieve the Permittee of any liabilities or obligations hereunder which shall have accrued on or prior to the effective date of revocation or termination."

(b) Section 3 of the Terms and Conditions is hereby deleted in its entirety and the following is substituted in lieu thereof:

"3. The rights granted hereby shall be exercised

(a) if the Permittee is a corporation, by the Permittee acting only through the medium of its officers and employees;

(b) if the Permittee is an unincorporated association, or a "Massachusetts" or business trust, by the Permittee acting only through the medium of its members, trustees, officers and employees;

(c) if the Permittee is a partnership, by the Permittee acting only through the medium of its partners and employees;

(d) if the Permittee is an individual, by the Permittee acting only personally or through the medium of his employees; or

(e) if the Permittee is a limited liability company, by the Permittee acting only through the medium of its members, managers and employees,

and the Permittee shall not, without the written approval of the Port Authority, exercise such rights through the medium of any other person, corporation or legal entity. The Permittee shall not assign or transfer this Permit or any of the rights granted hereby, directly or indirectly, in whole or in part, by operation of law or otherwise, or enter into any contract requiring or permitting the doing of anything hereunder by an independent contractor, without the written approval of the Port Authority. In the event of the issuance of this Permit to more than one individual or other legal entity (or to any combination thereof), then and in that event each and every obligation or undertaking

herein stated to be fulfilled or performed by the Permittee shall be the joint and several obligation of each such individual or other legal entity."

(c) The following paragraphs are hereby added to Section 6 of the Terms and Conditions:

"In the use of the roads, hallways, stairs and other areas constituting a means of ingress to and egress from the space at or on which the Machines are located, the Permittee shall conform (and shall require its employees, invitees and others doing business with it to conform) to the rules and regulations of the Port Authority which are now in effect or which may hereafter be adopted for the safe and efficient operation of the Facility."

(d) Section 7 of the Terms and Conditions is deleted in its entirety and the following is substituted in lieu thereof:

"7. (a) The Permittee shall indemnify and hold harmless the Port Authority, its Commissioners, officers, employees, agents and representatives, from and against (and shall reimburse the Port Authority for the Port Authority's costs and expenses including legal costs and expenses incurred in connection with the defense of) all claims and demands of third persons including but not limited to claims and demands for death or personal injuries, or for property damages, arising out of any default of the Permittee in performing or observing any term or provision of this Permit, or out of the operations of the Permittee hereunder, or out of any of the acts or omissions of the Permittee, its officers, employees, agents or persons who are doing business with the Permittee arising out of or in connection with the activities permitted hereunder, or arising out of the acts or omissions of the Permittee, its officers, employees or agents at the Facility.

(b). If so directed, the Permittee shall at its own expense defend any suit based upon any such claim or demand (even if such claim or demand is groundless, false or fraudulent), and in handling such it shall not, without obtaining express advance permission from the General Counsel of the Port Authority, raise any defense involving in any way the jurisdiction of the tribunal over the person of the Port Authority, the immunity of the Port Authority, its Commissioners, officers, agents or employees, the governmental nature of the Port Authority, or the provisions of any statutes respecting suits against the Port Authority."

(e) The first paragraph of Section 9 is hereby deleted and the following is substituted in lieu thereof:

"9. All Machines covered by this Permit and other property of the Permittee placed on or kept at the Facility shall remain the property of the Permittee and must be removed on or before the expiration of the permission hereby granted or on or before the revocation or termination of the permission hereby granted, whichever shall be earlier.

(f) Section 13 is hereby amended to allow the use of certified mail in lieu of registered mail.

(g) The first sentence of the first paragraph of Section 17 is hereby deleted, and the following is added after the first paragraph of Section 17:

"Payments made hereunder shall be sent to the following address:

THE PORT AUTHORITY OF NEW YORK AND NEW JERSEY
P.O. BOX 95000-1556
PHILADELPHIA, PENNSYLVANIA 19195-0001

or made via the following wire transfer instructions (for basic fees): Bank: TD Bank; Bank ABA Number: 031201360; Account Number:
such other address as may hereafter be substituted therefor by the Port Authority from time to time, by notice to the Permittee."

(h) The following sections are hereby added to the end of the Terms and Conditions:

"34. If the Permittee should fail to pay any amount required under this Permit when due to the Port Authority including, without limitation, any payment of any fixed or percentage fee or any payment of utility or other charges, or if any such amount is found to be due as the result of an audit, then, in such event, the Port Authority may impose (by statement, bill or otherwise) a late charge with respect to each such unpaid amount for each late charge period (hereinbelow described) during the entirety of which such amount remains unpaid, each such late charge not to exceed an amount equal to eight-tenths of one percent (.8%) of such unpaid amount for each late charge period. There shall be twenty-four (24) late charge periods on a calendar year basis; each late charge period shall be for a period of at least fifteen (15) calendar days except one late charge period each calendar year may be for a period of less than fifteen (15) (but not less than thirteen (13)) calendar days. Without limiting the generality of the foregoing, late charge periods in the case of amounts found to have been owing to the Port Authority as the result of Port Authority audit findings shall consist of each late charge period following the date the unpaid amount should have been paid under this Permit. Each late charge shall be payable immediately upon demand made at any time therefor by the Port Authority. No acceptance by the Port Authority of payment of any unpaid amount or of any unpaid late charge amount shall be deemed a waiver of the right of the Port Authority to payment of any late charge or late charges payable under the provisions of this Section with respect to such unpaid amount. Nothing in this Section is intended to, or shall be deemed to, affect, alter, modify or diminish in any way (i) any rights of the Port Authority under this Permit including, without limitation, the Port Authority's rights set forth in Section 1 of the Terms and Conditions of this Permit or (ii) any obligations of the Permittee under this Permit. In the event that any late charge imposed pursuant to this Section shall exceed a legal maximum applicable to such late charge, then, in such event, each such late charge payable under this Permit shall be payable instead at such legal maximum.

35. No failure by the Port Authority to insist upon the strict performance of any agreement, term, covenant or condition of this Permit or to exercise any right or remedy consequent upon a breach or default thereof, and no extension,

supplement or amendment of this Permit during or after a breach thereof, unless expressly stated to be a waiver, and no acceptance by the Port Authority of fees, charges or other payments in whole or in part after or during the continuance of any such breach or default, shall constitute a waiver of any such breach or default of such agreement, term, covenant or condition. No agreement, term, covenant or condition of this Permit to be performed or complied with by the Permittee, and no breach or default thereof, shall be waived, altered or modified except by a written instrument executed by the Port Authority. No waiver by the Port Authority of any default or breach on the part of the Permittee in performance of any agreement, term, covenant or condition of this Permit shall affect or alter this Permit but each and every agreement, term, covenant and condition thereof shall continue in full force and effect with respect to any other existing or subsequent breach or default thereof.

36. If any type of strike or other labor activity is directed against the Permittee at the Facility or against any operations pursuant to this Permit resulting in picketing or boycott for a period of at least forty-eight (48) hours, which, in the opinion of the Port Authority, adversely affects or is likely adversely to affect the operation of the Facility or the operations of other permittees, lessees or licensees thereat, whether or not the same is due to the fault of the Permittee, and whether caused by the employees of the Permittee or by others, the Port Authority may at any time during the continuance thereof, by twenty-four (24) hours' notice, revoke this Permit, effective at the time specified in the notice. Revocation shall not relieve the Permittee of any liabilities or obligations hereunder which shall have accrued on or prior to the effective date of revocation.

37. The Permittee shall immediately comply with all orders, directives and procedures as may be issued by the Manager of the Facility covering the operations of the Permittee under this Permit at any time and from time to time.

38. The Permittee hereby waives its right to trial by jury in any summary proceeding or action that may hereafter be instituted by the Port Authority against the Permittee or in any action that may be brought by the Port Authority to recover fees, damages, or other sums due and owing under this Permit. The Permittee specifically agrees that it shall not interpose any claims as counterclaims in any summary proceeding or action for non-payment of fees or other amounts which may be brought by the Port Authority unless such claims would be deemed waived if not so interposed. The foregoing reference to summary proceedings shall not be construed to mean that a landlord-tenant relationship exists between the Port Authority and the Permittee.

39. Without in any way limiting the provisions hereof, unless otherwise notified by the Port Authority in writing, in the event the Permittee shall continue to operate the Machines after the expiration, revocation or termination of the effective period of the permission granted under this Permit, as such effective period of permission may be extended from time to time, in addition to any damages to which the Port Authority may be entitled under this Permit or other remedies the Port Authority may have by law or otherwise, the Permittee shall pay to the Port Authority a fee for the period commencing on the day immediately following the date of such expiration or the effective date of such revocation or

termination and ending on the date that the Permittee shall cease to operate the Machines at the Facility equal to twice the sum of the fee payable hereunder. Nothing herein contained shall give, or be deemed to give, the Permittee any right to continue to operate the Machines at the Facility after the expiration, revocation or termination of the effective period of the permission granted under this Permit. The Permittee acknowledges that the failure of the Permittee to cease to operate the Machines at the Facility from and after the effective date of such expiration, revocation or termination will or may cause the Port Authority injury, damage or loss. The Permittee hereby assumes the risk of such injury, damage or loss and hereby agrees that it shall be responsible for the same and shall pay the Port Authority for the same whether such are foreseen or unforeseen, special, direct, consequential or otherwise and the Permittee hereby expressly agrees to indemnify and hold the Port Authority harmless against any such injury, damage or loss.

40. This Permit and any claim, dispute or controversy arising out of, under or related to this Permit, the relationship of the parties hereunder, and/or the interpretation and enforcement of the rights and obligations of the parties hereunder, shall be governed by, interpreted and construed in accordance with the laws of the State of New York, without regard to choice of law principles.

41. (a) *Permittee's Representation and Warranty.* The Permittee hereby represents and warrants to the Port Authority that the Permittee (x) is not a person or entity with whom the Port Authority is restricted from doing business under the regulations of the Office of Foreign Assets Control ("OFAC") of the United States Department of the Treasury (including, without limitation, those named on OFAC's Specially Designated and Blocked Persons list) or under any statute, executive order or other regulation relating to national security or foreign policy (including, without limitation, Executive Order 13224 of September 23, 2001, *Blocking Property and Prohibiting Transactions With Persons Who Commit, Threaten To Commit, or Support Terrorism*), or other governmental action related to national security, the violation of which would also constitute a violation of law, such persons being referred to herein as "Blocked Persons" and such regulations, statutes, executive orders and governmental actions being referred to herein as "Blocked Persons Laws") and (y) is not engaging in any dealings or transactions with Blocked Persons in violation of any Blocked Persons Laws. The Permittee acknowledges that the Port Authority is entering into this Permit in reliance on the foregoing representations and warranties and that such representations and warranties are a material element of the consideration inducing the Port Authority to enter into and execute this Permit.

(b) *Permittee's Covenant.* Permittee covenants that (i) during the term of the Permit it shall not become a Blocked Person, and shall not engage in any dealings or transactions with Blocked Persons in violation of any Blocked Persons Laws. In the event of any breach of the aforesaid covenant, the same shall constitute an event of default and, accordingly, a basis for termination of this Permit by the Port Authority, in addition to any and all other remedies provided under this Permit or at law or in equity, which does not constitute an acknowledgement by the Port Authority that such breach is capable of being cured.

(c) *Permittee's Indemnification Obligation.* The Permittee shall indemnify and hold harmless under this Special Endorsement 9 the Port Authority and its Commissioners, officers, employees, agents and representatives from and against any and all claims, damages, losses, risks, liabilities and expenses (including, without limitation, attorney's fees and disbursements) arising out of, relating to, or in connection with the Permittee's breach of any of its representations and warranties made under this Special Endorsement. Upon the request of the Port Authority, the Permittee shall at its own expense defend any suit based upon any such claim or demand (even if such suit, claim or demand is groundless, false or fraudulent) and in handling such it shall not, without obtaining express advance permission from the General Counsel of the Port Authority, raise any defense involving in any way the jurisdiction of the tribunal over the person of the Port Authority, the immunity of the Port Authority, its Commissioners, officers, agents or employees, the governmental nature of the Port Authority, or the provision of any statutes respecting suits against the Port Authority.

(d) *Survival.* The provisions of this Special Endorsement shall survive the expiration or earlier termination of the period of permission of this Permit."

9. (a) (i) The Permittee acknowledges that it has provided the Port Authority with a clean irrevocable letter of credit issued by JPMorgan Chase Bank, N.A., dated December 8, 2010, No. CPCS-893334, in the amount of ~~$930,000.00~~ $930,000.00 in favor of the Port Authority (the "Permittee's Letter of Credit").

(ii) The Permittee's Letter of Credit is a clean irrevocable letter of credit issued by a banking institution satisfactory to the Port Authority and having an office within the Port of New York District, in favor of the Port Authority in the amount the Port Authority requires. The form and terms of such letter of credit, as well as the institution issuing it (which is and shall be an investment grade rated bank), has been approved and is subject to the continuing approval of the Port Authority; **the form of any proposed letter of credit shall be submitted to the Port Authority in advance for review and approval by its Credit, Collection and Accounts Receivable unit.** Such letter of credit shall provide that it shall continue throughout the effective term granted under the Permit and for a period of not less than six (6) months thereafter; such continuance may be by provision for automatic renewal or by substitution of a subsequent satisfactory letter.

(iii) Upon notice of cancellation of a letter of credit, the Permittee agrees that unless, by a date twenty (20) prior to the effective date of cancellation, the letter of credit is replaced by another letter of credit satisfactory to the Port Authority, the Port Authority may draw down the full amount thereof and thereafter the Port Authority will hold the same as security. If the Port Authority shall make any drawing under the Permittee's Letter of Credit, the Permittee on demand of the Port Authority and within two (2) days thereafter shall bring the letter of credit back up to its full amount.

(iv) The Permittee agrees that this Permit is an agreement covered by the Permittee's Letter of Credit, and that a breach or failure to perform or comply with any of the terms and conditions of this section, including without

limitation failure to provide a letter of credit in accordance Port Authority requirements at any time during the term under any of the Agreements valid and available to the Port Authority or any failure of any banking institution issuing a letter of credit to make one or more payments as provided in such letter of credit, shall constitute a material breach of this Permit thereby entitling the Port Authority to immediately exercise any and all rights available to it, including without limitation the right to terminate this Permit for cause.

(v) No action by the Port Authority pursuant to the terms of any letter of credit, or receipt by the Port Authority of funds from any bank issuing any such letter of credit, shall be deemed to be a waiver of any default by the Permittee under the terms of the Permit, and all remedies under the Permit consequent upon such default shall not be affected by the existence of, or a recourse to, any such letter of credit.

(b) The Permittee acknowledges and agrees that the Port Authority reserves the right, in its sole discretion at any time and from time to time upon sixty (60) days' notice to the Permittee, to require the Permittee to provide the Port Authority with a letter of credit solely in connection with this Permit, and to adjust the amount of security required of the Permittee but in no event would the adjusted amount equal more than three months of fees that would be payable to the Port Authority. Not later than the effective date set forth in said notice by the Port Authority, the Permittee shall furnish an amendment to, or a replacement of, the letter of credit providing for such adjusted amount, as the case may be, and such adjusted (or replaced) letter of credit shall thereafter constitute the letter of credit required under this Section.

(c) If the Permittee is obligated by any other agreement ("***Other PA Agreement***") to maintain a security deposit with the Port Authority to insure payment and performance by the Lessee of all fees, rentals, charges and other obligations which may become due and owing to the Port Authority arising from the Permittee's operations at the facility pursuant to any such Other PA Agreement or otherwise, then all such security deposit-related obligations under such Other PA Agreement, and any deposit pursuant thereto, also shall be deemed obligations of the Permittee under the Permit and as security hereunder, as well as under any such Other PA Agreement. All provisions of such Other PA Agreement with respect to security deposit-related obligations, and any obligations thereunder of the Port Authority as to the security deposit, are hereby incorporated herein by this reference as though fully set forth herein and hereby made a part hereof. It is understood that the term Other PA Agreement refers both to agreements entered into prior to, or as of, the effective date of the Permit, as well as agreements hereinafter entered into.

For the Port Authority

Initialed:

For the Permittee

INSURANCE SCHEDULE

(a) The Permittee named in the permit to which this Insurance Schedule is attached and of which it constitutes an integral part (the "Permit"), in its own name as insured and including the Port Authority as an additional insured, shall maintain and pay the premiums during the effective period of the Permit on a policy or policies of Commercial General Liability Insurance and Commercial Automobile Liability Insurance, including premises-operations and products-completed operations and covering bodily-injury liability, including death, and property damage liability, none of the foregoing to contain care, custody or control exclusions, and providing for coverage in the limit set forth below:

Minimum Limits

Commercial General Liability Insurance

Combined single limit per occurrence for death, bodily injury and property damage liability:	$2,000,000.00

Workers' Compensation and Employers Liability Insurance

Permittee's obligations under the applicable State Workers' Compensation Law for those employees of the Permittee employed in operations conducted pursuant to the Permit at or from the Facility:	Statutory

In the event the Permittee maintains the foregoing insurance in limits greater than aforesaid, the Port Authority shall be included therein as an additional insured, except for the Workers' Compensation and Employers Liability Insurance policies, to the full extent of all such insurance in accordance with all terms and provisions of the Permit, including without limitation this Insurance Schedule.

(b) Each policy of insurance, except for the Workers' Compensation and Employers Liability Insurance policies, shall also contain an ISO standard "separation of insureds" clause or a cross liability endorsement providing that the protections afforded the Permittee thereunder with respect to any claim or action against the Permittee by a third person shall pertain and apply with like effect with respect to any claim or action against the Permittee by the Port Authority and any claim or action against the Port Authority by the Permittee, as if the Port Authority were the named insured thereunder, but such clause or endorsement shall not limit, vary, change or affect the protections afforded the Port Authority thereunder as an additional insured. Each policy of insurance shall also provide or contain a contractual liability endorsement covering the obligations assumed by the Permittee under this Permit.

(c) All insurance coverages and policies required under this Insurance Schedule may be reviewed by the Port Authority for adequacy of terms, conditions and limits of coverage at any time and from time to time during the period of permission under the Permit. The Port Authority may, at any such time, require additions, deletions, amendments or modifications to the above-scheduled insurance requirements, or may require such other and additional insurance, in such reasonable amounts, against such other insurable hazards, as the Port Authority may deem required and the Permittee shall promptly comply therewith.

(d) Each policy must be specifically endorsed to provide that the policy may not be cancelled, terminated, changed or modified without giving thirty (30) days' written

advance notice thereof to the Port Authority. Each policy shall contain a provision or endorsement that the insurer "shall not, without obtaining express advance permission from the General Counsel of the Port Authority, raise any defense involving in any way the jurisdiction of the tribunal over the person of the Port Authority, the immunity of the Port Authority, its Commissioners, officers, agents or employees, the governmental nature of the Port Authority or the provisions of any statutes respecting suits against the Port Authority." The foregoing provisions or endorsements shall be recited in each policy or certificate to be delivered pursuant to the following paragraph (e).

(e) A certified copy of each policy or a certificate of insurance evidencing the existence thereof, or binders, shall be delivered to the Port Authority upon execution and delivery of the Permit by the Permittee to the Port Authority. In the event any binder is delivered it shall be replaced within thirty (30) days by a certified copy of the policy or a certificate of insurance. Any renewal policy shall be evidenced by a renewal certificate of insurance delivered to the Port Authority at least thirty (30) days prior to the expiration of each expiring policy, except for any policy expiring after the date of expiration of the Permit. The aforesaid insurance shall be written by a company or companies approved by the Port Authority. If at any time any insurance policy shall be or become unsatisfactory to the Port Authority as to form or substance or if any of the carriers issuing such policy shall be or become unsatisfactory to the Port Authority, the Permittee shall promptly obtain a new and satisfactory policy in replacement. If the Port Authority at any time so requests, a certified copy of each policy shall be delivered to or made available for inspection by the Port Authority.

(f) The foregoing insurance requirements shall not in any way be construed as a limitation on the nature or extent of the contractual obligations assumed by the Permittee under the Permit. The foregoing insurance requirements shall not constitute a representation or warranty as to the adequacy of the required coverage to protect the Permittee with respect to the obligations imposed on the Permittee by the Permit or any other agreement or by law.

For the Port Authority

Initialed:

For the Permittee

THE PORT AUTHORITY OF NY & NJ

Victoria Cross Kelly, Director
Tunnels, Bridges & Terminals Department

May 26, 2008

Mr. David Leach
President and CEO
Greyhound Lines, Inc.
PO Box 600689
Dallas, TX 75266-0362

Ladies and Gentlemen:

RE: Agreements No. BTG-1, BTG-3, BTG-4, BTT-063 and PBT-106 between The Port Authority of New York and New Jersey and Greyhound Lines, Inc. (the "Carrier") relating to various spaces (collectively, the "Space") at The Port Authority Bus Terminal (the "Terminal")

This is to provide notice that the above-referenced agreements have expired and that the Carrier has held over in the Space in a month-to-month status, terminable upon thirty (30) days' notice. The foregoing shall not apply to any rights formerly granted to the Carrier to use the gates and/or platform positions within the Terminal; the continuation of any such rights is addressed in the "Bus Carrier License Agreement" previously delivered to the Carrier for signature.

Very truly yours,

THE PORT AUTHORITY OF NEW YORK AND NEW JERSEY

By: _____
Victoria Cross Kelly
Director,
Tunnels, Bridges and Terminals Department

One Madison Avenue - 5th Floor
New York, NY 10010
T 212 435 4800 F 212 435 4832

Port Authority Permit No. P-BT-106
Port Authority Bus Terminal

ASSIGNMENT WITH ASSUMPTION AND CONSENT

THIS AGREEMENT, made as of December 31, 1989, by and among THE PORT AUTHORITY OF NEW YORK AND NEW JERSEY (hereinafter called "the Port Authority"), GREYHOUND FOOD MANAGEMENT, INC. (successor in interest to Post Houses, Inc. hereinafter called "the Assignor"), and GLI FOOD SERVICES, INC. (hereinafter called "the Assignee"), a corporation organized and existing under the laws of the State of Delaware, the said corporation having an office for the transaction of business at 901 Main Street, Suite 2575, Dallas, Texas 75202, the representative of which is H. Richard Lesko, President,

WITNESSETH, That:

WHEREAS, the Assignor desires to assign to the Assignee that certain permit agreement dated as of January 11, 1980 made by and between the Port Authority and the Assignor, (which permit as the same has been heretofore supplemented and amended is hereinafter called "the Permit"), identified above by Port Authority Permit Number, Facility and by date, wherein the Port Authority granted the privilege of installing and operating vending machines for the retail sale severally, of food and non-alcoholic beverages in such locations as shall be determined by the Port Authority from time to time at The Port Authority Bus Terminal; and

WHEREAS, the Port Authority is willing to consent to such assignment on certain terms, provisions, covenants and conditions; and

WHEREAS, the Port Authority and the Assignee desire to amend the permit in certain respects;

NOW, THEREFORE, in consideration of the covenants and mutual agreements herein contained, the Port Authority, the Assignor, and the Assignee hereby agree as follows:

1. The Assignor does hereby assign, transfer and set over to the Assignee and its successors to its and their own proper use, benefit and behoof forever, the Permit, to have and to hold the same unto the Assignee and its successors from the 1st day of ~~January,~~ February 1990, for and during the balance of the

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period of the permission granted under the Permit as herein amended, subject nevertheless to all the terms, provisions, covenants and conditions therein contained.

2. The Port Authority hereby consents to the foregoing assignment. Notwithstanding anything herein to the contrary, the granting of such by the Port Authority shall not be, or be deemed to operate as, a waiver of the requirement for consent (or consents) to each and every subsequent assignment by the Assignee or by any subsequent Assignee.

3. The Assignee does hereby assume the performance of and does hereby agree to perform all the terms, provisions, covenants and conditions, including without limitation thereto the obligation to pay rent, contained in the Permit to be performed on the part of the Assignee thereunder, as though the Assignee were the original signatory to the Permit. The execution of this instrument by the Port Authority does not constitute a representation by them that the Assignor has performed or fulfilled every obligation required by the Permit, as to such matters the Assignee agrees to rely solely upon the representation of the Assignor.

4. (a) Effective from and after the execution of this Agreement by the Assignee, the Assignee in its own name as insured shall secure and pay the premium or premiums for the following policy of liability insurance in the minimum limit as set forth below. Each such policy shall be maintained in at least the limit fixed with respect thereto, shall cover the operations of the Assignee under this Permit and shall be effective throughout the effective period:

> Comprehensive general liability insurance, covering bodily injury, including wrongful death, products liability and property damage liability in the minimum amount of $500,000 combined single limit per occurrence.

(b) The policy of comprehensive general liability insurance required in this paragraph shall include coverage for Premises-Operations and Contractual Liability in the amount set forth in this paragraph. Such policy of insurance shall name the Port Authority as an additional insured and shall also provide or contain an endorsement providing that the protections afforded the Assignee thereunder with respect to any claim or action against the Assignee by a third person shall pertain and apply with like effect with respect to any claim or action against the Assignee by the Port Authority and against the Port Authority by

the Assignee but such endorsement shall not limit, vary, change or affect the protections afforded the Port Authority thereunder as an additional insured. A certified copy of each policy or policies or a certificate or certificates evidencing a compliance with the terms and minimum insurance limits set forth above, shall be delivered to the Port Authority simultaneously with the delivery of an executed copy of this Agreement by the Assignee. In the event any binder is delivered it shall be replaced within thirty (30) days by a certified copy of the policy or certificate.

(c) Each policy of insurance required by this Endorsement shall contain a provision that the insurer shall not, without obtaining express advance permission from the General Counsel of the Port Authority, raise any defense involving in any way the jurisdiction of the tribunal over the person of the Port Authority, the immunity of the Port Authority, its Commissioners, officers, agents or employees, the governmental nature of the Port Authority or the provision of any statutes respecting suits against the Port Authority.

5. Attached hereto and hereby made a part of the Permit is Standard Endorsement No. 23.1. As a condition precedent to the granting of the Port Authority's consent to the assignment, the Assignee shall deposit with the Port Authority and keep deposited throughout the effective period of the permission granted under the Permit the sum set forth in Standard Endorsement No. 23.1 subject to the provisions thereof, which shall be deemed incorporated in the Permit effective with the execution of this document by the Assignee.

6. The Assignee hereby certifies that its Federal Identification No. is for the purposes of Standard Endorsement No. 23.1.

7. Neither the Commissioners of the Port Authority nor any of them, nor any officer, agent or employee thereof shall be charged personally by the Assignor or by the Assignee with any liability, or held liable to the Assignor or to the Assignee under any terms or provisions of this Agreement, or because of its execution or attempted execution, or because of any breach, or attempted or alleged breach thereof.

8. This Agreement, together with the Permit (to which it is supplementary) constitute the entire agreement among the Port Authority, the Assignor and the Assignee on the subject matter, and may not be changed, modified, discharged or extended except by instrument in writing duly executed on behalf of the

Port Authority and the Assignee. The Assignor and the Assignee each agree that no representations or warranties shall be binding upon the Port Authority unless expressed in writing in the Permit or in this Agreement.

IN WITNESS WHEREOF, the Port Authority, the Assignor and the Assignee have caused these presents to be executed as of the date and year first above written.

ATTEST:

SECRETARY

THE PORT AUTHORITY OF NEW YORK AND NEW JERSEY

By

(Title) DIRECTOR, PORTAL, BRIDGE AND TERMINALS DEPARTMENT

ASSIGNOR:

ATTEST:

Carol Katch

ASST. Secretary

GREYHOUND FOOD MANAGEMENT, INC. (successor in interest to Post Houses, Inc.)

By

(Title) President

1/31/90

ASSIGNEE:

ATTEST:

Assistant Secretary

GLI FOOD SERVICES, INC.

By

(Title) H. RICHARD LEDKO President

APPROVED FOR TRANSMITTAL

FORM	TERMS

(a) Upon the execution of this Permit by the Permittee and delivery thereof to the Port Authority, the Permittee shall deposit with the Port Authority (and shall keep deposited throughout the effective period of the permission under this Permit) the sum of Five Thousand Dollars and No Cents ($5,000.00)

either in cash, or bonds of the United States of America, or of the State of New Jersey, or of the State of New York, or of The Port Authority of New York and New Jersey, having a market value of that amount, as security for the full, faithful and prompt performance of and compliance with, on the part of the Permittee, all of the terms, provisions, covenants and conditions of this Permit on its part to be fulfilled, kept, performed or observed. Bonds qualifying for deposit hereunder shall be in bearer form but if bonds of that issue were offered only in registered form, then the Permittee may deposit such bonds or bonds in registered form, provided, however, that the Port Authority shall be under no obligation to accept such deposit of a bond in registered form unless such bond has been re-registered in the name of the Port Authority (the expense of such re-registration to be borne by the Permittee) in a manner satisfactory to the Port Authority. The Permittee may request the Port Authority to accept a registered bond in the Permittee's name and if acceptable to the Port Authority the Permittee shall deposit such bond together with an irrevocable bond power (and such other instruments or other documents as the Port Authority may require) in form and substance satisfactory to the Port Authority. In the event the deposit is returned to the Permittee any expenses incurred by the Port Authority in re-registering a bond to the name of the Permittee shall be borne by the Permittee. In addition to any and all other remedies available to it, the Port Authority shall have the right, at its option, at any time and from time to time, with or without notice, to use the deposit or any part thereof in whole or partial satisfaction of any of its claims or demands against the Permittee. There shall be no obligation on the Port Authority to exercise such right and neither the existence of such right nor the holding of the deposit itself shall cure any default or breach of this Agreement on the part of the Permittee. With respect to any bonds deposited by the Permittee, the Port Authority shall have the right, in order to satisfy any of its claims or demands against the Permittee, to sell the same in whole or in part, at any time, and from time to time, with or without prior notice at public or private sale, all as determined by the Port Authority, together with the right to purchase the same at such sale free of

all claims, equities or rights of redemption of the Permittee. The Permittee hereby waives all right to participate therein and all right to prior notice or demand of the amount or amounts of the claims or demands of the Port Authority against the Permittee. The proceeds of every such sale shall be applied by the Port Authority first to the costs and expenses of the sale (including but not limited to advertising or commission expenses) and then to the amounts due the Port Authority from the Permittee. Any balance remaining shall be retained in cash toward bringing the deposit to the sum specified above. In the event that the Port Authority shall at any time or times so use the deposit, or any part thereof, or if bonds shall have been deposited and the market value thereof shall have declined below the above-mentioned amount, the Permittee shall, on demand of the Port Authority and within two (2) days thereafter, deposit with the Port Authority additional cash or bonds so as to maintain the deposit at all times to the full amount above stated, and such additional deposits shall be subject to all the conditions of this Standard Endorsement. After the expiration or earlier revocation or termination of the effective period of the permission under this Permit, and upon condition that the Permittee shall then be in no wise in default under any part of this Permit, and upon written request therefor by the Permittee, the Port Authority will return the deposit to the Permittee less the amount of any and all unpaid claims and demands (including estimated damages) of the Port Authority by reason of any default or breach by the Permittee of this Permit or any part thereof. The Permittee agrees that it will not assign or encumber the deposit. The Permittee may collect or receive any interest or income earned on bonds and interest paid on cash deposited in interest-bearing bank accounts, less any part thereof or amount which the Port Authority is or may hereafter be entitled or authorized by law to retain or to charge in connection therewith, whether as or in lieu of an administrative expense, or custodial charge, or otherwise; provided, however, that the Port Authority shall not be obligated by this provision to place or to keep cash deposited hereunder in interest-bearing bank accounts.

FORM E — Acknowledgment (N. Y. Corp.) 6/24/72

STATE OF NEW YORK)
) ss.
COUNTY OF NEW YORK)

On the 23rd day of March, 19 ~~89~~ 90, before me came Anthony J. Barber to me known, who, being by me duly sworn, did depose and say that he resides at

that he is the Director of The Port Authority of New York and New Jersey, one of the corporations described in, and which executed the foregoing instrument; that he knows the seal of the said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed by order of the Commissioners of the said corporation; and that he signed his name thereto by like order.

Marie M. Edwards
(Notarial Seal and Stamp)
Marie M. Edwards, Notary Public, State of New York
No. 24-4959693
Qualified in Kings County
Commission expires 12/11/91

STATE OF Arizona)
COUNTY OF Maricopa) ss.

On the 31st day of January, 19 ~~89~~ 90, before me personally came Joseph K. Yasaden to me known, who being by me duly sworn, did depose and say, that he resides at

that he is the President of Greyhound Food Management, Inc. one of the corporations described in and which executed the foregoing instrument; that he knows the seal of the said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of the said corporation; and that he signed his name thereto by like order.

Deborah S. Wiernick
(Notarial Seal and Stamp)
My commission expires 8/4/91

STATE OF TEXAS)
) ss.
COUNTY OF DALLAS)

On the 30th day of JANUARY, 19 ~~89~~ 90, before me personally came H. RICHARD LESKO to me known, who, being by me duly sworn, did depose and say, that he resides at

that he is the PRESIDENT of GLI Food Services, Inc. one of the corporations described in and which executed the foregoing instrument; that he knows the seal of the said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of the said corporation; and that he signed his name thereto by like order.

Eleanor M. Moore
(Notarial Seal and Stamp)

NOTARY PUBLIC STATE OF TEXAS
ELEANOR M. MOORE
COMMISSION EXPIRES
DECEMBER 31, 1992

SUPP.
FORM A
7/6/73

Port Authority Permit No. PBT-106 , dated January 11 , 1982
Supplement No. 1
Port Authority Facility - Port Authority Bus Terminal

THE PORT AUTHORITY OF NEW YORK
AND NEW JERSEY
One World Trade Center
New York, New York 10048

SUPPLEMENT TO PERMIT

THIS AGREEMENT, made by and between THE PORT AUTHORITY OF NEW YORK AND NEW JERSEY (hereinafter called "the Port Authority") and the undersigned (hereinafter called "the Permittee"),

WITNESSETH, that the Port Authority and the Permittee hereby agree to amend, effective as of October 1, 1982, that certain Permit (identified above by Port Authority Permit Number and by date and covering space and/or privileges at the above-mentioned Port Authority Facility) issued by the Port Authority to the Permittee, and hereinafter, as the same may have been previously supplemented and amended, called "the Permit", as follows:

1. In addition to the areas shown in diagonal hatching on Exhibit A, the Permittee, subject to all the terms, covenants and conditions of the Permit, including without limitation the provisions of Section 20 of the Terms and Conditions, shall be permitted in the areas shown in diagonal hatching on the sketch annexed hereto, hereby made a part hereof and marked "Exhibit B" to install machines dispensing the items specified in paragraph (a) of Special Endorsement No. 4 of the Permit.

2. Attached hereto and hereby made a part hereof, is Standard Endorsement No. 8.0. The provisions of said Standard Endorsement shall be deemed a part of the Permit effective November 1, 1982.

3. As hereby amended, all the provisions of the Permit shall be and remain in full force and effect.

4. Neither the Commissioners of the Port Authority nor any of them, nor any officer, agent or employee thereof, shall be charged personally by the Permittee with any liability, or held liable to the Permittee, under any term or provision of this Supplement, or because of its execution or attempted execution, or because of any breach thereof.

IN WITNESS WHEREOF, the Port Authority and the Permittee have caused these presents to be executed.

Dated: as of October 1 , 19 82.

THE PORT AUTHORITY OF NEW YORK AND NEW JERSEY

By _____

(Title) DIRECTOR, [illegible] AND TERMINALS [illegible]

APPROVED FOR TRANSMITTAL FOR [illegible]

POST HOUSES, INC.

(Permittee)

By _____

(Title) President

If the Permittee should fail to pay any amount required under this Permit when due to the Port Authority, including without limitation any payment of any fixed or percentage fee or any payment of utility or other charges, or if any such amount is found to be due as the result of an audit, then, in such event, the Port Authority may impose (by statement, bill or otherwise) a late charge with respect to each such unpaid amount for each late charge period (hereinbelow described) during the entirety of which such amount remains unpaid, each such late charge not to exceed an amount equal to eight-tenths of one percent of such unpaid amount for each late charge period. There shall be twenty-four late charge periods on a calendar year basis; each late charge period shall be for a period of at least fifteen (15) calendar days except one late charge period each calendar year may be for a period of less than fifteen (but not less than thirteen) calendar days. Without limiting the generality of the foregoing, late charge periods in the case of amounts found to have been owing to the Port Authority as the result of Port Authority audit findings shall consist of each late charge period following the date the unpaid amount should have been paid under this Permit. Each late charge shall be payable immediately upon demand made at any time therefor by the Port Authority. No acceptance by the Port Authority of payment of any unpaid amount or of any unpaid late charge amount shall be deemed a waiver of the right of the Port Authority to payment of any late charge or late charges payable under the provisions of this Endorsement with respect to such unpaid amount. Nothing in this Endorsement is intended to, or shall be deemed to, affect, alter, modify or diminish in any way (i) any rights of the Port Authority under this Permit, including without limitation the Port Authority's rights set forth in Section 1 of the Terms and Conditions of this Permit or (ii) any obligations of the Permittee under this Permit. In the event that any late charge imposed pursuant to this Endorsement shall exceed a legal maximum applicable to such late charge, then, in such event, each such late charge payable under this Permit shall be payable instead at such legal maximum.

STANDARD ENDORSEMENT NO. 8.0
LATE CHARGES
All Facilities
7/30/82

SUPP.
FORM A
7/6/73

Port Authority Permit No. P-BT-106 , dated January 11, 1980
Supplement No. 2
Port Authority Facility - Port Authority Bus Terminal

THE PORT AUTHORITY OF NEW YORK
AND NEW JERSEY
One World Trade Center
New York, New York 10048

SUPPLEMENT TO PERMIT

THIS AGREEMENT, made by and between THE PORT AUTHORITY OF NEW YORK AND NEW JERSEY (hereinafter called "the Port Authority") and the undersigned (hereinafter called "the Permittee"),

WITNESSETH, that the Port Authority and the Permittee hereby agree to amend, effective as of May 1, 1984, that certain Permit (identified above by Port Authority Permit Number and by date and covering space and/or privileges at the above-mentioned Port Authority Facility) issued by the Port Authority to the Permittee, and hereinafter, as the same may have been previously supplemented and amended, called "the Permit", as follows:

1. In addition to the privileges heretofore granted to the Permittee under the Permit the permission as to which shall continue in full force and effect subject to and in accordance with the terms of the Permit, the Permittee, subject to all the terms, covenants and conditions of the Permit, including without limitation the provisions of Section 20 of the Terms and Conditions, shall be permitted in the areas shown in diagonal hatching on the sketch annexed hereto, hereby made a part hereof and marked "Exhibit C" to install machines dispensing the items specified in paragraph (a) of Special Endorsement No. 4 of the Permit.

2. All gross receipts arising from the Permittee's operations in the areas shown in diagonal hatching on Exhibit C shall be included in the gross receipts of the Permittee under the Permit and shall be subject to the percentage fee payment therein provided; the Permittee shall maintain separate and distinct records as set forth under Section 18 and elsewhere in the Permit of all sales made from the areas shown in diagonal hatching on Exhibit C and the same shall be submitted to the Port Authority at the times specified in Section 18.

As hereby amended, all the provisions of the Permit shall be and remain in full force and effect.

Neither the Commissioners of the Port Authority nor any of them, nor any officer, agent or employee thereof, shall be charged personally by the Permittee with any liability, or held liable to the Permittee, under any term or provision of this Supplement, or because of its execution or attempted execution, or because of any breach thereof.

IN WITNESS WHEREOF, the Port Authority and the Permittee have caused these presents to be executed.

Dated: April 16, 19 84.

THE PORT AUTHORITY OF NEW YORK AND NEW JERSEY

By _____

(Title) DIRECTOR, TUNNELS, BRI[illegible] AND TERMINALS DEPARTM[illegible]

POST HOUSES, INC.
(Permittee)

By _____

(Title) Vice President

APPROVED FOR TRANSMITTAL

FORM	TERMS

: For Port Authority Use Only :
: P-BT-106 :

THE PORT AUTHORITY OF NEW YORK AND NEW JERSEY
One World Trade Center
New York, New York 10048

PERMIT

COIN OPERATED MACHINES

The Port Authority of New York and New Jersey (hereinafter called "the Port Authority") hereby grants to the Permittee hereinafter named the privilege to install, maintain and service the hereinafter described Machines at the Port Authority Facility hereinafter named, in accordance with the Terms and Conditions hereof and the endorsements annexed thereto; and the Permittee agrees to pay the fees hereinafter specified, and to perform all other obligations imposed upon it in the Terms and Conditions and endorsements as hereinafter set forth:

1. FACILITY: PORT AUTHORITY BUS TERMINAL
2. PERMITTEE: POST HOUSES, INC.
3. PERMITTEE'S ADDRESS: Greyhound Tower- 3129 Phoenix, Arizona 85077
4. PERMITTEE'S REPRESENTATIVE: Mr. A.E. Smith
5. MACHINES: Per Special Endorsement No. 4.
6. FEES: Per Special Endorsement No. 3.
7. EFFECTIVE DATE: Per Special Endorsement No. 5.
8. EXPIRATION DATE: An indefinite period unless sooner revoked or terminated in accordance with Section 1 of the Terms and Conditions, as amended.
9. ENDORSEMENTS: 19.6, SPECIAL

Dated: January 11, 1980

THE PORT AUTHORITY OF NEW YORK AND NEW JERSEY

By _____
(Title) DIRECTOR, TUNNELS, BRIDGES AND TERMINALS DEPARTMENT

POST HOUSES, INC.
Permittee

By _____
(Title) John W. Teets, President

APPROVED FOR TRANSMITTAL
FORM | TERMS

FORM D - MACHINES, ALL FACILITIES
REV. MARCH 28, 1949

TERMS AND CONDITIONS

1. The permission granted by this Permit shall take effect upon the effective date hereinbefore set forth, and shall expire upon the expiration date hereinbefore set forth, unless sooner revoked. Notwithstanding any other term or provision hereof, it may be revoked at any time with or without cause and with or without prior notice by the Executive Director of the Port Authority. Revocation shall not relieve the Permittee of any liabilities or obligations hereunder which shall have accrued on or prior to the effective date of revocation.

2. As used in this Permit:

(a) The term "Executive Director" shall mean the person or persons from time to time designated by the Port Authority to exercise the powers and functions vested in the Executive Director by this Permit; but until further notice from the Port Authority to the Permittee, it shall mean the Executive Director of the Port Authority for the time being, or his duly designated representative or representatives.

(b) The term "Manager of the Facility" shall mean the person or persons from time to time designated by the Port Authority to exercise the powers and functions vested in the said Manager by this Permit; but until further notice from the Port Authority to the Permittee it shall mean the Manager (or temporary or Acting Manager) of the Facility for the time being, or his duly designated representative or representatives.

3. The rights granted hereby shall be exercised:

(a) if the Permittee is a corporation, by the Permittee acting only through the medium of its officers and employees;

(b) if the Permittee is an unincorporated association, or a "Massachusetts" or business trust, by the Permittee acting only through the medium of its members, trustees, officers, and employees;

(c) if the Permittee is a partnership, by the Permittee acting only through the medium of its partners and employees; or

(d) if the Permittee is an individual, by the Permittee acting only personally or through the medium of his employees.

The Permittee shall not assign or transfer this Permit or any of the rights or privileges granted hereby, or enter into any contract requiring or permitting the doing of anything hereunder by an independent contractor, without the prior written approval of the Port Authority. In the event of the issuance of this Permit to more than one individual or other legal entity (or to any combination thereof), then and in that event each and every obligation or undertaking herein stated to be fulfilled or performed by the Permittee shall be the joint and several obligation of each such individual or other legal entity.

4. This Permit does not constitute the Permittee the agent or representative of the Port Authority for any purpose whatsoever. Neither a partnership nor any joint adventure is hereby created, notwithstanding the fact that all or a portion of the fees to be paid hereunder may be determined by gross receipts from the operations of the Permittee hereunder.

5. The operations of the Permittee, its employees, invitees and those doing business with it, shall be conducted in an orderly and proper manner and so as not to annoy, disturb or be offensive to others at the Facility. The Permittee shall provide and its employees shall wear or carry badges or other suitable means of identification and upon the request of the Port Authority, the employees shall wear appropriate uniforms. The badges, means of identification and uniforms shall be subject to the prior written approval of the Manager of the Facility. The Port Authority shall have the right to object to the Permittee regarding the demeanor, conduct and appearance of the employees and invitees of the Permittee, and of those doing business with it, whereupon the Permittee will take all steps necessary to remove the cause of the objection.

~~6. The Permittee, its employees, invitees and~~ others doing business with it shall ~~have no right~~ hereunder to park vehicles within ~~the Facility~~ beyond a reasonable loading or ~~discharging~~ time, except in regular parking ~~areas and upon payment of the regular charges therefor~~.

7. The Permittee shall indemnify and hold harmless the Port Authority, its Commissioners, officers, employees, agents and representatives, of and from all claims and demands of third persons, arising out of the operations of the Permittee hereunder; this indemnity shall extend to and include the contractual obligation of indemnity, if any, undertaken by the Port Authority in favor of the lessor, if any, of the Facility or of any portions thereof. Without limiting the generality of the foregoing, if the Machines dispense items or render services, all injuries or damages arising out of the use or consumption of such items or out of the services shall be deemed to arise out of operations of the Permittee hereunder.

8. The Permittee shall promptly repair or replace all property of the Port Authority damaged by the operations of the Permittee hereunder. The Permittee shall not install any fixtures or make any alterations or improvements in or additions or repairs to any property of the Port Authority except with its prior written approval.

9. All Machines covered by this Permit and other property of the Permittee placed on or kept at the Facility shall be removed on or before the expiration of the permission hereby granted. In the event of revocation, the Permittee shall have two days, exclusive of Saturdays, Sundays and legal holidays (as determined by the laws of the State of New Jersey or of the State of New York, as the case may require), after the effective date of revocation, in which to remove its Machines and other property.

If the Permittee shall so fail to remove its Machines and other property upon the expiration or revocation hereof, the Port Authority may, at its option, as agent for

the Permittee and at the risk and expense of the Permittee, remove such Machines and other property to a public warehouse, or may retain the same in its own possession, and in either event after the expiration of thirty days may sell the same at public auction; the proceeds of any such sale shall be applied first to the expenses of removal, sale and storage, second to any sums owed by the Permittee to the Port Authority; any balance remaining shall be paid to the Permittee. Any excess of the total cost of removal, storage and sale over the proceeds of sale shall be paid by the Permittee to the Port Authority upon demand.

10. The Permittee represents that it is the owner of or fully authorized to use and/or sell any and all services, processes, machines, articles, marks, names or slogans used and/or sold by it in its operations under or in any wise connected with this Permit. Without in any wise limiting its obligations under Section 7 hereof the Permittee agrees to indemnify and hold harmless the Port Authority, its Commissioners, officers, employees, agents and representatives of and from any loss, liability, expense, suit or claim for damages in connection with any actual or alleged infringement of any patent, trademark or copyright, or arising from any alleged or actual unfair competition or other similar claim arising out of the operations of the Permittee under or in any wise connected with this Permit.

11. The Port Authority shall have the right at any time and as often as it may consider it necessary to inspect the Machines and equipment of the Permittee, and any activities or operations of the Permittee hereunder. Upon request of the Port Authority, the Permittee shall operate or demonstrate any Machines or equipment owned by or in the possession of the Permittee on the Facility or to be placed or brought on the Facility, and shall demonstrate any process or other activity being carried on by the Permittee hereunder. Upon notification by the Port Authority of any deficiency in any Machine or piece of equipment, the Permittee shall immediately make good the deficiency or withdraw the Machine from service, and provide a satisfactory substitute.

12. The Permittee's representative hereinbefore specified (or such substitute as the Permittee may hereafter designate in writing) shall have full authority to act for the Permittee in connection with this Permit, and to do any

act or thing to be done hereunder, and to execute on behalf of the Permittee any amendments or supplements to this Permit or any extension thereof, and to give and receive notices hereunder.

13. A bill or statement may be rendered, and any notice or communication which the Port Authority may desire to give the Permittee shall be deemed sufficiently rendered or given, if the same is in writing and sent by registered mail addressed to the Permittee at the address specified on the first page hereof or at the address that the Permittee may have most recently substituted therefor by notice to the Port Authority, or left at such address, or delivered to the representative of the Permittee, and the time of rendition of such bill or statement and of the giving of such notice or communication shall be deemed to be the time when the same is mailed, left or delivered as herein provided. Any notice from the Permittee to the Port Authority shall be validly given if sent by registered mail addressed to the Executive Director of the Port Authority at One World Trade Center, New York, New York 10048, or at such other address as the Port Authority shall hereafter designate by notice to the Permittee.

14. The Permittee shall observe and obey (and compel its officers, employees, guests, invitees, and those doing business with it to observe and obey) the rules and regulations of the Port Authority now in effect, and such further reasonable rules and regulations which may from time to time during the effective period of this Permit, be promulgated by the Port Authority for reasons of safety, health, preservation of property or maintenance of a good and orderly appearance of the Facility or for the safe and efficient operation of the Facility. A set of Rules and Regulations may be obtained from the Secretary of the Port Authority, One World Trade Center, New York, New York 10048. The Port Authority agrees that except in cases of emergency it shall give notice to the Permittee of every further rule and regulation adopted by it at least five days before the Permittee shall be required to comply therewith.

15. The Permittee shall procure all licenses, certificates, permits or other authorization from all governmental authorities, if any, having jurisdiction over the Permittee's operations at the Facility which may be necessary

for the Permittee's operations thereat.

The Permittee shall pay all taxes, license, certification, permit and examination fees and excises which may be assessed, levied, exacted or imposed on the Machines or other property of the Permittee, or the ownership, possession or use thereof, or on the Permittee's operations hereunder or on the gross receipts or income from such operation, and shall make all applications, reports and returns required in connection therewith.

The Permittee shall promptly observe, comply with and execute the provisions of any and all present and future governmental laws, rules, regulations, requirements, orders and directions which may pertain or apply to the Permittee's operations at the Facility.

The Permittee's obligations to comply with governmental requirements are provided herein for the purpose of assuring proper safeguards for the protection of persons and property at the Facility and are not to be construed as a submission by the Port Authority to the application to itself of such requirements or any of them.

16. The Permittee shall not do or permit to be done any act which,

(a) will invalidate or be in conflict with any fire insurance policies covering the Facility or any part thereof. or upon the contents of any building thereon, or

(b) will increase the rate of any fire insurance on the Facility or any part thereof or upon the contents of any building thereon, or

(c) in the opinion of the Port Authority will constitute a hazardous condition, so as to increase the risks normally attendant upon the operations contemplated by this Permit.

The Permittee shall promptly observe, comply with and execute the provisions of any and all present and future rules and regulations, requirements, orders and directions of the National Fire Protection Association, and, if the operations are in New York, the New York Fire Insurance Rating Organization or if the Permittee's operations hereunder are in New Jersey, the

Fire Insurance Rating Organization of New Jersey, and any other body or organization exercising similar functions which may pertain or apply to the Permittee's operations hereunder. If by reason of the Permittee's failure to comply with the provisions of this Section, any fire insurance rate on the Facility or any part thereof or upon the contents of any building thereon shall at any time be higher than it otherwise would be, then the Permittee shall on demand pay the Port Authority that part of all fire insurance premiums paid or payable by the Port Authority which shall have been charged because of such violation by the Permittee.

For the purpose of this Section, "Facility" includes all structures located thereon.

~~17. All fee payments hereunder shall be made at th~~ office of the Treasurer of the Port Authority, One World Trade Center, New York, New York 10048, or at such other office as may hereafter be substituted therefor by notice to the Permittee. The basic fee, if any, or the part thereof which may be prorated as hereinafter provided, shall be due and payable in advance on the effective date hereof and on the first day of each and every month thereafter. The percentage fee, if any, or if that percentage fee is additional to a basic fee, the portion thereof prorated as hereinafter provided, and any fees or part thereof mentioned on the first page of this Permit to be measured by the number of items and/or units of service dispensed by a Machine, shall be due and payable monthly on the tenth day of the month following the calendar month in which the effective date hereof falls, and on the tenth day of each month thereafter and shall be based on the Permittee's gross receipts, sales made and services rendered in the preceding calendar month, provided, however, that if the permission granted hereby shall expire or be revoked effective on a date other than the last day of a month, the percentage fee or prorated part thereof, or the fee or part thereof measured by the number of items or units of service, shall be due and payable within ten days after such date. If the permission granted by this Permit commences on a date other than the first day of a month, or if the said permission expires or is revoked effective on a date other than the last day of a month, the fees due for the period of time during which the said permission shall have been in effect shall be the fees ~~specified on the first page of this Permit, prorated however in~~

~~the case of a basic fee or in the case of a basic fee and~~ percentage fee, in the same proportion that the number of days the permission is in effect bears to thirty days, as follows: the portion of the basic fee due shall be computed by prorating the monthly basic fee on the above basis; the amount of the percentage fee shall be equivalent to the excess over the prorated basic fee of the percentage applied to the gross receipts arising in such portion of the month. There shall be no proration of other fees. The computation of fees for each month, or for a portion of a month as provided above, shall be individual to such month or such portion of a month, and without relation to any ~~other month or any other portion of a month~~.

The term "gross receipts" shall include all monies paid or payable to the Permittee for sales made and for services rendered at the Facility pursuant to the permission granted hereby, provided, however, that if the fees or any part thereof mentioned on the first page of this Permit are measured in whole or in part by the Permittee's gross receipts and by the number of items and/or units of service dispensed by a Machine the monies paid or payable to the Permittee by customers for said items and/or units of services shall be excluded from "gross receipts" and provided, further, however, that any taxes imposed by law which are separately stated to and paid by the customer and directly payable to the taxing authority by the Permittee, shall be excluded therefrom.

18. If the fee or fees mentioned on the first page of this Permit are measured in whole or in part by the Permittee's gross receipts or by the number of items or units of service dispensed by a Machine, the Permittee shall,

(a) use its best efforts in every proper manner to develop and increase the business conducted by it hereunder;

(b) not divert or cause or allow to be diverted, any business from the Facility;

(c) maintain in accordance with accepted accounting practice during the effective period of the Permit and for one (1) year after the expiration or earlier revocation or termination thereof, and for a further period extending until the Permittee shall receive written permission.

from the Port Authority to do otherwise, records and books of account recording all sales of merchandise and charges for services made through the Machines and all transactions at, through or in any wise connected with the Facility, which records and books of account shall be kept at all times within the Port of New York District;

(d) permit in ordinary business hours during the effective period of the Permit, for one (1) year thereafter, and during such further period as is mentioned in the preceding subdivision, the examination and audit by the officers, employees and representatives of the Port Authority of such records and books of account;

(e) permit the inspection by the officers, employees and representatives of the Port Authority of any equipment or devices used by the Permittee, including but not limited to coin receptacles and counting or metering devices attached to the Machines;

(f) furnish on or before the tenth day of each month following the effective date of this Permit a sworn statement of gross receipts arising out of operations of the Permittee hereunder, and if the fees or any part thereof mentioned on the first page of this Permit are based in whole or in part on the number of items or units of service dispensed by a Machine, a sworn statement showing the number of such items and/or units of service dispensed during the preceding month. When the gross receipts exceed $8,000 monthly the statements shall be certified at the Permittee's expense, by a certified public accountant; and

(g) install and use such equipment or devices for recording sales made and services rendered as may be appropriate to the Permittee's business and necessary or desirable to keep accurate records of gross receipts and sales made and services rendered.

19. Collections shall be made from the Machines in the manner and at the times specified by the Port Authority. The Port Authority shall have the right at any time and from time to time to prohibit the Permittee from making any collection from any Machines except in the presence of a representative of the Superintendent of the Facility or a representative of the Comptroller's Department of the Port Authority.

20. Machines shall dispense only such merchandise and render only such services as are approved in writing by the Port Authority. Specification of merchandise and/or services in Section 5 on the first page hereof shall be an approval hereunder and all approvals hereunder shall be subject to the terms of Section 29 hereof.

The Port Authority shall designate in writing the number of Machines to be installed, maintained and serviced under this Permit and it may in its discretion, from time to time, consent to the inclusion under this Permit of an additional Machine or Machines, such additional Machine or Machines to dispense such items only and render such services only as may be approved in writing by the Port Authority. The location of each Machine covered by this Permit is to be only that designated in writing by the Port Authority. The Port Authority shall have the right, from time to time, to redesignate in writing the location or locations of any or all Machines covered by this Permit, and the Permittee shall thereupon, at its own expense, comply therewith by promptly removing and reinstalling each such Machine. The Port Authority shall also have the right, from time to time, to direct that the number of Machines covered by this Permit be decreased and the Permittee shall promptly remove the Machines as directed.

In the event of the removal of any or all of the Machines covered by this Permit for any reason, including, but not limited to revocation, expiration, redesignation or decrease, the Permittee shall, at its own expense, immediately restore the Facility at and about the location to the same condition as before the installation, including the removal of any wires, conduits, outlets, ducts and pipes installed by or for the Permittee.

21. The purposes of the Port Authority in extending the permission granted hereby is to have available at the Facility the merchandise and services which the Permittee is permitted to sell and render hereunder, and the Permittee agrees that it will conduct a first class operation and will furnish all necessary or proper Machines, fixtures, equipment, personnel, supplies, materials and other facilities and replacements therefor.

The Permittee shall provide new Machines of the latest design and shall maintain all the Machines in first class appearance, condition and working order, and if the Machines dispense items, the Permittee shall keep the Machines always well stocked with merchandise of first class quality and fit for human use, and if the merchandise is intended for consumption, it shall be fresh and safely consumable. The Permittee covenants that all its merchandise and services shall comply with all applicable federal, state, municipal and other governmental laws, ordinances and regulations.

22. The Permittee shall furnish all merchandise and all services at reasonable prices and at the times and in a manner which will be fully satisfactory to the public and to the Port Authority. All prices charged by the Permittee shall be subject to the prior written approval of the Port Authority, provided, however, that such approval will not be withheld if the proposed prices do not exceed reasonable prices for similar merchandise and services in the municipality in which the machines are located. The Permittee shall cause the merchandise sold and the services rendered by the Machines to be available to the public during such hours of the day and on such days of the week as may properly serve the needs of the public. The Port Authority's determination of reasonable prices and proper business hours and days shall control.

23. The Permittee shall not place or cause or permit to be placed any sign, poster or advertising matter whatsoever of the Permittee or of third parties on the Facility or on the Machines or the items dispensed therefrom without the prior written approval of the Port Authority. The restriction hereunder shall not apply to manufacturers' own advertising appearing on items dispensed by the Machines. The Port Authority may at any time and from time to time withdraw its approval under this Section. Any sign, poster or advertising matter not so approved may be removed by the Port Authority at the expense of the Permittee.

24. Notwithstanding the provisions of Section 23 hereof, the Permittee shall maintain in a conspicuous place on each Machine a small but legible plate setting forth the name and address of the Permittee.

The Permittee shall promptly handle in a manner satisfactory to the Port Authority all customer complaints including but not limited to those based on failure or malfunction of the Machines or defective merchandise dispensed or services rendered therefrom or thereby and the Permittee shall make all suitable refunds, exchanges, credits and allowances in connection therewith.

25. The Permittee shall daily remove from the Facility all garbage, debris, litter, liquids and other waste materials arising out of the operation of the Machines, or customer disposal of the Permittee's merchandise.

For the purpose of temporary storage, the Permittee shall provide and maintain in a clean and sanitary

condition, suitable garbage and waste receptacles, the same to be made of metal and equipped with tight fitting covers. The covers may have self-closing openings for disposal purposes. The receptacles shall be kept completely covered except when filling or emptying the same. The Permittee shall exercise extreme care in removing such garbage, debris, litter and other waste materials from the Facility. The manner of such storage and removal shall be subject in all respects to the approval of the Port Authority. No facilities of the Port Authority shall be used for such removal and storage without the approval of the Superintendent of the Facility.

26. The Port Authority shall furnish electricity of the voltage, phase and type already available at the location and cold water sufficient for the operation of such of the Machines as may require the same, provided, however, that the Port Authority may at any time after installation of appropriate meters, sell electricity and/or cold water to the Permittee and the Permittee agrees to pay therefor at the same rates charged by the Port Authority to other permittees at the Facility at the time the electricity and/or cold water is supplied for the same quantity, under the same conditions and in the same service classification. Charges for electricity and/or cold water shall be payable when billed. The quantity of service consumed shall be measured by meters installed for the purpose; provided, however, that if for any cause any meter fails to record the consumption of electricity or cold water, the consumption during the period the meter is out of service will be considered to be the same as the consumption for a like period either immediately before or immediately after the interruption, as selected by the Port Authority.

~~The Port Authority shall also make available~~ without additional charge, ~~non-exclusive~~ toilet and washroom ~~facilities for the employees of the Permittee.~~

No failure, delay, or interruption in supplying agreed services (whether separately charged for or not) shall release the Permittee from any of its obligations hereunder or be, (unless resulting from the negligence of the Port Authority and continuing for a period of five days after notice to the Port Authority) grounds for any claim by the Permittee for damages, consequential or otherwise.

The Permittee shall provide and install all wires, conduits, outlets, ducts and pipes necessary to supply the electricity and/or cold water to the Machines which may require the same. Such installation shall be subject to the provisions of Section 8 hereof.

27. The Permittee, in its own name as assured and for the benefit of itself, shall maintain and pay the premiums on the policies of insurance described in any endorsements attached hereto which shall cover its operations hereunder and shall be effective during the effective period of this Permit. The Port Authority shall not be named as an insured in any insurance policy required hereunder unless it shall at any time otherwise direct.

Certified copies of the policies or a certificate or certificates evidencing the existence thereof or binders shall be delivered to the Port Authority prior to the effective date of this Permit. In the event any binder is delivered, it shall be replaced within fifteen days by a certified copy of the policy or a certificate. Each such copy or certificate shall contain a valid provision or endorsement that the policy may not be cancelled, terminated, changed or modified without giving ten days' written advance notice thereof to the Port Authority. A renewal policy shall be delivered to the Port Authority at least fifteen days prior to the expiration date of each expiring policy except for any policy expiring on the date of expiration of this Permit or thereafter. If at any time any of the policies shall be or become unsatisfactory to the Port Authority as to form or substance, or if the companies issuing such policies shall be or become unsatisfactory to the Port Authority, the Permittee shall promptly obtain a new and satisfactory policy in replacement.

28. Except as specifically provided herein to the contrary, the permittee shall not, by virtue of the issue and acceptance of this Permit, be released or discharged from any liabilities or obligations whatsoever under any other Port Authority permits or agreements including but not limited to any permits to make alterations.

In the event that any space or location covered by this Permit is the same as is or has been covered by another Port Authority Permit or other agreement with the Permittee, then any liabilities or obligations which by the

terms of such permit or agreement, or permits thereunder to make alterations, mature at the expiration or revocation or termination of said permit or agreement, shall be deemed to survive and to mature at the expiration or sooner revocation of this Permit, insofar as such liabilities or obligations require the removal of property from and/or the restoration of the space or location.

29. The Port Authority may at any time and from time to time by notice to the Permittee withdraw or modify any approval, designation or direction given hereunder by the Port Authority.

30. The privilege granted by this Permit is non-exclusive.

31. Wherever in this Permit, including all endorsements and exhibits thereto, the pronoun "it" or the adjective "its" may occur, referring to the Permittee, the said pronoun or adjective shall be deemed and taken to mean "it", "he", "him", "she", "her", "they", "them", or "its", "his", "her", "hers", "their", or "theirs", as the circumstances of the reference and the gender and number of the Permittee may require.

32. Neither the Commissioners of the Port Authority nor any of them, nor any officer, agent or employee thereof, shall be charged personally by the Permittee with any liability, or held liable to the Permittee under any term or provision of this Permit, or because of its execution or attempted execution, or because of any breach thereof.

33. This Permit, including the attached endorsements and exhibits, if any, constitutes the entire agreement of the Port Auhority and the Permittee on the subject matter hereof. It may not be changed, modified, discharged or extended, except by written instrument duly executed on behalf of the Port Authority and the Permittee. The Permittee agrees that no representations or warranties shall be binding upon the Port Authority unless expressed in writing herein.

"Port Authority Bus Terminal" or "Terminal" shall mean the building*~~bounded by 40th and 41st Streets, 8th and 9th Avenues,~~ in the City, County and State of New York.

* located in the area bounded by Eighth Avenue, West 40th Street, Ninth Avenue and West 42nd Street

STANDARD ENDORSEMENT NO. 19.6

Port Authority Bus Terminal

1/29/51

SPECIAL PROVISIONS

1. Prior to the execution of this Permit by either party, the following changes were made in the foregoing Terms and Conditions and the following substitutions shall be deemed to have been made:

(a) Section 1 was deleted in its entirety and the following Section 1 shall be deemed to have been inserted therefor:

1. The permission granted by this Permit shall take effect upon the effective date set forth. Notwithstanding any other term or provision hereof, it may be revoked at any time with or without cause and with or without prior notice by the Port Authority or terminated by the Permittee without cause, by giving thirty (30) days' prior written notice to the Port Authority. Revocation or termination shall not relieve the Permittee of any liabilities or obligations hereunder which shall have accrued on or prior to the effective date of revocation or termination.

(b) The word "expiration" in the third line of the first paragraph of Section 9, the second line of the second paragraph of Section 9 and the third line of the third paragraph of Section 20 was deleted and the word "termination" shall be deemed to have been substituted therefor.

(c) The first paragraph of Section 17 was deleted in its entirety.

(d) The words "expiration or earlier" on the third line of subdivision (c) of Section 18 and the words "except for any policy expiring on the date of expiration of this Permit or thereafter" on the 13th and 14th lines of the second paragraph of Section 27 were deleted.

(e) Section 6 was deleted.

(f) The words "expiration or sooner" on the eighth line of the second paragraph of Section 28 were deleted and the words "termination or" shall be deemed to have been substituted therefor.

(g) The second paragraph of Section 26 was deleted in its entirety. The word "location" appearing in the third line of Section 26 was deleted and the word "Facility" was inserted therefor. The words "and which may be necessary to bring the electricity and/or cold water from the location at the Facility where it will be made available by the Port Authority" was inserted after the word "same" appearing at the end of the first sentence of the last paragraph of Section 26. The Port Authority shall have no obligation to make available any utilities or services whatsoever to the Permittee in the Storage Area.

It shall be unnecessary to physically indicate the foregoing changes, insertions and deletions on the foregoing Terms and Conditions.

2. Subject to and in accordance with the provisions of Section 27 of the foregoing Terms and Conditions, the Permittee shall maintain and pay the premiums on a policy of comprehensive public liability, including products liability insurance, in not less than the following limits:

(a) Bodily Injury Liability: $500,000 for injury or wrongful death to one person; $500,000 for injury or wrongful death to more than one person from any one accident; $500,000 for aggregate products;

(b) Property Damage Liability: $500,000 for all damage arising out of injury to or destruction of property in any one accident; $500,000 for aggregate products.

3. (a) The Permittee shall pay the Port Authority a basic fee of One Hundred Fifty Dollars and No Cents ($150.00) per month which fee shall be payable on the effective date hereof and

on the first day of each and every calendar month thereafter during the effective period of the Permit. If the permission granted hereunder becomes effective on a date other than the first day of a calendar month or expires or is revoked or terminated on a date other than the last day of a calendar month, the basic fee payable for the part of the month during which the permission is in effect shall be computed by prorating the monthly fee on a daily basis, using the exact number of days in the month involved.

(b) The Permittee shall, in addition to the basic fee set forth in paragraph (a) above, pay the Port Authority a monthly percentage fee equivalent to seventeen percent (17%) of its monthly gross receipts. The monthly percentage fee shall be payable as follows: on the tenth day of the month following the month in which the effective date falls and on the 10th day of each and every month thereafter including the month following the month in which the termination or revocation date of the Permit occurs, the Permittee shall furnish to the Port Authority a sworn statement by a responsible fiscal officer of the Permittee showing its gross receipts for the preceding month; simultaneously with the submission of each such monthly statement the Permittee shall pay to the Port Authority an amount equal to seventeen percent (17%) of all of the gross receipts of the Permittee arising during the month for which the monthly statement is being submitted.

(c) All fees under the Permit shall be payable at the office of the Treasurer of the Port Authority, One World Trade Center, New York, New York 10048.

4. (a) The Permittee, subject to the provisions of Section 20 of the Terms and Conditions shall be permitted in the areas shown in diagonal hatching on the sketch annexed hereto made a part hereof and marked "Exhibit A" to install machines dispensing the following items:

(i) cold sandwiches

(ii) milk

(iii) juices

(iv) candy

(v) cookies and crackers

(vi) gum

(vii) coffee

(viii) such non-alcoholic beverages and such other items as may be consented to in advance by the Port Authority.

(b) The Port Authority, subject to all the terms and conditions of the Permit, hereby grants the Permittee during the effective period of the Permit the right to use the area shown in crosshatching on Exhibit A solely for storage purposes (said area being sometimes called the "Storage Area") in connection with the Permittee's operations under this Permit. In addition to the Port Authority's right of revocation pursuant to Section 1 as amended by paragraph (a) of Special Endorsement No. 1 the Port Authority shall have the right without cause by giving thirty (30) days' prior written notice to the Permittee to revoke the permission granted by this paragraph (b) for the use of the Storage Area. Revocation by the Port Authority pursuant to this paragraph (b) shall not relieve the Permittee of any liabilities or obligations hereunder which shall have accrued as to the Storage Area on or prior to the effective date of revocation and all liabilities and obligations of the Permittee which would have accrued upon the effective date of revocation or termination of the entire Permit pursuant to Section 1 of the Terms and Conditions shall accrue as to the Storage Area on such effective date of revocation. In the event the Port Authority revokes the permission to use the Storage Area then from and after the effective date of such revocation the Permittee shall not be obligated to pay the basic monthly fee but nothing herein shall be construed to relieve the Permittee of all payments of the basic fee accruing on or before the effective date of revocation. The Permittee shall pay the percentage fee in the manner and the amount as set forth in Special Endorsement No. 3 regardless of whether the Port Authority exercises its right of revocation as to the Storage Area as set forth in this paragraph (b).

5. The Port Authority and The Greyhound Corporation have entered into a separate agreement for the letting of other premises at the Facility, such agreement being dated as of May 18, 1979

SPECIAL ENDORSEMENTS

and being identified by Port Authority Lease No. PT-C-8 was assigned to the Permittee with the consent of the Port Authority by assignment dated as of May 18, 1979. The effective date of this Permit shall be the same date as the term of the letting of said Lease No. PT-C-8 commences pursuant to Section 50 of said Lease.

For the Port Authority

Initialled:

For the Permittee

from the Port Authority to do otherwise, records and books of account recording all sales of merchandise and charges for services made through the Machines and all transactions at, through or in any wise connected with the Facility, which records and books of account shall be kept at all times within the Port of New York District;

(d) permit in ordinary business hours during the effective period of the Permit, for one (1) year thereafter, and during such further period as is mentioned in the preceding subdivision, the examination and audit by the officers, employees and representatives of the Port Authority of such records and books of account;

(e) permit the inspection by the officers, employees and representatives of the Port Authority of any equipment or devices used by the Permittee, including but not limited to coin receptacles and counting or metering devices attached to the Machines;

(f) furnish on or before the tenth day of each month following the effective date of this Permit a sworn statement of gross receipts arising out of operations of the Permittee hereunder, and if the fees or any part thereof mentioned on the first page of this Permit are based in whole or in part on the number of items or units of service dispensed by a Machine, a sworn statement showing the number of such items and/or units of service dispensed during the preceding month. When the gross receipts exceed $8,000 monthly the statements shall be certified at the Permittee's expense, by a certified public accountant; and

(g) install and use such equipment or devices for recording sales made and services rendered as may be appropriate to the Permittee's business and necessary or desirable to keep accurate records of gross receipts and sales made and services rendered.

19. Collections shall be made from the Machines in the manner and at the times specified by the Port Authority. The Port Authority shall have the right at any time and from time to time to prohibit the Permittee from making any collection from any Machines except in the presence of a representative of the Superintendent of the Facility or a representative of the Comptroller's Department of the Port Authority.

20. Machines shall dispense only such merchandise and render only such services as are approved in writing by the Port Authority. Specification of merchandise and/or services in Section 5 on the first page hereof shall be an approval hereunder and all approvals hereunder shall be subject to the terms of Section 29 hereof.

The Port Authority shall designate in writing the number of Machines to be installed, maintained and serviced under this Permit and it may in its discretion, from time to time, consent to the inclusion under this Permit of an additional Machine or Machines, such additional Machine or Machines to dispense such items only and render such services only as may be approved in writing by the Port Authority. The location of each Machine covered by this Permit is to be only that designated in writing by the Port Authority. The Port Authority shall have the right, from time to time, to redesignate in writing the location or locations of any or all Machines covered by this Permit, and the Permittee shall thereupon, at its own expense, comply therewith by promptly removing and reinstalling each such Machine. The Port Authority shall also have the right, from time to time, to direct that the number of Machines covered by this Permit be decreased and the Permittee shall promptly remove the Machines as directed.

In the event of the removal of any or all of the Machines covered by this Permit for any reason, including, but not limited to revocation, expiration, redesignation or decrease, the Permittee shall, at its own expense, immediately restore the Facility at and about the location to the same condition as before the installation, including the removal of any wires, conduits, outlets, ducts and pipes installed by or for the Permittee.

21. The purposes of the Port Authority in extending the permission granted hereby is to have available at the Facility the merchandise and services which the Permittee is permitted to sell and render hereunder, and the Permittee agrees that it will conduct a first class operation and will furnish all necessary or proper Machines, fixtures, equipment, personnel, supplies, materials and other facilities and replacements therefor.

The Permittee shall provide new Machines of the latest design and shall maintain all the Machines in first class appearance, condition and working order, and if the Machines dispense items, the Permittee shall keep the Machines always well stocked with merchandise of first class quality and fit for human use, and if the merchandise is intended for consumption, it shall be fresh and safely consumable. The Permittee covenants that all its merchandise and services shall comply with all applicable federal, state, municipal and other governmental laws, ordinances and regulations.

22. The Permittee shall furnish all merchandise and all services at reasonable prices and at the times and in a manner which will be fully satisfactory to the public and to the Port Authority. All prices charged by the Permittee shall be subject to the prior written approval of the Port Authority, provided, however, that such approval will not be withheld if the proposed prices do not exceed reasonable prices for similar merchandise and services in the municipality in which the machines are located. The Permittee shall cause the merchandise sold and the services rendered by the Machines to be available to the public during such hours of the day and on such days of the week as may properly serve the needs of the public. The Port Authority's determination of reasonable prices and proper business hours and days shall control.

23. The Permittee shall not place or cause or permit to be placed any sign, poster or advertising matter whatsoever of the Permittee or of third parties on the Facility or on the Machines or the items dispensed therefrom without the prior written approval of the Port Authority. The restriction hereunder shall not apply to manufacturers' own advertising appearing on items dispensed by the Machines. The Port Authority may at any time and from time to time withdraw its approval under this Section. Any sign, poster or advertising matter not so approved may be removed by the Port Authority at the expense of the Permittee.

24. Notwithstanding the provisions of Section 23 hereof, the Permittee shall maintain in a conspicuous place on each Machine a small but legible plate setting forth the name and address of the Permittee.

The Permittee shall promptly handle in a manner satisfactory to the Port Authority all customer complaints including but not limited to those based on failure or malfunction of the Machines or defective merchandise dispensed or services rendered therefrom or thereby and the Permittee shall make all suitable refunds, exchanges, credits and allowances in connection therewith.

25. The Permittee shall daily remove from the Facility all garbage, debris, litter, liquids and other waste materials arising out of the operation of the Machines, or customer disposal of the Permittee's merchandise.

For the purpose of temporary storage, the Permittee shall provide and maintain in a clean and sanitary

condition, suitable garbage and waste receptacles, the same to be made of metal and equipped with tight fitting covers. The covers may have self-closing openings for disposal purposes. The receptacles shall be kept completely covered except when filling or emptying the same. The Permittee shall exercise extreme care in removing such garbage, debris, litter and other waste materials from the Facility. The manner of such storage and removal shall be subject in all respects to the approval of the Port Authority. No facilities of the Port Authority shall be used for such removal and storage without the approval of the Superintendent of the Facility.

26. The Port Authority shall furnish electricity of the voltage, phase and type already available at the location and cold water sufficient for the operation of such of the Machines as may require the same, provided, however, that the Port Authority may at any time after installation of appropriate meters, sell electricity and/or cold water to the Permittee and the Permittee agrees to pay therefor at the same rates charged by the Port Authority to other permittees at the Facility at the time the electricity and/or cold water is supplied for the same quantity, under the same conditions and in the same service classification. Charges for electricity and/or cold water shall be payable when billed. The quantity of service consumed shall be measured by meters installed for the purpose; provided, however, that if for any cause any meter fails to record the consumption of electricity or cold water, the consumption during the period the meter is out of service will be considered to be the same as the consumption for a like period either immediately before or immediately after the interruption, as selected by the Port Authority.

~~The Port Authority shall also make available~~ without additional charge~~, non-exclusive~~ toilet and washroom ~~facilities for the employees of the Permittee.~~

No failure, delay, or interruption in supplying agreed services (whether separately charged for or not) shall release the Permittee from any of its obligations hereunder or be, (unless resulting from the negligence of the Port Authority and continuing for a period of five days after notice to the Port Authority) grounds for any claim by the Permittee for damages, consequential or otherwise.

The Permittee shall provide and install all wires, conduits, outlets, ducts and pipes necessary to supply the electricity and/or cold water to the Machines which may require the same. Such installation shall be subject to the provisions of Section 8 hereof.

27. The Permittee, in its own name as assured and for the benefit of itself, shall maintain and pay the premiums on the policies of insurance described in any endorsements attached hereto which shall cover its operations hereunder and shall be effective during the effective period of this Permit. The Port Authority shall not be named as an insured in any insurance policy required hereunder unless it shall at any time otherwise direct.

Certified copies of the policies or a certificate or certificates evidencing the existence thereof or binders shall be delivered to the Port Authority prior to the effective date of this Permit. In the event any binder is delivered, it shall be replaced within fifteen days by a certified copy of the policy or a certificate. Each such copy or certificate shall contain a valid provision or endorsement that the policy may not be cancelled, terminated, changed or modified without giving ten days' written advance notice thereof to the Port Authority. A renewal policy shall be delivered to the Port Authority at least fifteen days prior to the expiration date of each expiring policy except for any policy expiring on the date of expiration of this Permit or thereafter. If at any time any of the policies shall be or become unsatisfactory to the Port Authority as to form or substance, or if the companies issuing such policies shall be or become unsatisfactory to the Port Authority, the Permittee shall promptly obtain a new and satisfactory policy in replacement.

28. Except as specifically provided herein to the contrary, the permittee shall not, by virtue of the issue and acceptance of this Permit, be released or discharged from any liabilities or obligations whatsoever under any other Port Authority permits or agreements including but not limited to any permits to make alterations.

In the event that any space or location covered by this Permit is the same as is or has been covered by another Port Authority Permit or other agreement with the Permittee, then any liabilities or obligations which by the

terms of such permit or agreement, or permits thereunder to make alterations, mature at the expiration or revocation or termination of said permit or agreement, shall be deemed to survive and to mature at the expiration or sooner revocation of this Permit, insofar as such liabilities or obligations require the removal of property from and/or the restoration of the space or location.

29. The Port Authority may at any time and from time to time by notice to the Permittee withdraw or modify any approval, designation or direction given hereunder by the Port Authority.

30. The privilege granted by this Permit is non-exclusive.

31. Wherever in this Permit, including all endorsements and exhibits thereto, the pronoun "it" or the adjective "its" may occur, referring to the Permittee, the said pronoun or adjective shall be deemed and taken to mean "it", "he", "him", "she", "her", "they", "them", or "its", "his", "her", "hers", "their", or "theirs", as the circumstances of the reference and the gender and number of the Permittee may require.

32. Neither the Commissioners of the Port Authority nor any of them, nor any officer, agent or employee thereof, shall be charged personally by the Permittee with any liability, or held liable to the Permittee under any term or provision of this Permit, or because of its execution or attempted execution, or because of any breach thereof.

33. This Permit, including the attached endorsements and exhibits, if any, constitutes the entire agreement of the Port Auhority and the Permittee on the subject matter hereof. It may not be changed, modified, discharged or extended, except by written instrument duly executed on behalf of the Port Authority and the Permittee. The Permittee agrees that no representations or warranties shall be binding upon the Port Authority unless expressed in writing herein.

"Port Authority Bus Terminal" or "Terminal" shall mean the building*~~bounded by 40th and 41st Streets, 8th and 9th Avenues,~~ in the City, County and State of New York.

* located in the area bounded by Eighth Avenue, West 40th Street, Ninth Avenue and West 42nd Street

STANDARD ENDORSEMENT NO. 19.6

Port Authority Bus Terminal

1/29/51

GENERAL PROVISIONS

1. Prior to the execution of this Permit by either party, the following changes were made in the foregoing Terms and Conditions and the following substitutions shall be deemed to have been made:

(a) Section 1 was deleted in its entirety and the following Section 1 shall be deemed to have been inserted therefor:

1. The permission granted by this Permit shall take effect upon the effective date set forth. Notwithstanding any other term or provision hereof, it may be revoked at any time with or without cause and with or without prior notice by the Port Authority or terminated by the Permittee without cause, by giving thirty (30) days' prior written notice to the Port Authority. Revocation or termination shall not relieve the Permittee of any liabilities or obligations hereunder which shall have accrued on or prior to the effective date of revocation or termination.

(b) The word "expiration" in the third line of the first paragraph of Section 9, the second line of the second paragraph of Section 9 and the third line of the third paragraph of Section 20 was deleted and the word "termination" shall be deemed to have been substituted therefor.

(c) The first paragraph of Section 17 was deleted in its entirety.

(d) The words "expiration or earlier" on the third line of subdivision (c) of Section 18 and the words "except for any policy expiring on the date of expiration of this Permit or thereafter" on the 13th and 14th lines of the second paragraph of Section 27 were deleted.

(e) Section 6 was deleted.

(f) The words "expiration or sooner" on the eighth line of the second paragraph of Section 28 were deleted and the words "termination or" shall be deemed to have been substituted therefor.

(g) The second paragraph of Section 26 was deleted in its entirety. The word "location" appearing in the third line of Section 26 was deleted and the word "Facility" was inserted therefor. The words "and which may be necessary to bring the electricity and/or cold water from the location at the Facility where it will be made available by the Port Authority" was inserted after the word "same" appearing at the end of the first sentence of the last paragraph of Section 26. The Port Authority shall have no obligation to make available any utilities or services whatsoever to the Permittee in the Storage Area.

It shall be unnecessary to physically indicate the foregoing changes, insertions and deletions on the foregoing Terms and Conditions.

2. Subject to and in accordance with the provisions of Section 27 of the foregoing Terms and Conditions, the Permittee shall maintain and pay the premiums on a policy of comprehensive public liability, including products liability insurance, in not less than the following limits:

(a) Bodily Injury Liability: $500,000 for injury or wrongful death to one person; $500,000 for injury or wrongful death to more than one person from any one accident; $500,000 for aggregate products.

(b) Property Damage Liability: $500,000 for all damage arising out of injury to or destruction of property in any one accident; $500,000 for aggregate products.

3. (a) The Permittee shall pay the Port Authority a basic fee of One Hundred Fifty Dollars and No Cents ($150.00) per month which fee shall be payable on the effective date hereof and

on the first day of each and every calendar month thereafter during the effective period of the Permit. If the permission granted hereunder becomes effective on a date other than the first day of a calendar month or expires or is revoked or terminated on a date other than the last day of a calendar month, the basic fee payable for the part of the month during which the permission is in effect shall be computed by prorating the monthly fee on a daily basis, using the exact number of days in the month involved.

(b) The Permittee shall, in addition to the basic fee set forth in paragraph (a) above, pay the Port Authority a monthly percentage fee equivalent to seventeen percent (17%) of its monthly gross receipts. The monthly percentage fee shall be payable as follows: on the tenth day of the month following the month in which the effective date falls and on the 10th day of each and every month thereafter including the month following the month in which the termination or revocation date of the Permit occurs, the Permittee shall furnish to the Port Authority a sworn statement by a responsible fiscal officer of the Permittee showing its gross receipts for the preceding month; simultaneously with the submission of each such monthly statement the Permittee shall pay to the Port Authority an amount equal to seventeen percent (17%) of all of the gross receipts of the Permittee arising during the month for which the monthly statement is being submitted.

(c) All fees under the Permit shall be payable at the office of the Treasurer of the Port Authority, One World Trade Center, New York, New York 10048.

4. (a) The Permittee, subject to the provisions of Section 20 of the Terms and Conditions shall be permitted in the areas shown in diagonal hatching on the sketch annexed hereto made a part hereof and marked "Exhibit A" to install machines dispensing the following items:

(i) cold sandwiches

(ii) milk

(iii) juices

(iv) candy

(v) cookies and crackers

(vi) gum

(vii) coffee

(viii) such non-alcoholic beverages and such other items as may be consented to in advance by the Port Authority.

(b) The Port Authority, subject to all the terms and conditions of the Permit, hereby grants the Permittee during the effective period of the Permit the right to use the area shown in crosshatching on Exhibit A solely for storage purposes (said area being sometimes called the "Storage Area") in connection with the Permittee's operations under this Permit. In addition to the Port Authority's right of revocation pursuant to Section 1 as amended by paragraph (a) of Special Endorsement No. 1 the Port Authority shall have the right without cause by giving thirty (30) days' prior written notice to the Permittee to revoke the permission granted by this paragraph (b) for the use of the Storage Area. Revocation by the Port Authority pursuant to this paragraph (b) shall not relieve the Permittee of any liabilities or obligations hereunder which shall have accrued as to the Storage Area on or prior to the effective date of revocation and all liabilities and obligations of the Permittee which would have accrued upon the effective date of revocation or termination of the entire Permit pursuant to Section 1 of the Terms and Conditions shall accrue as to the Storage Area on such effective date of revocation. In the event the Port Authority revokes the permission to use the Storage Area then from and after the effective date of such revocation the Permittee shall not be obligated to pay the basic monthly fee but nothing herein shall be construed to relieve the Permittee of all payments of the basic fee accruing on or before the effective date of revocation. The Permittee shall pay the percentage fee in the manner and the amount as set forth in Special Endorsement No. 3 regardless of whether the Port Authority exercises its right of revocation as to the Storage Area as set forth in this paragraph (b).

5. The Port Authority and The Greyhound Corporation have entered into a separate agreement for the letting of other premises at the Facility, such agreement being dated as of May 18, 1979

SPECIAL ENDORSEMENTS

and being identified by Port Authority Lease No. ST-C-8 was assigned to the Permittee with the consent of the Port Authority by assignment dated as of May 18, 1979. The effective date of this Permit shall be the same date as the term of the letting of said Lease No. ST-C-8 commences pursuant to Section 50 of said Lease.

For the Port Authority

Initialled:

For the Permittee

RECEIVED
GLI FOOD SERVICES
DEC 05 1988
H. RICHARD LESKO

TCL-8/8/73

Lease No. BT-G-8

THE PORT AUTHORITY OF NEW YORK AND NEW JERSEY
BUS AND TRUCK TERMINAL
STORE AND CONCESSION LEASE

AGREEMENT OF LEASE

between

THE PORT AUTHORITY OF NEW YORK AND NEW JERSEY

and

THE GREYHOUND CORPORATION

Dated as of: May 18, 1979.

GLW 5/31/79
JHL MK

THIS AGREEMENT made as of the 18th day of May, 1979, by and between THE PORT AUTHORITY OF NEW YORK AND NEW JERSEY (hereinafter called the "Port Authority") a body corporate and politic, created by Compact between the States of New York and New Jersey, with the consent of the Congress of the United States of America, and having an office at One World Trade Center, in the Borough of Manhattan, City, County and State of New York and THE GREYHOUND CORPORATION (hereinafter called the "Lessee"), an Arizona corporation with an office and place of business at The Greyhound Tower, Phoenix, Arizona 85077 whose representative is John W. Teets, Group Vice-President.

WITNESSETH, That:

The Port Authority and the Lessee, for and in consideration of the rents, covenants and agreements hereinafter contained, mutually covenant and agree as follows:

Section 1. Letting

The Port Authority hereby lets to the Lessee and the Lessee hereby hires and takes from the Port Authority, at the Port Authority Bus Terminal the space in the Extension on the Lower Bus Level, as shown in diagonal hatching on the sketch annexed hereto, made a part hereof and marked "Exhibit A", together with the fixtures, improvements and other property of the Port Authority located or to be located therein or thereon, all said space, fixtures, improvements and other property of the Port Authority being hereinafter collectively referred to as the "premises."

Section 2. Term

Per Section 50.

Section 3. Rights of User by the Lessee

The Lessee shall use the premises for the following purposes only and for no other purpose whatsoever: for the operation of a snack bar and luncheonette for the sale of food and non-alcoholic beverages.

Section 4. Rental

(a) The Lessee agrees to pay to the Port Authority a basic rental for the premises at the rate of Twenty Thousand Dollars and No Cents ($20,000.00) per annum.

Item 1 of Exhibit B, attached hereto and made a part hereof.

(c) The time fo[illegible]king payments of rental and the metho[illegible] of computation and abatement thereof are set forth in Item 1 of Exhibit B.

SECTION 5. *Obligations in Connection with Any Percentage Rental*

If any rental hereunder is measured by a percentage of the Lessee's gross receipts, the Lessee shall:

(a) Take all reasonable measures in every proper manner to maintain, develop and increase the business conducted by it hereunder;

(b) Not divert or cause or allow to be diverted any business from the Terminal;

(c) Maintain in accordance with accepted accounting practice during the letting and for one year thereafter and for such further period until the Lessee shall receive written permission from the Port Authority to do otherwise, records and books of account recording all transactions at, through or in anywise connected with the Terminal, which records and books of account shall be kept at all times within the Port of New York District and permit, in ordinary business hours during such time, the examination and audit by the officers, employees and representatives of the Port Authority of such records and books of account and also any records and books of account of any company which is owned or controlled by the Lessee, if said company performs services, similar to those performed hereunder by the Lessee, anywhere in the Port of New York District;

(d) Permit in ordinary business hours the inspection by the officers, employees and representatives of the Port Authority of any equipment used by the Lessee, including but not limited to cash registers and recording tapes;

(e) Furnish on or before the twentieth day of each month following the commencement date of the letting a sworn statement of gross receipts arising out of the operations of the Lessee hereunder for the preceding month;

(f) Install and use such cash registers, sales slips, invoicing machines and any other equipment or devices for recording orders taken or services rendered as may be appropriate to the Lessee's business and necessary or desirable to keep accurate records of gross receipts.

SECTION 6. *Governmental Requirements*

(a) The Lessee shall procure from all governmental authorities having jurisdiction over the operations of the Lessee at the premises all licences, certificates, permits or other authorization which may be necessary for the conduct of its operations.

(b) The Lessee shall pay all taxes, license, certification, permit and examination fees and excises which may be assessed, levied, exacted or imposed on its property or operation hereunder or on the gross receipts or income therefrom, and shall make all applications, reports and returns required in connection therewith.

(c) The Lessee shall promptly observe, comply with and execute the provisions of any and all present and future governmental laws, rules, regulations, requirements, orders and directions which may pertain or apply to the operations of the Lessee on the premises or its occupancy thereof, and the Lessee shall, in accordance with and subject to the provisions of Section 15 hereof, make any and all structural and nonstructural improvements, alterations or repairs of the premises that may be required at any time hereafter by any such present or future law, rule, regulation, requirement, order or direction.

(d) The obligation of the Lessee to comply with governmental requirements is provided herein for the purpose of assuring proper safeguards for the protection of persons and property on the premises and a proper operation by the Lessee. Such provision is not to be construed as a submission by the Port Authority to the application to itself of such requirements or any of them.

SECTION 7. *Rules and Regulations*

The Lessee covenants and agrees to observe and obey (and to compel its officers, members, employees, agents, representatives, contractors, customers, guests, invitees and those doing business with it to observe and obey) the special rules and regulations of the Port Authority for the government of the conduct and operations of the Lessee, a copy of which is attached hereto, made a part hereof and marked "Exhibit R", and such further reasonable rules and regulations as may from time to time during the letting be promulgated by the Port Authority for reasons of safety, health, or preservation of property, or for the maintenance of the good and orderly appearance of the premises and the Terminal.

~~The Port Authority agrees, at, except in cases of emergency, it will give notice to the Lessee of every such further rule or regulation adopted by it at least five (5) days before the Lessee shall be required to comply therewith.~~ See Sec. 5:

SECTION 8. *Various Obligations of the Lessee*

(a) The Lessee shall conduct its operations in an orderly and proper manner and so as not to annoy, disturb or be offensive to others at the Terminal. The Lessee shall take all reasonable measures to eliminate vibrations tending to damage the premises and to keep the sound level of its operations as low as possible.

(b) The Lessee shall control the conduct, demeanor and appearance of its officers, members, employees, agents, representatives, contractors, customers, guests, invitees and those doing business with it, and upon objection from the Port Authority concerning the conduct, demeanor or appearance of any such shall immediately take all steps necessary to remove the cause of the objection. See Sec. 52(

(c) No garbage, debris or other waste materials (whether solid or liquid) shall be allowed to collect or accumulate in the premises and the Lessee shall remove from the premises and the Terminal all garbage, debris and other waste materials (whether solid or liquid) arising out of its occupancy or use of the premises. The Lessee shall use extreme care when effecting removal of all such waste and in no event shall use any facilities of the Port Authority without its prior consent in writing and shall effect such removal only during such hours as are prescribed by the Superintendent of the Terminal.

(d) If the premises have an entrance or exit opening out on a sidewalk the Lessee shall keep all sidewalks and curbs adjacent to the premises and all exclusive lobbies, vestibules and steps free from snow, ice, dirt and rubbish.

(e) The Lessee shall provide and its employees shall wear or carry badges or other suitable means of identification which shall be subject to the prior written approval of the Superintendent of the Terminal.

(f) If the Lessee is permitted under this Agreement to sell food and/or beverages, it shall, in connection with any preparation, packaging, handling, storage, delivery and dispensing of such food and/or beverages, comply with the following:

(1) Its employees shall wear clean, washable uniforms and female employees shall wear caps or nets. The employees shall be clean in their habits and shall thoroughly wash their hands before beginning work and immediately after each visit to the toilet and shall keep them clean during the entire work period. No person affected with any disease in a communicable form or who is a carrier of such disease shall work or be permitted to work for the Lessee.

(2) All food and beverages shall be clean, fresh, pure, of first-class quality and safe for human consumption.

(3) The premises and all equipment and materials used by the Lessee shall at all times be clean, sanitary, and free from rubbish, refuse, dust, dirt, offensive or unclean material, flies and other insects, rodents and vermin. All apparatus, utensils, devices, machines and piping used by the Lessee shall be constructed so as to facilitate the cleaning and inspection thereof and shall be properly cleaned after each period of use (which shall at no time exceed eight hours) with hot water and a suitable soap or detergent and shall be rinsed by flushing with hot water. Where deemed necessary by the Port Authority, final treatment by live steam under pressure or other sterilizing procedure shall be used. All trays, dishes, crockery, glassware, cutlery, and other equipment of such type shall be cleaned and sterilized immediately before using same.

(4) All packing materials, including but not limited to wrappers, stoppers, caps, enclosures and containers, shall be clean and sterile and shall be so stored as to be protected from dust, dirt, flies and other insects, rodents, vermin, unsanitary handling and unclean materials.

(5) It is intended that the standards and obligations imposed by this subdivision (f) shall be maintained or complied with by the Lessee in addition to its compliance with all applicable governmental laws, ordinances and regulations, and in the event that any of said laws, ordinances and regulations shall be more stringent than such standards and obligations, the Lessee agrees that it will comply with such laws, ordinances and regulations in its operations hereunder.

SECTION 9. *Prohibited Acts*

The Lessee shall not: (a) commit any nuisance on the premises, or do or permit to be done anything which may result in the creation or commission of a nuisance on the premises; (b) cause or produce or permit to be caused or produced upon the premises, or to emanate therefrom, any unusual,

noxious or objectionable smokes, gases, vapors, or odors; (c) use the premises for lodgings or sleeping purposes or for any immoral purposes; (d) install window shades or venetian blinds on the windows of the premises unless and until the type, size and color of same shall have been previously approved in writing by the Port Authority; (e) do or permit to be done anything which may interfere with the effectiveness or accessibility of existing and future utilities systems or portions thereof on the premises or elsewhere at the Terminal, including therein without limitation thereto systems for the supply of heat, water hot and cold, gas, electricity and fuel and for the furnishing of fire-alarm, fire-protection, sprinkler, sewerage, drainage, air-conditioning, telephone, telegraph, tele-register, pneumatic-tube dispatch and inter-communications services, including lines, pipes, mains, wires, conduits and equipment connected with or appurtenant to all such systems, nor do or permit to be done anything which may interfere with free access and passage in the premises, elsewhere in the Terminal or in the streets and sidewalks adjacent to the Terminal; (f) do or permit to be done anything which may interfere with the effectiveness or accessibility of elevators or escalators at the Terminal, including lines, pipes, wires, conduits and equipment connected with or appurtenant thereto; (g) overload any floor in the premises; (h) place any furniture, machine or equipment over any expansion or contraction joint unless one end of such furniture, machine or equipment is free to permit expansion or contraction; (i) place any additional lock of any kind upon any window or interior or exterior door in the premises unless a key therefor is delivered to the Port Authority, nor make any change in any existing door or window lock or the mechanism thereof, except with the prior written approval of the Port Authority, and upon the expiration or sooner termination of the letting hereof, the Lessee shall surrender to the Port Authority any and all keys to interior and exterior doors on the premises, whether said keys were furnished to or were otherwise procured by the Lessee, and in the event of the loss of any keys furnished by the Port Authority to the Lessee, the Lessee shall pay to the Port Authority on demand the cost of replacement thereof; (j) do or permit to be done any act or thing upon the premises which will invalidate or conflict with any fire insurance policies covering the premises or any part thereof, or the Terminal, or any part thereof, or which, in the opinion of the Port Authority, may constitute an extra-hazardous condition, so as to increase the risks normally attendant upon the operations contemplated by Section 3 hereof, and the Lessee shall promptly observe, comply with and execute the provisions of any and all present and future rules and regulations, requirements, orders and directions of the New York Board of Fire Underwriters, the New York Fire Insurance Exchange, or if the premises are located in New Jersey of the National Board of Fire Underwriters, the Fire Insurance Rating Organization of N. J., or of any other board or organization exercising or which may exercise similar functions, which may pertain or apply to the operations of the Lessee on the premises, and the Lessee shall, subject to and in accordance with the provisions of Section 15 hereof, make any and all non-structural improvements, alterations or repairs of the premises that may be required at any time hereafter by any such present or future rule, regulation, requirement, order or direction, and if by reason of any failure on the part of the Lessee to comply with the provisions of this subdivision, any fire insurance rate on the premises or any part thereof, or on the Terminal or any part thereof shall at any time be higher than it otherwise would be, then the Lessee shall pay to the Port Authority on demand that part of all fire insurance premiums paid by the Port Authority which shall have been charged because of such violation or failure by the Lessee; (k) unless otherwise expressly permitted so to do, install, maintain or operate, or permit the installation, maintenance or operation on the premises of any vending machine or device designed to dispense or sell food, beverages, tobacco products or merchandise of any kind, whether or not included in the above categories, or of any restaurant, cafeteria, kitchen, stand or other establishment of any type for the preparation, dispensing or sale of food, beverages, tobacco or tobacco products, or of any telephone pay-stations.

SECTION 10. *Maintenance and Repair*

(a) The Lessee shall at all times keep in a clean and orderly condition and appearance the premises and all the Lessee's fixtures, equipment and personal property.

(b) The Lessee shall repair, replace, rebuild and paint all or any part of the Terminal and the premises, including therein, without limitation thereto, walls, partitions, floors, ceilings, columns, windows, doors, glass of every kind, fixtures, systems for the supply of heat, water hot and cold, gas, electricity and fuel and for the furnishing of fire-alarm, fire-protection, sprinkler, sewerage, drainage, air-conditioning, telephone, tele-register, pneumatic-tube dispatch and intercommunication services, including lines, pipes, mains, wires, conduits and equipment connected with or appurtenant to all such systems, which may be damaged or destroyed by the acts or omissions of the Lessee, its officers, members, employees, agents, representatives, contractors, customers, guests, invitees or other persons doing business with it. All non-structural repair, replacement, rebuilding and painting shall be made or done by the Lessee and structural repair, replacement and rebuilding may be made or done by the Port Authority, the cost thereof to be paid by the Lessee on demand.

See Sec. 52(d)

(c) The Lessee shall take good care of the premises, including therein, without limitation thereto, walls, partitions, floors, ceilings, columns, windows, doors, glass of every kind, fixtures and shall make or do all non-structural repairs, replacements, rebuilding and painting necessary to keep the premises

in the condition existing as of the commencement date of the letting and to keep all improvements and fixtures made or installed subsequent to the commencement date of the letting in the condition existing as of the date such improvements are made and such fixtures installed.

(d) In the event the Lessee fails to commence so to make or do non-structural repairs, replacements, rebuilding or painting within a period of ten (10) days after notice from the Port Authority so to do or fails diligently to continue to completion the repair, replacement, rebuilding or painting of all the premises required to be repaired, replaced, rebuilt or painted by the Lessee under the terms of this Agreement, the Port Authority may, at its option, and in addition to any other remedies which may be available to it, repair, replace, rebuild or paint all or any part of the premises included in the said notice, the cost thereof to be paid by the Lessee on demand.

(e) The Lessee shall not lay any linoleum, asphalt tile or other such affixed floor covering in direct contact with the floor of the premises. If the Lessee lays any linoleum, asphalt tile or other such affixed covering on the floor of the premises, an interlining of builder's deadening felt shall first be affixed to the floor with water-soluble paste or other water-soluble material, the use of cement or other adhesive non-soluble in water being expressly prohibited.

(f) The Lessee shall maintain and pay the premiums on a policy of plate and mirror glass insurance covering all plate and mirror glass which is a part of or is located on or in the premises. See S 52(e

(g) In ~~the event that, as a result of any casualty, the premises are damaged, without the fault of~~ the Lessee, its officers, members, employees, agents, representatives, contractors, customers, guests, invitees or other persons doing business with it, so as to render them untenantable in whole or part, then See S 52(f

(1) if in the opinion of the Port Authority the necessary repairs or rebuilding can be completed within ninety (90) days after the occurrence of the damage, the Port Authority shall repair or rebuild with due diligence, and the rental hereunder shall, if so provided in Item 1 of Exhibit B, be abated only for the period from the occurrence of the damage to the completion of the repairs or rebuilding, whether or not the work of repair or rebuilding is actually completed within the said ninety (90) days; or

(2) if in the opinion of the Port Authority such repairs or rebuilding cannot be completed within ninety (90) days after the occurrence of the damage or if the entire premises require rebuilding, then the Port Authority shall have options: (i) to proceed with due diligence to repair or to rebuild as necessary; or (ii) to terminate the letting as to the damaged portion of the premises only, or (iii) to cancel this Agreement and terminate the letting as to the entire premises; and the rental hereunder shall, if so provided in Item 1 of Exhibit B, be abated, either, as the case may require, for the period from the occurrence of the damage to the completion of repairs and rebuilding or for the period from the occurrence of the damage to the effective date of ~~termination.~~

(h) The parties hereby stipulate that if the premises are in the State of New Jersey neither the provisions of Titles 46:8-6 and 46:8-7 of the Revised Statutes of New Jersey nor those of any other similar statute shall extend or apply to this Agreement, and if the premises are in the State of New York, neither the provisions of Section 227 of the Real Property Law of New York nor those of any other similar statute shall extend or apply to this Agreement.

(i) In the event of a partial or total destruction of the premises, the Lessee shall immediately remove any and all of its property and/or debris from the premises or the portion thereof destroyed and if the Lessee does not promptly so remove, the Port Authority may remove such property to a public warehouse for deposit or retain the same in its own possession and sell the same at public auction, the proceeds of which shall be applied first to the expenses of removal, storage and sale, second to any sums owed by the Lessee to the Port Authority, with any balance remaining to be paid to the Lessee; if the expenses of such removal, storage and sale shall exceed the proceeds of sale, the Lessee shall pay such excess to the Port Authority upon demand.

SECTION 11. *Indemnity; Liability Insurance*

(a) The Lessee shall indemnify and hold harmless the Port Authority, its Commissioners, officers, agents and employees from all claims and demands of third persons including but not limited to those for death, for personal injuries, or for property damages, arising out of the use or occupancy of the premises by the Lessee or out of any of the acts or omissions of the Lessee, its officers, members, employees, agents, representatives, contractors, customers, guests, invitees and other persons doing business with it where such acts or omissions are on the premises or arising out of any acts or omissions of the Lessee, its officers, members, employees, agents and representatives where such acts or omissions are elsewhere at the Terminal. See Sec. 52(g)(1)

(b) In addition to the obligations set forth in the above subdivision, the Lessee in its own name as assured shall maintain and pay the premiums on a policy or policies of comprehensive public liability insurance, including products liability, which shall cover its operations hereunder and shall be effective throughout the letting, in limits not lower than those set out in Item 2 of Exhibit B.

See Sec. 52(g)(2)

(c) The Port Authority shall not be named as an insured in any policy of liability insurance required by this Section, unless the Port Authority shall, at any time during the letting, direct otherwise in writing, in which case the Lessee shall cause the Port Authority to be so named. As to any insurance required by the provisions of this or any other Section of this Agreement to be secured by or at the direction of the Lessee, a certified copy of each of the policies or a certificate or certificates evidencing the existence thereof or binders shall be delivered to the Port Authority within ten (10) days after the execution of this Agreement or, in the case of insurance required under the provisions of Section 15, prior to the commencement of the work. In the event any binder is delivered, it shall be replaced within thirty (30) days by a certified copy of the policy or a certificate. Each such copy or certificate shall contain a valid provision or endorsement that the policy may not be cancelled, terminated, changed or modified without giving ten (10) days' written advance notice thereof to the Port Authority. A renewal policy shall be delivered to the Port Authority at least fifteen (15) days prior to the expiration date of each expiring policy, except for any policy expiring after the date of expiration of the letting. If at any time any of the policies shall be or become unsatisfactory to the Port Authority as to form or substance or if any of the carriers issuing such policies shall be or become unsatisfactory to the Port Authority, the Lessee shall promptly obtain a new and satisfactory policy in replacement.

SECTION 12. *Sales and Services by the Lessee*

(a) A principal purpose of the Port Authority in entering into this Agreement is to have available for travelers and other users of the Terminal, all other members of the public, and persons employed at the Terminal, the merchandise and/or services which the Lessee is permitted to sell and/or render hereunder, all for the better accommodation, convenience and welfare of such individuals and in fulfillment of the Port Authority's obligation to operate facilities for the use and benefit of the public, and the Lessee agrees that it will conduct a first class operation and will furnish and install all necessary or proper equipment, fixtures, improvements (subject to Section 15), personnel, supplies, materials and other facilities and replacements therefor and all such fixtures and improvements (except trade fixtures removable without injury to the premises) shall on installation become the property of the Port Authority and a part of the premises, *provided, however,* that the Port Authority shall have the option, exercisable by notice delivered to the Lessee on or before a date sixty (60) days after expiration or termination hereof, to require the Lessee to remove any or all such fixtures, equipment and improvements and to restore the premises to the condition thereof prior to any installation and in the event of a failure on the part of the Lessee so to remove and restore, the Port Authority may do so, and the Lessee shall pay the cost thereof to the Port Authority on demand. All equipment, fixtures and improvements to be used in the premises and the installation thereof shall be subject to the prior written approval of the Port Authority as to type and quality. The Port Authority may by written authorization allow the Lessee to enter and occupy the premises, prior to the commencement date of the letting stated or referred to in Sections 2 or 33, solely for the purpose of installing fixtures and making improvements. In the event that the Lessee receives such written authorization the Lessee shall use and occupy the premises in accordance with and shall be subject to all the provisions of this Agreement other than those relating to the conducting of a business and the payment of rental.

See Sec. 52(g)(3)

(b) The Lessee shall furnish good, prompt and efficient service hereunder, adequate to meet all demands therefor at the Terminal; shall furnish said service on a fair, equal and non-discriminatory basis to all users thereof; and shall charge fair, reasonable and non-discriminatory prices for all items and/or services which it is permitted to sell and/or render hereunder.

(c) The Lessee shall, prior to selling any items or rendering any services hereunder, prepare schedules of prices and rates for said items and services. Such schedules shall be submitted to the Port Authority for its prior written approval as to compliance by the Lessee with its obligations under this Agreement. The Port Authority shall examine such schedules and make such modifications therein as may be necessary. Any changes thereafter in the schedules shall be similarly submitted to the Port Authority for its prior written approval, and, if necessary, modification. All such schedules shall be made available to the public by the Lessee at locations designated from time to time by the Port Authority. The Lessee agrees to adhere to the prices and rates stated in the approved schedules. If the Lessee charges any price or applies any rate in excess of the approved prices or rates, the amount by which the actual price or the charge based on such actual rate deviates from the approved price or a charge based on the approved rates shall constitute an overcharge which will, upon demand of the Port Authority or the Lessee's customer, be promptly refunded to the customer. If the Lessee charges any price or applies any rate which is less than the approved prices or rates, the amount by which the actual price or the

charge based on such a ' rate deviates from the approved price o 'arge based on the approved rates shall constitute an unde. arge and an amount equivalent thereto sh. oe included in any gross receipts hereunder and the percentage rental, if any, shall be payable in respect thereto. Notwithstanding any repayment of overcharges to a customer by the Lessee or any inclusion of undercharges in gross receipts, any such overcharge or undercharge shall constitute a breach of the Lessee's obligations hereunder and the Port Authority shall have all remedies consequent upon breach which would otherwise be available to it at law, in equity or by reason of this Agreement.

(d) In the event that the Lessee in its operations hereunder offers for sale such a variety of items that the submission of schedules, under the preceding subdivision of this Section, is not feasible in the opinion of the Port Authority, then the Lessee shall be under no obligation to submit such schedules of prices but the Lessee shall not then sell any items hereunder at a price other than the manufacturer's or distributor's recommended retail price, *provided, however*, that if the price charged for the same item at any other establishment within the Port of New York District which has any ownership, financial or management connection with the Lessee or any majority stockholder thereof is lower than the manufacturer's or distributor's recommended retail price, the Lessee shall notify the Port Authority in writing of that fact and shall charge only the lower price. If the Lessee wishes to charge a price different from the manufacturer's or distributor's recommended retail price or different from the lower price at any other establishment, as the case may be, then the Lessee shall prepare and submit to the Port Authority schedules therefor in the same manner and subject to the same conditions as set forth in the preceding subdivision of this Section. Any overcharge or undercharge resulting from a breach by the Lessee of its obligations under this subdivision shall be respectively refunded to the customer or included in gross receipts, all in the same manner and subject to the conditions as set forth in the preceding subdivision of this Section for overcharges or undercharges.

(e) The Lessee shall be open for and shall conduct business and furnish services twenty-four hours a day, seven days a week, or for such other hours and days as the Port Authority, from time to time by notice to the Lessee, may determine to properly serve the needs of the public. The determination of proper business hours and days made by the Port Authority shall be controlling.

SECTION 13. *Signs*

(a) Except with the prior written consent of the Port Authority, the Lessee shall not erect, maintain or display any signs or any advertising at or on the exterior parts of the premises or in the premises so as to be visible through the windows or exterior doors thereof.

(b) Upon the expiration or termination of the letting, the Lessee shall remove, obliterate or paint out, as the Port Authority may direct, any and all signs and advertising on the premises or elsewhere at the Terminal if pertaining to the Lessee, and in connection therewith shall restore the premises and the Terminal to the same condition as prior to the placement of any such signs or advertising. In the event that there is a failure by the Lessee so to remove, obliterate or paint out each and every sign or advertising and so to restore the premises and the Terminal, the Port Authority may, at its option, perform the necessary work at the expense of the Lessee, and the charge therefore shall be paid by the Lessee to the Port Authority on demand.

SECTION 14. *Services*

(a) Unless otherwise stated in Item 3 of Exhibit B, the Port Authority, shall, without additional charge, heat the premises to an even and comfortable working temperature during the hours and days stated in said Item 3.

(b) The Port Authority shall also, without additional charge, furnish non-exclusive toilet and washroom facilities for the employees of the Lessee if toilet and washroom facilities are not a part of the premises.

(c) The Port Authority agrees to sell, furnish and supply to the Lessee in the premises and the Lessee agrees to take and pay the Port Authority for the following:

(1) Unless otherwise stated in Item 3 of Exhibit B, electricity, in reasonable quantities, for illumination (all bulbs to be supplied and installed by the Lessee) and power; said electricity unless otherwise specified in said Item 3 to be 60 cycle, alternating current, single phase, at 110 volts, and to be paid for by the Lessee at the rates specified in said Item 3.

(2) Unless otherwise stated in Item 3 of Exhibit B, cold water, in reasonable quantities, of the character furnished by the municipality or utility company supplying in the vicinity and to be paid for by the Lessee at the rates specified in said Item 3.

(3) Unless otherwise stated in Item 3 of Exhibit B, hot water, in reasonable quantities, at the temperature stated in said Item 3 and to be paid for by the Lessee at the rates specified in said Item 3.

(4) Unless otherwise stated in Item 3 of Exhibit B, steam, in reasonable quantities, of the character specified in said Item 3 and to be paid for by the Lessee at the rates specified in said Item 3.

(5) Unless otherwise stated in said Item 3 of Exhibit B, air conditioning sufficient to maintain the premises to the temperature stated in said Item 3 during the hours and days stated in said Item 3 and to be paid for by the Lessee at the rates specified in said Item 3.

(d) The above utilities may be charged for at a flat rate as provided in Item 3 of Exhibit B or at a metered rate as provided in Item 3 of Exhibit B. In the latter event, the quantity thereof shall be measured by a meter or meters installed in the Terminal for that purpose; *provided, however* that, if for any reason any meter fails to record the consumption thereof, the consumption during any such period that the meter is out of service will be considered to be the same as the consumption for a like period immediately before or immediately after the interruption, as selected by the Port Authority.

(e) Charges by the Port Authority for the above services shall be paid for by the Lessee on demand; and, unless otherwise specified in Item 3 of Exhibit B, the services shall be supplied through existing wires, fixtures, conduits outlets pipes or vents if any

(f) If any federal, state municipal or other governmental body, authority or agency or any public utility assesses, levies, imposes, makes or increases any charge fee or rent on the Port Authority for any service, system or utility now or in the future supplied to or available to the premises or to any occupants or users thereof or to the structure or building of which the premises form a part (including but not limited to any sewer rent or charge for the use of sewer systems), the Lessee shall, at the option of the Port Authority exercised at any time and from time to time by notice to the Lessee, pay, in accordance with said notice, such charge, fee or rent or increase thereof (or the portion thereof allocated by the Port Authority to the premises or the Lessee's operations hereunder) either directly to the governmental body, authority or agency or to the public utility or directly to the Port Authority.

(g) Notwithstanding that the Port Authority may have agreed to supply a service hereunder to the Lessee where such service is to be metered, the Port Authority shall be under no obligation to provide or continue any such service if the Port Authority is prevented by law from submetering such service or has agreed with the supplier of such service not to submeter such service.

(h) The Port Authority shall have the right to temporarily discontinue the supply of any of the above services when necessary or desirable in the opinion of the Port Authority in order to make any repairs, alterations, changes or improvements in the premises or elsewhere in the Terminal including all systems for the supply of services.

(i) No failure, delay or interruption in any of the above services shall be or shall be construed to be an eviction of the Lessee, shall be grounds for any diminution or abatement of the rentals payable hereunder, or shall constitute grounds for any claim by the Lessee for damages, consequential or otherwise unless due to the negligence of the Port Authority, its employees or agents. The Lessee shall not be entitled to receive any of the above services during any period during which the Lessee wastes any of the said services or is in default under any of the provisions of this Agreement.

SECTION 15. *Construction by the Lessee*

(a) Except as hereinafter expressly provided, the Lessee shall not erect any structures, make any improvements or do any other construction work on the premises or elsewhere at the Terminal, or alter, modify or make additions, improvements or repairs to or replacements of any structure now existing or built at any time during the letting, or install any fixtures (other than trade fixtures, removable without injury to the premises) without the prior written consent of the Port Authority, and in the event any construction, improvement, alteration, modification, addition, repair or replacement is made without such approval, then, upon notice given at any time during the letting or within sixty (60) days after expiration or termination of the term of the letting, the Lessee will remove the same, or, at the option of the Port Authority, cause the same to be changed to the satisfaction of the Port Authority. In case of any failure on the part of the Lessee to comply with such notice, the Port Authority may effect the removal or change, and the Lessee shall pay the cost thereof to the Port Authority on demand.

(b) In the event that Item 4 of Exhibit B provides that the Lessee is required (or is permitted to) build a structure or make repairs, alterations, improvements or additions to the premises, the structure, repairs, alterations, improvements or additions described in the said Item 4 shall be built or made strictly in accordance with the following terms and conditions:

(1) The Lessee shall, to the extent allowed under the law, be the insurer of the Port Authority, its Commissioners, officers, agents and employees, against the following distinct and several risks, whether they arise from acts or omissions of the Lessee, of the Port Authority, its Commissioners, officers, agents and employees or of third persons, or from acts of God or of the public enemy, or otherwise, excepting only risks which result solely from affirmative, wilful acts done by the Port Authority subsequent to the commencement of the work of construction, repair, alteration, improvement or addition:

(i) The risk of loss or damage to all such required repairs, alterations, additions, improvements, or structures prior to the completion thereof. In the event of such loss or damage, the Lessee shall forthwith repair, replace and make good the work without cost to the Port Authority.

(ii) The risk of death, injury or damage, direct or consequential, to the Port Authority, its Commissioners, officers, agents and employees, and to its or their property, arising out of or in connection with the performance of the work. The Lessee shall indemnify the Port Authority, its Commissioners, officers, agents and employees, for all such deaths, injuries and damages, and for all loss suffered by reason thereof.

(iii) The risk of claims and demands, just or unjust, by third persons against the Port Authority, its Commissioners, officers, agents and employees arising or alleged to arise out of the performance of the work. The Lessee shall indemnify the Port Authority, its Commissioners, officers, agents and employees, against and from all such claims and demands, and for all loss and expense incurred by it and by them in the defense, settlement or satisfaction thereof.

(2) All construction work done pursuant to this Section shall be done in accordance with drawings and specifications to be submitted to and approved by the Chief Engineer of the Port Authority prior to the commencement of the work, shall be done to his satisfaction and shall be subject to his inspection during the progress of such work and after completion thereof; and the Lessee shall re-do or replace at its own expense any work not approved by the said Chief Engineer. Unless otherwise expressly provided herein, all workmanship and materials are required to be first class.

(3) The Lessee shall pay all claims lawfully made against it by its contractors, subcontractors, materialmen and workmen and all claims lawfully made against it by other third persons arising out of or in connection with or because of the performance of the work and shall cause its contractors and subcontractors to pay all such claims lawfully made against them.

(4) The Lessee shall procure and maintain comprehensive public liability insurance, or, if the work is to be done by an independent contractor, the Lessee shall require such contractor to procure and maintain such insurance in the name of the contractor, in either case, in limits not lower than those set forth for such categories of insurance in Item 5 of Exhibit B.

(5) As soon as such structure, repair, alteration, improvement or addition shall have been completed to the satisfaction of the Chief Engineer of the Port Authority, then (subject to the provisions of the following subdivision (c)) title thereto shall immediately and without execution of any further instrument vest in the Port Authority, and every said structure and all such repairs, alterations, improvements or additions, shall thereupon become and thereafter be part of the premises.

(c) The Port Authority shall have the option, exercisable by notice delivered on or before a date sixty (60) days after expiration, cancellation or termination hereof, to require the Lessee to remove any or all such structures, alterations, improvements or additions, and to restore the premises to the condition thereof prior to the construction or installation thereof. In the event of a failure on the part of the Lessee so to remove and restore, the Port Authority may do so, and the Lessee shall pay the cost thereof to the Port Authority on demand.

SECTION 16. *Injury and Damage to Person or Property*

The Port Authority shall not be liable to the Lessee, or to any person, for injury or death to any person or persons whomsoever, or damage to any property whatsoever at any time in the premises or elsewhere in the Terminal, including but not limited to any such injury, death or damage from falling material, water, rain, hail, snow, gas, steam, and/or electricity, whether the same may leak into, or fall, issue, or flow from any part of the Terminal, or from any other place or quarter, unless said damage, injury or death shall be due to the negligence of the Port Authority, its employees or agents.

SECTION 17. *Additional Rent and Charges*

(a) If the Port Authority has paid any sum or sums or has incurred any obligations or expense which the Lessee has agreed to pay or reimburse the Port Authority for, or if the Port Authority is required or elects to pay any sum or sums or incurs any obligations or expense by reason of the failure, neglect or refusal of the Lessee to perform or fulfill any one or more of the conditions, covenants or agreements contained in this Agreement or as a result of an act or omission of the Lessee contrary to the said conditions, covenants and agreements, the Lessee agrees to pay the sum or sums so paid or the expense so incurred, including all interest, costs, damages and penalties, and the same may be added to any installment of rent thereafter due hereunder, and each and every part of the same shall be and become additional rent, recoverable by the Port Authority in the same manner and with like remedies as if it were originally a part of the basic rental, or if there is no basic rental as a part of the percentage rental, all as set forth in Section 4 hereof.

(b) For all pur[illegible]es under this Section and in any suit, acti[illegible]or proceeding of any kind between the parties hereto, any receipt showing any payment of sum or sums by the Port Authority for any work done or material furnished shall be *prima facie* evidence against the Lessee that the amount of such payment was necessary and reasonable. Should the Port Authority elect to use its own operating and maintenance staff in making any repairs, replacements, and/or alterations and to charge the Lessee with the cost of same, any time sheet of any employee of the Port Authority showing hours of labor or work allocated to any such repair, replacement and/or alteration, or any stock requisition of the Port Authority showing the issuance of materials for use in the performance thereof, shall likewise be *prima facia* evidence against the Lessee that the amount of such charge was necessary and reasonable.

SECTION 18. *Rights of Entry Reserved*

(a) The Port Authority, by its officers, employees, agents, representatives and contractors shall have the right at all reasonable times to enter upon the premises for the purpose of inspecting the same, for observing the performance by the Lessee of its obligations under this Agreement, and for the doing of any act or thing which the Port Authority may be obligated or have the right to do under this Agreement or otherwise.

(b) Without limiting the generality of the foregoing, the Port Authority, by its officers, employees, representatives, and contractors, shall have the right, for the benefit of the Lessee or for the benefit of others at the Terminal, to maintain existing and future utilities systems or portions thereof on the premises, including therein without limitation thereto systems for the supply of heat, water hot and cold, gas, electricity and fuel and for the furnishing of fire-alarm, fire-protection, sprinkler, sewerage, drainage, air-conditioning, telephone, telegraph, tele-register, pneumatic-tube dispatch and intercommunication services, and to maintain elevator and escalator systems, including lines, pipes, mains, wires, conduits and equipment connected with or appurtenant to all such systems, and to enter upon the premises at all reasonable times to make such repairs, alterations and replacements as may, in the opinion of the Port Authority, be deemed necessary or advisable and, from time to time, to construct or install over, in, under or through the premises new lines, pipes, mains, wires, conduits and equipment; *provided, however,* that such repair, alteration, replacement or construction shall not unreasonably interfere with the use of the premises by the Lessee.

(c) Nothing in this Section shall or shall be construed to impose upon the Port Authority any obligations so to construct or maintain or to make repairs, replacements, alterations or additions, or shall create any liability for any failure so to do.

(d) At any time and from time to time during ordinary business hours within the six (6) months next preceding the expiration of the letting, the Port Authority, by its agents and employees, whether or not accompanied by prospective lessees, occupiers or users of the premises, shall have the right to enter thereon for the purpose of exhibiting and viewing all parts of the same and during such six-month period the Port Authority may place and maintain on the premises, the usual "To Let" signs, which signs the Lessee shall permit to remain without molestation.

(e) If, during the last month of the letting, the Lessee shall have removed all or substantially all the Lessee's property from the premises, the Port Authority may immediately enter and alter, renovate and redecorate the premises.

(f) No abatement of rental shall be claimed by or allowed to the Lessee by reason of the exercise of any or all of the foregoing rights by the Port Authority or others.

SECTION 19. *Condemnation*

(a) In any action or proceeding instituted by any governmental agency or agencies for the taking for a public use of any interest in all or any part of the premises, the Lessee shall not be entitled to assert any claim to any award or part thereof made or to be made therein, or to institute any action or proceeding or to assert any claim against such agency or agencies or against the Port Authority, for or on account of any such taking, except the possible claim to an award for loss of fixtures furnished and installed by the Lessee (and for the purpose of such possible claim alone, title to such fixtures shall revert to the Lessee), it being understood and agreed between the Port Authority and the Lessee that, except for the possible claim to an award for loss of fixtures, the Port Authority shall be entitled to all the compensation or awards made or to be made or paid for any such taking, free of any claim or right of the Lessee.

(b) In the event of a taking of the entire premises by any governmental agency or agencies, then this Agreement shall be cancelled and the letting shall, as of the date possession is taken from the Port Authority by such agency or agencies, cease and determine in the same manner and with the same effect as if the term of the letting had on that date expired.

(c) In the event of a taking by any governmental agency or agencies of a part of the premises, then the letting as to such part only shall, as of the date possession thereof is taken from the Port Authority by such agency or agencies, cease and determine, and the rentals thereafter to be paid by the Lessee to the Port Authority shall, if so provided in Item 1 of Exhibit B, be abated from and after the date of such taking.

SECTION 20. *Assignment and Sublease*

(a) The Lessee shall not assign, sell, convey, transfer, mortgage, or pledge this Agreement, or the letting, or any part thereof. See S 52(h

(b) The Lessee shall not sublet the premises or any part thereof.

(c) If the Lessee assigns, sells, conveys, transfers, mortgages, pledges or sublets in violation of subdivisions (a) or (b) of this Section or if the premises are occupied by anybody other than the Lessee, the Port Authority may collect rent from any assignee, sublessee or anyone who claims a right to this Agreement or letting or who occupies the premises, and shall apply the net amount collected to the rental herein reserved; and no such collection shall be deemed a waiver by the Port Authority of the covenants contained in subdivisions (a) and (b) of this Section nor an acceptance by the Port Authority of any such assignee, sublessee, claimant or occupant as Lessee, nor a release of the Lessee by the Port Authority from the further performance by the Lessee of the covenants contained herein.

(d) The Lessee shall not use, or permit any person to use, the premises or any portion thereof, except for the purposes set forth in Section 3 hereof.

SECTION 21. *Termination*

(a) If any one or more of the following events shall occur, that is to say:

(1) The Lessee shall become insolvent, or shall take the benefit of any present or future insolvency statute, or shall make a general assignment for the benefit of creditors, or file a voluntary petition in bankruptcy or a petition or answer seeking an arrangement or its reorganization or the readjustment of its indebtedness under the federal bankruptcy laws or under any other law or statute of the United States or of any State thereof, or consent to the appointment of a receiver, trustee, or liquidator of all or substantially all its property; or

(2) By order or decree of a court the Lessee shall be adjudged bankrupt or an order shall be made approving a petition filed by any of the creditors or, if the Lessee is a corporation, by any of the stockholders of the Lessee, seeking its reorganization or the readjustment of its indebtedness under the federal bankruptcy laws or under any law or statute of the United States or of any State thereof; or

(3) A petition under any part of the federal bankruptcy laws or an action under any present or future insolvency law or statute shall be filed against the Lessee and shall not be dismissed within thirty (30) days after the filing thereof; or See S 52(i

(4) The letting hereunder or the interest or estate of the Lessee under this Agreement shall be transferred to, pass to or devolve upon, by operation of law or otherwise, any other person, firm or corporation; or

(5) The Lessee, if a corporation, shall, without the prior written approval of the Port Authority, become a possessor or merged corporation in a merger, a constituent corporation in a consolidation, or a corporation in dissolution; or See S 52(j

(6) The Lessee is, or the Lessees collectively are doing business as, or constitute a copartnership, and the said copartnership shall be dissolved as the result of any act or omission of its copartners or any of them, or by operation of law or the order or decree of any court having jurisdiction, or for any other reason whatsoever; or

(7) By or pursuant to, or under authority of any legislative act, resolution or rule, or any order or decree of any court or governmental board, agency or officer having jurisdiction, a receiver, trustee, or liquidator shall take possession or control of all or substantially all of the property of the Lessee, and such possession or control shall continue in effect for a period of fifteen (15) days; or See S 52(i

~~(8) Any type of strike or other labor activity is directed against the Lessee at the Terminal~~ resulting in picketing or boycott for a period of at least forty-eight ~~(48) hours~~ which, in the opinion of the Port Authority, adversely ~~affects or is likely~~ adversely to affect the operation of the Terminal or the ~~operations of other~~ lessees or licensees thereat, whether or not the same is due to ~~the fault of the Lessee, and whether caused by the employees of the Lessee or by others, or~~ See S 52(i) Sec.

(9) Any lien is filed against the premises because of any act or omission of the Lessee and is not removed within ten (10) days; or

(10) The Lessee shall voluntarily abandon, desert, vacate or discontinue its operations in the premises; or

(11) The Lessee shall fail duly and punctually to pay the rentals or to make any other payment required hereunder when due to the Port Authority; or

(12) The Lessee shall fail to keep, perform and observe each and every other promise, covenant and agreement set forth in this Agreement on its part to be kept, performed or observed, within ten (10) days after receipt of notice of default thereunder from the Port Authority (except where fulfillment of its obligation requires activity over a period of time, and the Lessee shall have commenced to perform whatever may be required for fulfillment within ten (10) days after receipt of notice and continues such performance without interruption except for causes beyond its control);

See Sec. 52(i)

then upon the occurrence of any such event or at any time thereafter during the continuance thereof, the Port Authority may by five (5) days' notice terminate the letting and the rights of the Lessee hereunder, such termination to be effective upon the date specified in such notice. Such right of termination and the exercise thereof shall be and operate as a conditional limitation.

See Sec. 52(i)

(b) If any of the events enumerated in subdivision (a) of this Section shall occur prior to the letting, the Lessee shall not be entitled to enter into possession of the premises and the Port Authority upon the occurrence of any such event or at any time thereafter during the continuance thereof by twenty-four hours' notice may cancel the interest of the Lessee under this Agreement, such cancellation to be effective upon the date specified in such notice.

(c) No acceptance by the Port Authority of rentals, fees, charges or other payments in whole or in part for any period or periods after a default of any of the terms, covenants and conditions to be performed, kept or observed by the Lessee shall be deemed a waiver of any right on the part of the Port Authority to terminate the letting.

(d) No waiver by the Port Authority of any default on the part of the Lessee in performance of any of the terms, covenants or conditions hereof to be performed, kept or observed by the Lessee shall be or be construed to be a waiver by the Port Authority of any other or subsequent default in performance of any of the said terms, covenants and conditions.

SECTION 22. *Right of Re-entry*

The Port Authority shall, as an additional remedy upon the giving of a notice of termination as provided in Section 21 hereof, have the right to re-enter the premises and every part thereof upon the effective date of termination without further notice of any kind, and may regain and resume possession either with or without the institution of summary or any other legal proceedings or otherwise. Such re-entry, or regaining or resumption of possession, however, shall not in any manner affect, alter or diminish any of the obligations of the Lessee under this Agreement, and shall in no event constitute an acceptance of surrender.

SECTION 23. *Waiver of Redemption*

The Lessee hereby waives any and all rights of redemption, granted by or under any present or future law, arising in the event it is evicted or dispossessed for any cause, or in the event the Port Authority obtains or retains possession of the premises in any lawful manner.

SECTION 24. *Survival of the Obligation of the Lessee*

(a) In the event that the letting shall have been terminated in accordance with a notice of termination as provided in Section 21 hereof, or the interest of the Lessee cancelled pursuant thereto, or in the event that the Port Authority has re-entered, regained or resumed possession of the premises in accordance with the provisions of Section 22 hereof, all the obligations of the Lessee under this Agreement shall survive such termination or cancellation, re-entry, regaining or resumption of possession and shall remain in full force and effect for the full term of this Agreement, and the amount or amounts of damages or deficiency shall become due and payable to the Port Authority to the same extent, at the same time or times and in the same manner as if no termination, cancellation, re-entry, regaining or resumption of possession had taken place. The Port Authority may maintain separate actions each month to recover the damage or deficiency then due or at its option and at any time may sue to recover the full deficiency less the proper discount, for the entire unexpired term.

(b) The amount of damages for the period of time subsequent to termination or cancellation (or re-entry, regaining or resumption of possession) shall be:

(1) On account of the Lessee's basic rental obligation, the amount of the total of all annual basic rentals, less the installments thereof payable prior to the effective date of termination except that the credit to be allowed for the installment payable on the first day of the month in which the termination is effective shall be prorated for the part of the month the letting remains in effect, on the basis of a 30-day month;

(2) On account of the Lessee's percentage rental obligation in the event that a basic rental is also reserved under this Agreement, an amount equal to the percentage stated in Item 1 of Exhibit B applied to the amount of gross receipts in excess of the annual exemption amount or amounts, which gross receipts would have been received by the Lessee during the balance of the term if there had been no termination or cancellation (or re-entry, regaining or resumption of possession), and for the purpose of calculation hereunder (i) the said amount of gross receipts shall be derived by multiplying the number of days in the balance of the term originally fixed, by the Lessee's average daily gross receipts; (ii) the average daily gross receipts shall be the total actual gross receipts of the Lessee during that part of the effective period of the letting (including all annual periods falling within the effective period) in which no abatement was in effect, divided by the number of days included in such part of the effective period; (iii) the annual exemption amount for any period of less than a year shall be the product of the original annual exemption amount multiplied by a fraction, the numerator of which shall be the number of days from the effective date of termination to the end of the annual period and the denominator shall be 365;

See S 52 (k

(3) On account of the Lessee's percentage rental obligation in the event that no basic rental is reserved under this Agreement, an amount equal to the percentage stated in Item 1 of Exhibit B applied to the amount of gross receipts which would have been received by the Lessee during the balance of the term if there had been no termination or cancellation (or re-entry, regaining or resumption of possession), and for the purpose of calculation hereunder (i) the said amount of gross receipts shall be derived by multiplying the number of days in the balance of the term originally fixed, by the Lessee's average daily gross receipts; (ii) the average daily gross receipts shall be the total actual gross receipts of the Lessee during that part of the effective period of the letting (including all annual periods falling within the effective period) divided by the number of days included in such part of the effective period.

(c) It is understood and agreed that the statement of damages under the preceding subdivision (b) shall not affect or be construed to affect the Port Authority's right to damages in the event of termination or cancellation (or re-entry, regaining or resumption of possession) where the Lessee has not received any actual gross receipts under this Agreement.

SECTION 25. *Reletting by the Port Authority*

The Port Authority, upon termination or cancellation pursuant to Section 21 hereof, or upon any re-entry, regaining or resumption of possession pursuant to Section 22 hereof, may occupy the premises or may relet the premises, and shall have the right to permit any person, firm or corporation to enter upon the premises and use the same. Such reletting may be of part only of the premises or of the premises or a part thereof together with other space, and for a period of time the same as or different from the balance of the term hereunder remaining, and on terms and conditions the same as or different from those set forth in this Agreement. The Port Authority shall also, upon termination or cancellation pursuant to the said Section 21, or upon its re-entry, regaining or resumption of possession pursuant to the said Section 22, have the right to repair or to make structural or other changes in the premises, including changes which alter the character of the premises and the suitability thereof for the purposes of the Lessee under this Agreement, without affecting, altering or diminishing the obligations of the Lessee hereunder. In the event either of any reletting or of any actual use and occupancy by the Port Authority (the mere right to use and occupy not being sufficient however) there shall be credited to the account of the Lessee against its survived obligations hereunder any net amount remaining after deducting from the amount actually received from any lessee, licensee, permittee or other occupier in connection with the use of the said premises or portion thereof during the balance of the letting as the same is originally stated in this Agreement, or from the market value of the occupancy of such portion of the premises as the Port Authority may during such period actually use and occupy, all expenses, costs and disbursements incurred or paid by the Port Authority in connection therewith. No such reletting shall be or be construed to be an acceptance of surrender.

SECTION 26. *Thirty Day Termination*

(a) The Port Authority shall have the right to terminate this Agreement and the letting hereunder, without cause, at any time, on thirty (30) days' notice to the Lessee. In the event of termination pursuant to this Section, this Agreement and the letting hereunder shall cease and expire as if the effective date of termination stated in the notice were the date originally stated herein for the expiration of this Agreement.

(b) The Lessee is obligated by this Agreement to furnish and install all fixtures and equipment and make all improvements in the premises, necessary or proper for its operations hereunder. In the event of termination by the Port Authority under this Section, the Port Authority shall pay the Lessee a *pro rata* share of the Lessee's cost in supplying and installing all such fixtures and equipment and making all such improvements excluding any replacements thereof. The cost and the *pro rata* share thereof shall be ascertained as stated in Item 6 of Exhibit B, *provided, however,* that tender of payment of said prorated cost by the Port Authority to the Lessee shall not be prerequisite to the exercise of the right of termination under this Section, but the Lessee shall be entitled to 4% interest per annum on said prorated cost for the period between the effective date of termination and the date of tender of payment (excluding any portion of the period prior to the rendering by the Lessee to the Port Authority of a statement and other documents of cost). On the payment by the Port Authority of said prorated cost and any interest due thereon, all fixtures, equipment and improvements including replacements furnished by the Lessee in the premises and all interest of the Lessee therein which have not already become the property of the Port Authority shall be and become the property of the Port Authority and the Lessee shall execute any and all instruments necessary to transfer title to any such interest, *provided, however,* that the Port Authority may by notice relinquish its right to any such fixtures, equipment or improvements and the provisions of Sections 12, 15 and 28 shall apply thereto.

SECTION 27. *Remedies to Be Non-exclusive*

All remedies provided in this Agreement shall be deemed cumulative and additional and not in lieu of or exclusive of each other or of any other remedy available to the Port Authority at law or in equity.

SECTION 28. *Surrender*

(a) The Lessee covenants and agrees to yield and deliver peaceably to the Port Authority possession of the premises on the date of the cessation of the letting, whether such cessation be by termination, expiration or otherwise, promptly and in good condition such reasonable wear excepted as would not adversely affect or interfere with a first-class, efficient and proper operation such as is required under this Agreement.

(b) Subject to the provision of Sections 12 and 26 the Lessee shall have the right at any time during the letting to remove its equipment, inventories, removable fixtures and other personal property from the premises. If the Lessee shall fail to remove its property on or before the termination or expiration of the letting, the Port Authority may remove such property to a public warehouse for deposit or retain the same in its own possession, and sell the same at public auction, the proceeds of which shall be applied first to the expenses of removal, storage and sale, second to any sums owed by the Lessee to the Port Authority, with any balance remaining to be paid to the Lessee; if the expenses of such removal, storage and sale shall exceed the proceeds of sale, the Lessee shall pay such excess to the Port Authority upon demand.

SECTION 29. *Acceptance of Surrender of Lease*

No agreement of surrender or to accept a surrender shall be valid unless and until the same shall have been reduced to writing and signed by the duly authorized representatives of the Port Authority and of the Lessee. Except as expressly provided in this Section, neither the doing of, nor any omission to do, any act or thing, by any of the officers, agents or employees of the Port Authority, shall be deemed an acceptance of a surrender of the letting or of this Agreement.

SECTION 30. *Requirement of Deposit or Bond*

(a) Unless Item 7 Exhibit B indicates that no deposit is required, then, prior to the commencement of the letting, the Lessee shall deposit with the Port Authority the sum stated in the said Item 7, in negotiable bonds of the United States of America, or of The Port of New York Authority or in cash, as security for the full, faithful and prompt performance of and compliance with, on the part of the Lessee, all the covenants, terms and conditions of this Agreement on its part to be fulfilled, kept, performed and observed. The said cash or bonds shall remain on deposit with the Port Authority throughout the letting. If bonds are deposited, the fair market value thereof shall be equivalent at the time of the deposit to the sum stated in the said Item 7; and, if at any time throughout the letting the fair market value thereof declines, the Lessee shall, upon ten (10) days' notice from the Port Authority, deposit additional bonds to the extent necessary to maintain the sum stated in the said Item 7. In addition to any and all other remedies available to it under this Agreement or otherwise, the Port Authority shall have the right, at its option at any time and from time to time, to use the deposit or any part thereof in whole or partial satisfaction of any of its claims or demands against the Lessee. There shall be no obligation on the Port Authority to exercise such right, and neither the existence of such right nor the holding of the deposit itself shall cure any default or breach on the part of the Lessee. In the event that the Port Authority shall at any time or times so use the deposit or a part thereof, the Lessee shall, on demand of the Port Authorityand within two (2) days thereafter, deposit with the Port Authority additional bonds satisfactory to the Port Authority or additional cash so as to maintain the deposit at all times to the full amount stated in the said Item 7; all such additional deposits shall be subject to all the conditions of this Section. After the expiration of the letting and upon written request therefor by the Lessee, the Port Authority will return the deposit to the Lessee, less the amount of any and all unpaid claims and damages of the Port Authority under this Agreement. Upon a termination of the letting, the Port Authority may, at its option, retain the deposit until the date fixed in Section 2 hereof for the expiration of the letting (or until the final date of any extended term, as the case may be) and shall thereafter upon demand of the Lessee return the same to the Lessee less the amount of any and all unpaid claims and damages, including but not limited to estimated damages of the Port Authority under this Agreement. The Lessee agrees that it will not assign, mortgage or encumber the deposit. The Lessee may collect or receive annually any interest or income earned on bonds and interest paid on cash deposited in interest-bearing bank accounts less any part thereof or amount which the Port Authority is or may hereafter be entitled or authorized by law to retain or to charge in connection therewith, whether as or in lieu of administrative expense or custodial charge, or otherwise, provided, however, that the Port Authority shall not be obligated by this provision to place or to keep cash deposited hereunder in interest-bearing bank accounts. Without limiting the foregoing provisions of this Section, with respect to any bonds deposited by the Lessee, the Port Authority shall have the right, in order to satisfy any of its claims or demands against the Lessee, to sell the same in whole or in part, at any time and from time to time, with or without prior notice, at public or private sale, all as determined by the Port Authority together with the right to purchase the same at such sale free of any claims, equities or rights of redemption of the Lessee. The Lessee hereby waives any right to participate therein or any right to prior notice or demand of the amount or amounts of the Port Authority's claims or demands against the Lessee. The proceeds of any such sale shall be applied by the Port Authority first to the costs and expenses of the sale (including but not limited to any advertising or commission expenses) and then to the amounts due the Port Authority from the Lessee. Any balance remaining shall be retained in cash toward bringing the security deposit to the sum specified in said Item 7 provided that this shall not relieve the Lessee from maintaining the deposit in the full amount stated in said Item 7.

(b) Unless Item 8 of Exhibit B indicates that no performance bond is required, the Lessee shall furnish and pay the premium for a bond in the sum stated in the said Item 8, conditioned upon the full, faithful and prompt performance of and compliance with, on the part of the Lessee, all the covenants, terms and conditions of this Agreement on its part to be fulfilled, kept, performed and observed. The bond so furnished shall be in the form attached hereto, hereby made a part hereof and marked "Exhibit U", shall be effective throughout the letting and shall be made either by a surety company or companies qualified to carry on a surety business in the State of New Jersey if the premises are in New Jersey or in the State of New York if the premises are in New York, and satisfactory to the Port Authority or by an individual or individuals satisfactory to the Port Authority.

(c) In the event Items 7 and 8 of Exhibit B indicate that both a deposit and a performance bond are required, the Lessee shall, unless said Items 7 and 8 state otherwise, have the option of fulfilling either the provisions of subdivision (a) or those of subdivision (b) of this Section.

Section 31. *Brokerage*

The Lessee represents and warrants that no broker has been concerned in the negotiation of this Agreement and that there is no broker who is or may be entitled to be paid a commission in connection therewith. The Lessee shall indemnify and save harmless the Port Authority of and from any claim for commission or brokerage made by any and all persons, firms or corporations whatsoever for services in connection with the negotiation and execution of this Agreement.

SECTION 32. *Limitation of Rights and Privileges Granted*

No greater rights or privileges with respect to the use of the premises or any part thereof or with respect to the Terminal are granted or intended to be granted to the Lessee by this Agreement, or by any provision thereof, than the rights and privileges expressly granted hereby.

~~SECTION 33. Letting Postponed~~

The Lessee recognizes that, at the time of execution of this Agreement, the premises may be occupied by another or may be under construction, alteration or improvement by the Port Authority or that the Port Authority may intend to do or make such construction, alteration or improvement and that as a result the premises may not be ready for occupancy on the commencement date stated in Section 2 hereof. In the event that the premises are not ready for occupancy on said commencement date, the term of the letting under this Agreement shall commence on a date designated by the Port Authority on ten (10) days' notice to the Lessee, but not later than the date stated in Item 9 of Exhibit B; and, in the event that the commencement date shall be postponed hereunder, then the expiration date as stated in Section 2 shall also be postponed by a period of time equivalent to the period intervening between the commencement date stated in Section 2 and the actual commencement date as designated pursuant to this Section. In the event that the premises are not ready for occupancy on or before the date stated in Item 9 of Exhibit B, then this Agreement shall be cancelled and each party shall release and does hereby release the other party of and from any and all claims or demands based on this Agreement or any breach or alleged breach thereof. Nothing contained in this Section shall impose or shall be construed to impose on the Port Authority any obligation to perform ~~construction or make alterations or improvements.~~

ee ec. 0(b) and Sec. 2(1)

SECTION 34. *Changes in the Terminal*

The Port Authority shall have the right at any time and from time to time prior to and during the letting, in the interest of the efficient operation of the Terminal, to close, move or alter any common way in the Terminal, including but not limited to entrances, exits, passages, halls, corridors, aisles, stairways, elevators or escalators, or to restrict or change the traffic on or through any such common way; and no such action by the Port Authority shall release the Lessee from any of its obligations under this Agreement.

SECTION 35. *Relationship of the Parties*

This Agreement does not constitute the Lessee the agent or representative of the Port Authority for any purpose whatsoever. Neither a partnership nor any joint adventure is hereby created, notwithstanding the fact that all or a portion of the rental to be paid hereunder may be determined by gross receipts from the operations of the Lessee hereunder.

SECTION 36. *Notices*

All notices (including but not limited to permissions, requests, consents, designations, notifications, reports and approvals) given or required to be given to or by either party shall be in writing and all such notices shall be telegraphed or personally delivered to the party or to the duly designated officer or representative of such party or shall be delivered to an office of such party, officer or representative during regular business hours, or delivered to the residence of such party, officer or representative or delivered to the premises, or forwarded to him or to the party at the office or residence address by registered mail. The Lessee shall designate an office within the Port of New York District and an officer or representative whose regular place of business is at such office. Until further notice, the Port Authority hereby designates its Executive Director and the Lessee hereby designates the person whose name appears on the first page of this Agreement as their respective officers or representatives upon whom such notices may be served, and the Port Authority designates its office at ~~111 Eighth Avenue, New York 11, New York,~~ and the Lessee designates its office, the address of which is set forth on the first page of this Agreement, as their respective offices where such notices may be served.

*One World Trade Center,
New York, New York 10048

SECTION 37. *Place of Payments*

All payments required of the Lessee by this Agreement shall be made at the office of the Treasurer of the Port Authority, ~~111 Eighth Avenue, New York 11, New York~~ One World Trade Center, New York, New York 10048, or to such other officer or address as may be substituted therefor.

SECTION 38. *Quiet Enjoyment*

The Port Authority covenants and agrees that as long as it remains the owner of the Terminal, the Lessee, upon paying all rentals hereunder and performing all the covenants, conditions and provisions of this Agreement on its part to be performed, shall and may peaceably and quietly have, hold and enjoy the premises free of any act or acts of the Port Authority except as expressly permitted in this Agreement.

SECTION 39 *Headings*

The section headings and the paragraph headings, if any, are inserted only as a matter of convenience and for reference, and in no way define, limit or describe the scope or intent of any provision hereof.

SECTION 40. *Construction and Application of Terms*

(a) Wherever in this Agreement a third person singular neuter pronoun or adjective is used, referring to the Lessee, the same shall be taken and understood to refer to the Lessee, regardless of the actual gender or number thereof.

(b) Whenever in this Agreement, the Lessee is placed under an obligation or covenants to do or to refrain from or is prohibited from doing, or is entitled or privileged to do, any act or thing, the following shall apply:

(1) If the Lessee is a corporation, its obligations shall be performed or its rights or privileges shall be exercised only by its officers and employees; or

(2) If the Lessee is an unincorporated association or a business or "Massachusetts" trust, the obligation shall be that of its members or trustees, as well as of itself, and shall be performed only by its members or trustees, and officers and employees, and the rights or privileges shall be exercised only by its members or trustees, and its officers and employees; or

(3) If the Lessee is a copartnership, the obligation shall be that of its partners and shall be performed only by its partners and employees and the rights or privileges shall be exercised only by its partners and employees; or

(4) If the Lessee is an individual, the obligations shall be that of himself (or herself) and shall be performed only by himself (or herself) and his (or her) employees and the rights or privileges shall be exercised only by himself (or herself) and his (or her) employees.

(5) None of the privileges of this subdivision (b) shall be taken to alter, amend or diminish any obligation of the Lessee assumed in relation to its invitees, customers, agents, representatives, contractors or other persons, firms or corporations doing business with it.

(c) In the event that more than one individual or other legal entity are the Lessee under this Agreement, then and in that event each and every obligation under this Agreement shall be the joint and several obligation of each such individual or other legal entity.

(d) The Lessee's representative, hereinbefore specified (or such substitute as the Lessee may hereafter designate in writing) shall have full authority to act for the Lessee in connection with this Agreement and any things done or to be done hereunder, and to execute on the Lessee's behalf any amendments or supplements to this Agreement or any extension thereof.

SECTION 41. *Non-Liability of Individuals*

Neither the Commissioners of the Port Authority nor any of them, nor any officer, agent or employe thereof, shall be charged personally by the Lessee with any liability or held liable to it under any term or provision of this Agreement, or because of its execution or attempted execution, or because of any breach or attempted or alleged breach thereof.

SECTION 42. *Definitions*

The following terms, when used in this Agreement, shall have the respective meanings given below:

(a) "Letting" shall mean the letting under this Agreement for the original term stated herein, and shall include any extensions thereof which may be made pursuant to the provisions of this Agreement.

(b) "Terminal" shall mean:

(1) if the premises are located in the Newark Union Motor Truck Terminal, the building known as the Union Terminal Freight Station No. 3, north of Delancy Street, east of New Jersey State Highway Route 25, and south of Bears Stadium, in The City of Newark, County of Essex, State of New Jersey and buildings or other structures in the vicinity which may be used for motor truck terminal purposes;

(2) if the premises are located in the Port Authority Bus Terminal, the building bounded by 40th and 41st Streets, 8th and 9th Avenues, in the City, County and State of New York; and

See Sec. 52 (m)

(3) if the premises are located in the New York Union Motor Truck Terminal, the building known as Union Terminal Freight Station No. 2, bounded by Spring, Washington, West Houston and Greenwich Streets in the City, County and State of New York and buildings or other structures in the vicinity which may be used for motor truck terminal purposes.

(c) "Gross receipts" shall include all monies paid or payable to the Lessee for sales made and for services rendered at or from the Terminal, regardless of when or where the order therefor is received, and outside the Terminal, if the order therefor is received at the Terminal, and any other revenues of any type arising out of or in connection with the Lessee's operations at the Terminal, *provided, however*, that any taxes imposed by law which are separately stated to and paid by a customer and directly payable to the taxing authority by the Lessee, shall be excluded therefrom.

(d) "Causes or conditions beyond the control of the Port Authority", shall mean and include acts of God, the elements, weather conditions, tides, earthquakes, settlements, fire, acts of Governmental authority, war, shortage of labor or materials, acts of third parties for which the Port Authority is not responsible, injunctions, labor troubles or disputes of every kind (including all those affecting the Port Authority, its contractors, suppliers or subcontractors) or any other conditions or circumstances, whether similar to or different from the foregoing (it being agreed that the foregoing enumeration shall not limit or be characteristic of such conditions or circumstances) which is beyond the control of the Port Authority or which could not be prevented or remedied by reasonable effort and at reasonable expense.

Section 43. Gre e Traps and Ventilation Du.s

Without in anywise limiting the Lessee's other obligations under this Agreement, the Lessee shall supply, replace, install, repair, maintain and keep clean all grease traps in all drainage pipes exclusively used by it in its operations hereunder whether such pipes are located on the premises or elsewhere at the Terminal. The Lessee shall also keep clean, repair and maintain (other than structurally) all ventilation ducts including the replacement of all filters where such ducts are exclusively used by it in its operations hereunder and whether such ducts are located on the premises or elsewhere at the Terminal.

Section 44. Limitation on the Supply of Services

Notwithstanding that the Port Authority may have agreed to supply any service under Section 14 of this Agreement, the Port Authority shall be under no obligation to supply any such service if and to the extent and during any period that the supplying of any such service or the use of any component necessary therefor shall be prohibited or rationed by any federal, state or municipal law, rule, regulation, requirement, order or direction and if the Port Authority deems it in the public interest to comply therewith, even though such law, rule, regulation, requirement, order or direction may not be mandatory on the Port Authority as a public agency. If by operation of this Section any service for which the Lessee has agreed to pay a flat sum in Section 14 is discontinued for any period of the letting, the Lessee shall be relieved of its obligation to pay for such service for any such period or if any such service is supplied during fewer hours or in lesser amounts than agreed during any period of the letting, the Lessee shall be relieved proportionately of its obligation to pay for any such service for any such period.

Section 45. Governmental Compliance

In the event that all or any portion of the premises is required by the Port Authority to comply with any present or future governmental law, rule, regulation, requirement, order or direction, the Port Authority shall give the Lessee notice that all or any such portion of the premises is so required and the Lessee shall deliver all or any such portion of the premises so required on the date specified in such notice and, if the Lessee does not so deliver, the Port Authority may take the same. No such taking or delivery shall be or be construed to be an eviction of the Lessee or a breach of this Agreement. In the event that the Lessee has received a notice hereunder it shall deliver all or any such portion of the premises so required in the same condition as that required hereunder for the delivery of the premises on the cessation of the letting. In the event of the taking or delivery of all the premises, this Agreement and the letting hereunder shall on the day of such taking or delivery cease and expire as if that day were the date, originally stated herein for the expiration of this Agreement; and, in the event of the taking or delivery of any portion of the premises, then, from and after such taking or delivery, such portion of the premises shall cease to be a part of the premises hereunder. There shall be an abatement of the rental in the event of any such taking or delivery of a portion of the premises if so provided in Item 1 of Exhibit B.

Section 46. Extermination Service

The Lessee shall pay the Port Authority, upon demand, the cost of extermination service, if any, actually provided by the Port Authority in the enclosed portion of the premises, provided, however, that the Port Authority shall not be required hereby to furnish such service.

Section 47. Force Majeure

The Port Authority shall not be liable for any failure, delay or interruption in performing its obligations hereunder due to causes or conditions beyond the control of the Port Authority. Further, the Port Authority shall not be liable unless the failure, delay or interruption shall result from failure on the part of the Port Authority to use reasonable care to prevent or reasonable efforts to cure such failure, delay or interruption.

Section 48. Other Agreements

The Lessee shall not, by virtue of the execution of this Agreement be released or discharged from any obligations or liabilities whatsoever under any other agreements with the Port Authority.

Section 49. Premises

The Lessee acknowledges that it has not relied upon any representation or statement of the Port Authority or its Commissioners, officers, employees or agents as to the condition of the premises or the suitability thereof for the operations permitted on the premises by this Agreement. Without limiting any obligation of the Lessee to commence operations hereunder at the time and in the manner stated elsewhere in this Agreement, the Lessee agrees that no portion of the premises will be used initially or at any time during the letting which is in a condition unsafe or improper for the conduct of the Lessee's operations hereunder so that there is a possibility of injury of damage to life or property. For all purposes of this Agreement the premises hereunder (notwithstanding any statement elsewhere in this Agreement of any rule for the measurement of the area thereof) shall be deemed to include all of the enclosing partitions, and the adjacent exterior building walls and glass to and including the exterior surface thereof.

Section 50. Commencement Date and Term of the Letting

(a) The term of the letting under this Agreement shall commence at 12:01 o'clock A.M. on the earliest of the following dates:

(i) Ninety (90) days subsequent to the date designated by notice to the Lessee from the Port Authority as the date on which the premises are available for the commencement therein by the Lessee of the improvement, finishing and installation work described in Section 51 hereof; or

(ii) such earlier date following completion by the Lessee of the improvement, finishing and installation work described in Section 51 hereof as the Port Authority may designate to the Lessee as the date on which public operations may be commenced in the premises;

provided, however, that in no event shall the term of the letting under this Agreement commence prior to the Space Shift Date as such date is determined under the provisions of Supplement No. 24 to Agreement No. BT-G-1, an agreement made as of April 10, 1978 between the Port Authority and Greyhound Lines, Inc., a corporation wholly owned by The Greyhound Corporation (which agreement is sometimes hereinafter called "the License Agreement"). In the event that date set forth in either subparagraph (i) or (ii) above shall occur prior to the Space Shift Date, then the term of the letting under this Agreement shall commence on the Space Shift Date. The term of the letting under this Agreement shall expire, unless sooner terminated, at 11:59 o'clock P.M. on April 30, 1994.

(b) The Lessee recognizes and understands that the giving of notification by the Port Authority under paragraph (a)(i) above shall not be deemed to authorize the Lessee to commence any work in the premises unless the Port Authority's final approval of the Construction Application and plans and specifications referred to in Section 51 has been obtained by the Lessee. The Lessee further recognizes that its obligation to pay basic rental shall commence on the commencement date of the letting established pursuant to the provision of paragraph (a) above whether or not the Lessee is then conducting any public operations in the premises.

(c) In the event the Port Authority has not given the Lessee the written notification contemplated in paragraph (a)(i) above on or before October 7, 1980, or in the event that pursuant to the provisions of Supplement No. 24 to the License Agreement the Space Shift Date has not occurred on or before January 5, 1981, then and in such event this Agreement and the letting hereunder shall be deemed cancelled effective as of October 7, 1980 or January 5, 1981, as the case may be, with the same effect as expiration and each party shall and does hereby release and discharge the other party of and from any claims or demands based on this Agreement or the proposed letting to be covered hereunder or any breach or alleged breach thereof.

Section 51. Construction by the Lessee

(a) The Port Authority shall deliver the premises to the Lessee in a completely unfinished condition as more particularly described in Schedule D attached to and made a part of this Agreement, and utility lines will be provided by the Port Authority to a point on the perimeter of the premises or off the premises at wet columns or closets all as determined by the Port Authority. The Lessee shall perform at its sole cost and expense all other work required to finish off and decorate the premises. The Lessee shall submit to the Port Authority for its approval a Construction Application in the form supplied by the Port Authority and containing such terms and conditions as the Port Authority may include, setting forth in detail and by appropriate plans and specifications the construction and installation work proposed by the Lessee to finish off and decorate the premises and the manner of and time periods for performing the same. The data to be supplied by the Lessee shall describe in detail the fixtures, equipment and systems to be installed by the Lessee including those for the emission, handling and distribution of heat, air-conditioning, domestic hot and cold water and electrical and other systems and shall show the proposed method of tying in the same to the utility lines or connections provided by the Port Authority as described in Schedule D. The Lessee shall be responsible at its sole expense for retaining all architectural, engineering and other technical consultants and services as may be directed by the Port Authority and for developing, completing and submitting detailed plans and specifications for the work. The plans and specifications to be submitted by the Lessee to the Port Authority shall bear the seal of a qualified

architect or professional engineer and shall be in sufficient detail for a contractor to perform the work. The Lessee shall not engage any contractor or permit the use of any subcontractor unless and until each such contractor or subcontractor has been approved by the Port Authority. The Lessee shall include in any such contract or subcontract such provisions as the Port Authority may approve or require, including without limitation thereto provisions regarding labor harmony. The Lessee shall cause each such contractor and subcontractor to obtain and maintain in force such insurance coverage and performance bonds as the Port Authority shall specify. All work to be performed by the Lessee hereunder shall be done in accordance with the said Construction Application and final plans and specifications approved by the Port Authority, shall be subject to inspection by the Port Authority during the progress of the work and after the completion thereof and the Lessee shall redo or replace at its own expense any work not done in accordance therewith. Upon completion of the work the Lessee shall supply the Port Authority with as-built drawings in form and number requested by the Port Authority.

(b) No improvement, finishing or installation work shall be commenced by the Lessee until the Construction Application and plans and specifications referred to in paragraph (a) above have been finally approved by the Port Authority and until the Port Authority has served written notification on the Lessee pursuant to subdivision (a)(i) of Section 50 that the premises are available for prior entry by the Lessee for performance of the work. The Lessee's occupancy of the premises for the performance of such work shall be subject to all of the provisions of this Agreement including without limitation the provisions governing indemnity and construction by the Lessee except that rental of the letting shall not commence nor shall public operations commence until the commencement date stated in Section 50 of this Agreement. In the event of any inconsistency between the provisions of this Agreement and the terms of the Construction Application submitted by the Lessee pursuant to this Section the provisions of this Agreement shall control.

(c) Without limiting the generality of the foregoing or of Section 15(b) hereof, the Lessee shall be solely responsible for any plans and specifications used by it and for the adequacy or sufficiency of such plans and specifications regardless of the consent thereto or approval thereof by the Port Authority or the incorporation therein of any Port Authority requirements or recommendations. The Port Authority shall have no obligation or liability in connection with the performance of any of the aforesaid work or for the contracts for the performance thereof entered into by the Lessee. Any warranties extended or available to the Lessee in connection with the aforesaid work shall be for the benefit of the Port Authority as well as the Lessee.

(d) Without limiting or affecting any other term or provision of this Agreement, the Lessee shall be solely responsible for the design, adequacy and operation of all utility, mechanical, electrical, communications and other systems installed in the premises and shall do all preventive maintenance and make all repairs, replacements, rebuilding and painting necessary to keep such systems and all other improvements, additions and fixtures, finishes and decorations made or installed by the Lessee (whether the same involves structural or non-structural work) in the condition they were in when made or installed except for reasonable wear which does not adversely affect the efficient or proper utilization or appearance of any part of the premises.

Section 52. Amendments

Prior to the execution of this Agreement by either the Port Authority or the Lessee, the following changes were made in the Agreement, which it shall not be necessary physically to indicate:

(a) Subdivision (c) of Section 5 of this Agreement was deleted and the following shall be deemed to have been substituted in lieu thereof:

"(c) Maintain in accordance with accepted accounting practice throughout the letting under this Agreement records and books of account recording its transactions at, through or in any wise connected with the Terminal, and unless copies thereof are delivered to the Port Authority, shall keep the same for a period of two (2) years after the making of such records, either within the Port of New York District, or at the office of the Lessee stated on page one of this Agreement; and shall permit in ordinary business hours during such time the examination and audit by the officers, employees and representatives of the Port Authority of such records and books of account and also of any records and books of account of any company which is owned or controlled by the Lessee if the said company performs services similar to those performed hereunder by the Lessee anywhere in the Port of New York District; and if the records and books of account are kept elsewhere than in the Port of New York District, then the Lessee shall produce the same within the Port of New York District for examination by the Port Authority, at any time and from time to time upon notice from the Port Authority;"

(b) The final sentence of Section 7 of this Agreement was deleted and the following sentences shall be deemed to have been substituted in lieu thereof:

"The Port Authority agrees that except in cases of emergency it shall give notice to the Lessee of every rule or regulation hereafter adopted by it, at least ten (10) days, exclusive of Saturdays, Sundays and holidays, before the Lessee shall be required to

compl. therewith. The Lessee shall have the right to present its comments and objections with regard to any such rule or regulation hereafter adopted, in writing to the Port Authority. The Lessee shall use its best efforts to require its passengers, guests, invitees and others doing business with it to observe and comply with the said Rules and Regulations, as supplemented and amended."

(c) The word "reasonably" shall be deemed to have been inserted in the final clause of paragraph (b) of Section 8 of this Agreement, between the word "steps" and the word "necessary".

(d) The period at the end of the first sentence of paragraph (b) of Section 10 of this Agreement shall be deemed to have been changed to a comma, and the following shall be deemed to have been added to the said sentence: "except for the acts or omissions of customers and of invitees when off the premises."

(e) Notwithstanding the provisions of paragraph (f) of the said Section 10, the Lessee may in lieu of providing such insurance elect to be a self-insurer as to all such glass, and shall replace all of the same which becomes cracked or broken, at the Lessee's expense, without regard to the cause of such cracking or breakage.

(f) Paragraph (g) of the said Section 10 was deleted and the following shall be deemed to have been substituted in lieu thereof:

"(g) In the event that the premises are damaged at any time subsequent to the execution of this Agreement, without fault on the part of the Lessee or of any other for whose acts or omissions the Lessee is responsible under paragraph (b) of this Section, so as to render the premises unusable in whole or in part, then the Port Authority shall repair or rebuild the premises with due diligence; but if any portion of the Terminal other than the premises is so damaged, together with any part of the premises, then the Port Authority shall have an option either to proceed with due diligence to make the necessary repairs and to do the necessary rebuilding or to terminate the letting

under this Agreement; its election under this option shall be communicated to the Lessee within sixty (60) days after the date of such damage; if more than half the usable area of the premises has been destroyed, and the Port Authority elects to repair or rebuild and states that the repair or rebuilding will require more than nine (9) months' time, then the Lessee shall have an option to terminate the letting under this Agreement by notice given within fifteen (15) days after notice of the Port Authority's election. The rental hereunder shall be abated as provided in Item 1 of Exhibit B, for the period from the occurrence of the damage to the completion of repairs and rebuilding or to the effective date of termination, as the case may require."

(g) (1) At the end of Paragraph (a) of Section 11 the following sentence shall be deemed added: "The Lessee shall not be responsible for the acts or omissions of its guests and invitees where such acts or omissions occur off the premises."

(2) Notwithstanding the provisions of paragraph (b) of Section 11 of this Agreement, the Lessee may in lieu of providing such insurance elect to be a self-insurer as to such risks; but in such event the Lessee shall notify the Port Authority of such election at least thirty (30) days prior to the effective date thereof, and such action shall not limit, amend or alter the provisions of paragraph (a) of the said Section 11.

(3) The phrase "sixty (60) days after" appearing in the eleventh line of Paragraph (a) of Section 12 shall be deemed deleted and the phrase "one hundred eighty (180) days prior to" shall be deemed inserted in lieu thereof.

(h) Notwithstanding the provisions of Section 20 hereof and without otherwise limiting the generality thereof, the Lessee may make a single assignment of this Agreement and the letting hereunder to Post Houses, Inc., a Delaware corporation all of the legal and equitable interest in all of the issued and outstanding shares of the capital stock and voting rights of which shall be owned by the Lessee, provided that the Port Authority's consent as herein stated shall be effective only as long as the Assignee maintains the above-described relationship to the Lessee, and provided further, that such assignment shall not be effective unless and until an agreement in the form attached hereto and designated "Exhibit X" shall have been executed by the Lessee, the Assignee and the Port Authority. Except as hereinabove expressly provided, the Lessee shall not assign, sell, convey, transfer, mortgage, or pledge this Agreement, or the letting, or any part thereof.

(i) Subparagraph (8) of paragraph (a) of Section 21 of this Agreement was deleted; the word and figure "thirty (30)" appearing in subparagraph (3) of the said paragraph (a) were deleted and the word and figure "sixty (60)" shall be deemed to have been substituted in lieu thereof; the word and figure "fifteen (15)" appearing in subparagraph (7) of the said paragraph (a) were deleted

and the word and figure "thirty (30)" shall be deemed to have been substituted in lieu thereof; the word and figure "ten (10)" appearing on the third line of subparagraph (12) of the said paragraph (a) were deleted and the word and figure "twenty (20)" shall be deemed to have been substituted in lieu thereof; and the word and figure "five (5)" appearing in the final portion of the said paragraph (a) were deleted and the word and figure "twenty (20)" shall be deemed to have been substituted in lieu thereof.

(j) A merger or consolidation shall not be a default under subparagraph (5) of paragraph (a) of Section 21 of this Agreement if it does not diminish the net worth of the Lessee by more than ten per cent (10%).

(k) Subdivision (b)(2) of Section 24 hereof was deleted and the following subdivision shall be deemed to have been inserted therefor:

> "(2) On account of the Lessee's percentage rental obligation, an amount equal to the total of the percentages stated in subdivision (b) of Item 1 of Exhibit B applied to the amount of gross receipts in accordance with the formula set forth in subdivision (b) of said Item 1, which gross receipts would have been received by the Lessee during the balance of the term if there had been no termination or cancellation (or re-entry, regaining or resumption of possession), and for the purpose of calculation hereunder (i) the said amount of gross receipts shall be derived by multiplying the number of days in the balance of the term originally fixed by the Lessee's average daily receipts; (ii) the average daily gross receipts shall be the total actual gross receipts of the Lessee during that part of the effective period of the letting (including all annual periods falling within the effective period) in which no abatement was in effect, divided by the number of days included in such part of the effective period; (iii) the annual exemption amounts for any period of less than a year shall be the product of the original annual exemption amounts multiplied by a fraction, the numerator of which shall be the number of days from the effective date of termination to the end of the annual period and the denominator shall be 365;"

(l) Section 33 of this Agreement was deleted in its entirety.

(m) Subdivision (2) of paragraph (b) of Section 42 was amended by adding the following material following the words "New York" in the last line thereof:

> "and the extension of the Port Authority Bus Terminal, contiguous thereto and lying to the north thereof, which, when completed, shall, together with the Port Authority Bus Terminal as heretofore existing, constitute the Port Authority Bus Terminal."

(n) The following sentence is hereby added to Section 45.

> "If, however, the taking or delivery of a portion only of the premises is of such a character or extent as to make the remainder of the premises unusable by the Lessee, then the Port Authority shall use its best efforts to make a suitable substitution of other premises."

It shall be unnecessary to physically indicate the foregoing changes in the foregoing Terms and Conditions.

Section 53. <u>Labor Troubles</u>

(a) The Lessee shall immediately give oral notice to the Port Authority (to be followed by written notices and reports) of any and all impending or existing labor complaints, troubles, disputes or controversies involving the Lessee's employees and which are likely to affect the operation of the Terminal or the operations of others thereat, and shall continually report to the Port Authority the progress of such and the progress of the resolution thereof.

(b) The Port Authority shall have the right, upon notice to the Lessee, to suspend the provisions of this Agreement under which the Lessee is granted the right to use the premises, in either of the following events:

(1) If the Lessee, 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 any labor trouble at the Terminal involving

employees of the Port Authority or those of any other person operating at the Terminal other than the Lessee's own employees and which interferes with the operation of the Terminal, other than the Lessee's own operations, or with the operations of others at the Terminal, and if the Lessee, upon notice from the Port Authority, shall not within twelve (12) hours withdraw from the Terminal any such person or persons and any such equipment or materials specified in the notice, or rectify any such condition; or

(2) If any labor trouble of or directed against the Lessee adversely affects the operation of the Terminal by the Port Authority or the operations of others thereat, whether or not the same is due to the fault of the Lessee, and notwithstanding that the Port Authority may or may not have issued directions in connection with the same.

(c) In the event the period of suspension described in paragraph (b) shall continue for a period of one hundred eighty (180) consecutive days or more after the effective date of the suspension brought about by a notice from the Port Authority pursuant to said paragraph (b), then at any time thereafter the Port Authority shall have the right to terminate this Agreement and the letting hereunder on five (5) days (excluding Saturdays, Sundays and holidays) prior written notice to the Lessee provided, however, that if on or before the ninetieth (90th) day after the effective date of suspension the Lessee notifies the Port Authority and then agrees to pay to the Port Authority all rental, including percentage rental, as hereinafter set forth, then and in such event, if the period of suspension does not end on or before a date one hundred eighty (180) days after the effective date of suspension, and if the Lessee shall pay to the Port Authority for the period beginning the ninetieth (90th) day after the effective date of suspension, all rental including percentage rental equivalent to that which was payable for the same calendar days in the year next preceding, the Port Authority shall not have a right of termination. In the event this Section comes into operation during the first year of the term of the letting hereunder, then the Lessee shall pay to the Port Authority on account of the percentage rental a sum based on gross receipts for a like period immediately following the resumption of operations by the Lessee. In the event of termination of the letting under this Section this Agreement and the letting hereunder shall cease and expire on the effective date of termination stated in the notice with the same force and effect as if such date were the original expiration date of the letting hereunder.

Section 54. Other Agreements

The Port Authority and the Lessee have heretofore entered into an agreement (hereinafter called "the License Agreement") under which the Lessee, as the Carrier thereunder

is licensed to operate buses to and from the Terminal and contemporaneously with the making of this Agreement have entered into a supplemental agreement amending the License Agreement, which supplemental agreement is denominated "Supplement No. 24" to the License Agreement. The Port Authority and the Lessee hereby agree that notwithstanding the provisions of Section 50 of this Agreement and without otherwise limiting the generality thereof the letting hereunder shall expire automatically without notice upon the effective date of any termination or cancellation for any reason whatsoever of the License Agreement as amended by Supplement No. 24. Nothing contained herein shall be deemed to release or discharge the Lessee from any liabilities or obligations which shall have accrued on or prior to the effective date of expiration hereunder or which shall mature on such date. The Port Authority shall not be required to make any payment or reimbursement to the Lessee in connection with expiration hereunder and without limiting the generality of the foregoing the provisions of Section 26(b) and Item 6 of Exhibit B of this Agreement shall not be applicable in the event the letting hereunder expires pursuant to the provisions of this Section.

Section 56. Entire Agreement

This Agreement consists of the following: pages 1 through 31, inclusive, plus Exhibits A, B, E and X and Schedule D. It constitutes the entire agreement of the parties on the subject matter hereof and may not be changed, modified, discharged or extended except by written instrument duly executed by the Port Authority and the Lessee. The Lessee agrees that no representations or warranties shall be binding upon the Port Authority unless expressed in writing in this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed these presents as of the day and year first above written.

ATTEST: THE PORT AUTHORITY OF NEW YORK AND NEW JERSEY

SECRETARY

By

(Title) DIRECTOR, TERMINALS DEPARTMENT

(Seal)

ATTEST: THE GREYHOUND CORPORATION

By

(Title) Group Vice-President

(Corporate Seal)

APPROVED FOR TRANSMITTAL FORM | TERMS

SD

EXHIBIT B

Item 1: Rental Provisions

(a) Definitions:

(1) "Annual Period" shall mean as the context requires the 12-month period commencing with the commencement date of the letting and each of the 12-month periods commencing on the anniversaries of the said commencement date provided, however, that if the letting hereunder commences on other than the first day of a calendar month the first annual period shall include the portion of the month in which the commencement date falls plus the succeeding 12 calendar months and each subsequent annual period shall commence on the anniversary of the first day of the first full calendar month of the letting.

(2) "Annual exemption amounts" shall mean all the letter annual exemption amounts defined in the following subdivisions:

(i) "Annual exemption amount - A" shall mean the sum of Two Hundred Thousand Dollars and No Cents ($200,000.00).

(ii) "Annual exemption amount - B" shall mean the sum of Five Hundred Thousand Dollars and No Cents ($500.000.00).

Whenever reference is made to annual exemption amounts or any lettered annual exemption amount, it shall mean the annual exemption amounts or any lettered annual exemption amount, as the case may be, reduced by operation of the abatement and/or proration provisions hereof.

(3) For any annual period which is other than 365 days the applicable annual exemption amounts defined above shall be prorated over the number of days actually contained in such annual period.

(b) Percentage Rental:

The Lessee shall pay an annual percentage rental, equivalent to the total of the following percentages of the gross receipts of the Lessee, arising during each annual period:

(1) Twelve per cent (12%) of gross receipts in excess of annual exemption amount - A but not in excess of annual exemption amount - B.

(2) Fifteen per cent (15%) of gross receipts in excess of annual exemption amount - B. The computation of percentage rental for each annual period, or a portion of an annual period as hereinafter provided, shall be individual to such annual period, or such portion of an annual period, and without relation to any other annual period, or any other portion of any annual period.

(c) Time of Payment of Rentals, Computations of Amounts and Accounting:

(1) The Lessee shall pay the basic rental in advance in equal monthly installments on the commencement date of the letting and on the first day of each and every month thereafter; provided, however, that if the said commencement date be other than the first day of the month, the basic rental for the portion of the month during which the letting is effective shall be the amount of the monthly installment prorated on a daily basis, and if the expiration date of the letting be other than the last day of a month the basic rental for the portion of the month during which the letting is effective shall be the amount of the monthly installment similarly prorated.

(2) The Lessee shall pay the percentage rental as follows: on the 20th day of the first month following the commencement of each annual period, and on the 20th day of each and every month thereafter including the month following the end of each annual period, the Lessee shall render to the Port Authority a sworn statement showing its gross receipts for the preceding month and its cumulative gross receipts from the date of the commencement of the annual period for which the report is made through the last

day of the preceding month; whenever any such statement shall show that the cumulative gross receipts for that annual period are in excess of annual exemption amount - A, the Lessee shall pay at the time of rendering the statement, an amount equal to the percentage or percentages stated above in subdivision (b) applied to such excess and in accordance with subdivision (b) and shall thereafter on the 20th day of each month during that annual period and the month following the end of that annual period pay an amount equal to the percentage or percentages stated above in subdivision (b) applied to the gross receipts of each subsequent month during that annual period in accordance with subdivision (b). At any time that the annual exemption amounts are decreased by abatement as herein provided so that there is an excess of gross receipts as to which the percentage rental has not been paid, the same shall be payable to the Port Authority on demand.

(3) Upon any termination of the letting hereunder (even if stated to have the same effect as expiration), the Lessee shall, within twenty (20) days after the effective date of such termination, make a payment of rental computed as follows: first, if the letting hereunder is terminated effective on a date other than the last day of a month, the basic rental for the portion of that month in which the letting remains effective shall be the amount of the monthly installment of basic rental prorated on a daily basis, and if the monthly installment due on the first day of that month has not been paid, the Lessee shall pay the prorated part of the amount of that installment; if the monthly installment has been paid, then the excess thereof shall be credited to the Lessee's other obligations; second, the Lessee shall within twenty (20) days after the effective date of termination, render to the Port Authority a sworn statement of gross receipts for the annual period in which the effective date of termination falls; and third, the payment then due on account of all percentage rental for the annual period in which the effective date of termination falls shall be the excess of the percentage rental, computed as follows, over the total of such percentage rental payments previously made for such annual period: an amount equal to the percentage or percentages stated above in subdivision (b) applied in accordance with subdivision (b) to the gross receipts of the Lessee for

such annual period except that the annual exemption amounts mentioned in subdivision (b) shall be multiplied by a fraction, the numerator of which shall be the number of days from the commencement of the said annual period to the effective date of termination and the denominator of which shall be 365.

(d) Abatement:

(1) For every calendar day or major fraction thereof that the Lessee shall be entitled to abatement, the basic rental shall be reduced by the product of Fifty-four Dollars and Seventy-nine Cents ($54.79), multiplied by a fraction the numerator of which shall be the number of square feet of floor space as to which the abatement applied and the denominator of which shall be the total number of square feet in the premises.

(2) The annual exemption amounts shall be reduced proportionately to the reduction of basic rental.

(3) For the purpose of abatement, the ascertainment of the number of square feet contained in the premises to be measured shall be in accordance with the following: Areas of the premises and parts thereof will be computed by measuring from the inside plaster surface of outer building walls to the plaster surface of the corridor side of corridor partitions and to the center of partitions that separate the premises from adjoining rentable area; no deduction will be made for columns, pilasters, or projections necessary to the building or for toilets, porter's closets, and slop sinks used exclusively by the Lessee and contained within the premises. Permanent partitions enclosing elevator shafts, stairs, fire towers, vents, pipe shafts, meter closets, flues, stacks and any vertical shafts have the same relation to rentable area as do outer building walls.

(e) Nothing contained in the foregoing shall affect the survival of the obligations of the Lessee as set forth in Section 24 of this Agreement.

Item 2: Liability Insurance Limits: The limits of liability insurance shall be not less than the following:

Bodily-injury liability:

For injury or wrongful death to one person:	$300,000.0
For injury or wrongful death to more than one person from any one accident:	$300,000.0

Property-damage liability:

For all damages arising out of injury to or destruction of property in any one accident:	$300,000.0

Products liability:	$300,000.0

Item 3: (a) Heat and Air Cooling:

Not to be sold, furnished or supplied by the Port Authority

(1) The Lessee shall provide and install in the premises pursuant to Section 51 systems and equipment for heating, ventilating and air cooling the premises and shall be solely responsible for maintaining and repairing such systems and equipment. During the period from October 1, through April 30, in each year during such days and hours as the Lessee conducts its business in the premises the Port Authority shall supply without additional charge, heating hot water, at such temperature and other characteristics as are determined by the Port Authority for use by the Lessee in such heating systems and equipment as it shall install in the premises. During the period from May 1, through September 30, in each year, during such days and hours as the Lessee conducts its business in the premises the Port Authority shall sell, furnish and supply to the Lessee chilled water at such temperature and other characteristics as may be determined by the Port Authority for use by the Lessee in such air cooling systems as the Lessee shall install in the premises. The Lessee shall be solely responsible for the distributing, handling and

circulating of heat and air cooling within the premises and for connecting and tying in its systems to the point on or off the premises which the Port Authority delivers the said heating hot water and chilled water through Port Authority pipes and connections therefor. The Port Authority shall have no responsibility for the heating or air cooling of the premises or the maintenance of any specific temperature or comfort level. The chilled water referred to above shall be paid for by the Lessee at an annual rate of Four Thousand One Hundred Sixty Dollars and No Cents ($4,160.00) subject to increase as provided in subparagraph (2) below, payable in advance in equal monthly installments at the same time, in the same manner and collectible with like remedies as if such payments and the monthly installments thereof were payments of basic rental under this Agreement.

(2)(a) The charge for chilled water payable for the period commencing with the commencement date, as set forth in subparagraph (1) of this paragraph (a), shall be increased for the period commencing May 1, 1983 and ending April 30, 1988 by the percentage change in the United States Consumer Price Index for All Urban Consumers (All Items, unadjusted) from January 1979 to April 1983.

(b) The charge for chilled water payable for the period commencing May 1, 1988 and continuing for the balance of the term of the letting shall be the charge for chilled water payable for the period commencing on the commencement date increased by the percentage change in the United States Consumer Price Index for All Urban Consumers (All Items, unadjusted) from January 1979 to April 1988.

(c) In no event shall the charge for chilled water which becomes effective on the commencement date be increased more than 13.6 percent effective May 1, 1983 or more than 31.9 percent effective May 1, 1988. In the event the Index for any month hereinabove specified is not available by the time any adjustment called for herein is required to be made, such adjustment shall be based upon the Index for the

closest month preceding such specified month. In the event the Index shall hereafter be converted to a different standard reference base or otherwise revised or the United States Department of Labor shall cease to publish the said Index, then for the purposes hereof there shall be substituted for the Index such other Index as shall properly reflect changes in the value of current United States money in a manner similar to that established in the Index used in the latest adjustment as the Port Authority may in its discretion determine.

(3) If the Lessee, in accordance with the Sections of this Agreement entitled "Construction by the Lessee" or "Finishes to be Provided by the Lessee" or otherwise, erects any partitions or makes any improvements which stop, hinder, obstruct or interfere with the heating of the premises or the cooling of the air, then no such action by the Lessee shall impose any obligations on the Port Authority to increase or augment the existing or presently contemplated supply of heating hot water for heat or chilled water for air cooling and the Lessee shall not in any such event be relieved of any of its obligations hereunder because a comfortable temperature is not maintained. No consent or approvals given by the Port Authority in connection with the erection of partitions, the making of any improvements or the installation of any heating or air conditioning systems shall be or be deemed to be a representation that the work consented to or approved will not stop, hinder, obstruct or interfere with either the cooling of the air or heating of the premises or any portion thereof or that any system is sufficient or adequate for heating or air cooling of the premises. It is hereby understood that the installation by the Lessee of any equipment which itself requires air cooling or which requires additional quantities of air cooling at the portion of the premises where such equipment is installed, or the concentration in any portion of the premises of such a number of people so as to require additional quantities of air cooling, shall not impose any obligation on the Port Authority to increase the capacity or output of initially existing facilities, equipment or fixtures for the supply of heating hot water or chilled water and the Lessee shall not in any such event be relieved of any of its obligations hereunder.

(4) The Lessee shall not waste or dissipate air cooling or heating nor draw any of the same into the premises from public areas contiguous thereto. Without otherwise affecting the Port Authority's rights or remedies in the event of any breach by the Lessee of its obligations under this Agreement, the Port Authority shall have the right to discontinue or reduce the said supply of heating hot water or chilled water during any period of such waste, dissipation or improper drawing and any failure of the Port Authority to supply any such service under such conditions shall not affect any of the Lessee's obligations under this Agreement.

(b) Electricity:

60 cycle, alternating current, 3 phase at 460 volts as more particularly described in Schedule D annexed hereto, said electricity to be metered by the Port Authority and to be paid for by the Lessee at the rate which the Lessee at the time of such purchase and under the service classification then applicable to it would have to pay for the same quantity of electricity to be used for the same purposes under the same conditions if it received the electricity directly from the public utility supplying the same to commercial buildings in the vicinity. The supply of electricity shall be made by the Port Authority to the Lessee at such points as the Port Authority shall designate for connection of the systems to be installed by the Lessee for electrical distribution with the Port Authority's lines and conduits and the Port Authority shall have no responsibility for the distribution of electrical current therein or for the maintenance thereof of electrical usage. Notwithstanding that the Port Authority has agreed to supply electricity to the Lessee, the Port Authority shall be under no obligation to provide or continue such service if the Port Authority is prevented by law, agreement or otherwise from metering as hereinabove set forth or elects not to so meter the same, then in any such event the Lessee shall make all arrangements and conversions necessary to obtain electricity directly from the public utility. Also in such event the Lessee shall perform the construction necessary for conversion and if any lines or equipment of the Port Authority are with the consent of the Port Authority used therefor the Port Authority may make an appropriate charge therefor to the Lessee based on its costs and expenses for the said lines and equipment.

(c) Domestic Cold Water:

To be metered by the Port Authority and to be paid for by the Lessee at a rate equal to 133% of the charge which the Lessee would have to pay if it received the water directly from the municipality or public utility supplying the same.

(d) Domestic Hot Water:

Not to be sold, furnished or supplied by the Port Authority.

(e) Steam:

Not to be sold, furnished or supplied by the Port Authority.

Item 4: New Construction:

Per Section 51.

Item 5: Construction Liability Insurance Limits:

The limits of liability insurance shall be not less than as may be required by the Port Authority in the Construction Application referred to in Section 51 or otherwise from time to time.

Item 6: Cost and Proration Thereof:

(a) To the extent permitted by sound accounting practice, the sum of the following items of cost incurred by the Lessee for such equipment and fixtures and the installation thereof and the making of such improvements as are necessary to initially equip and improve the premises for the Lessee's commencement of operations hereunder, all as mentioned in the Section of the Agreement entitled "Thirty Day Termination", and to the extent that such sum does not exceed Two Hundred Fifty Thousand Dollars and No Cents ($250,000.00), shall constitute the "cost" under the said Section and under subdivisions (b), (c), (d), (e), (f) and (g) hereof:

(1) Direct labor and material costs;

(2) Contract costs for purchases and installation excluding those of the types mentioned in the following subdivision (3);

(3) Engineering, architectural, planning, designing, financing, interest, insurance, and other overhead or carrying charges which are due for a period ending not later than the

date of completion of installation of any such initial equipment, fixtures or improvements for which they are incurred, and not to exceed 20% of the total of the amounts covered by subdivisions (1) and (2) above.

(b) A statement of the cost detailing all the foregoing including copies of invoices and contracts and certified by a responsible officer of the Lessee shall be delivered by the Lessee to the Port Authority not later than ninety (90) days after the complete supplying and installing of all such initial fixtures or equipment and the making of all such initial improvements, and the Lessee shall permit the Port Authority, by its agents, employees and representatives, at all reasonable times prior to a final settlement or determination of cost, to examine and audit the records and books of the Lessee which pertain to the cost; the Lessee agrees to keep such records and books of account within the Port of New York District during such time.

(c) If the Lessee includes in cost any item as having been incurred but which, in the opinion of the Port Authority, was not so incurred or which, in the opinion of the Port Authority, if so incurred is not an item properly chargeable to cost under sound accounting practice, then the Port Authority, within ninety (90) days after receipt of the said statement of cost as mentioned in subdivision (b) above, shall give written notice to the Lessee stating its objection to any such item and the grounds therefor. If such notice is given and if the dispute is not settled within thirty (30) days by agreement between the parties, then such dispute shall be disposed of by arbitration in accordance with the then existing rules of the American Arbitration Association or any successor association. Costs of said arbitration shall be borne equally by the Port Authority and the Lessee.

(d) In any such arbitration as to whether any item included by the Lessee in its computation of cost has been incurred, the question to be submitted to the arbitrators for decision shall be as follows:

> "Was all or any part of such cost incurred by the Lessee; and if part but not all of such cost was incurred, what was the amount which was so incurred?"

(e) In any such arbitration as to whether any item included by the Lessee in its computation of cost is property chargeable thereunder under sound accounting practice, the question to be submitted to the arbitrators for decision shall be as follows:

> "Can it reasonably be held that all or any part of such cost is properly chargeable under sound accounting practice; and if part but not all of such cost can reasonably be held to be chargeable, then what amount can reasonably be held to be so chargeable?"

The arbitrators to whom such question shall be submitted shall be accountants or auditors.

(f) The proration of cost as referred to in the section of the Agreement entitled "Thirty Day Termination" shall be ascertained by multiplying the cost by a fraction, the numerator of which shall be the number of whole calendar months (in the term of the letting as originally set forth) subsequent to the effective date of termination, and the denominator of which shall be the total number of months in the term of the letting as originally set forth.

(g) Notwithstanding any other provision of the Section of the Agreement entitled "Thirty Day Termination", in ascertaining the amount that the Port Authority shall be obligated to pay to the Lessee under said Section, the cost computed as heretofore stated in this Item shall be diminished by the amount that any part of the components of cost as stated in subdivisions (1), (2) and (3) of (a) above are secured by liens, mortgages, other encumbrances or conditional bills of sale on such equipment, fixtures and improvements and less any other amounts whatsoever due under this Agreement from the Lessee to the Port Authority. In no event whatsoever shall cost, as defined and computed in accordance with this Item and as used in the Section of the Agreement entitled "Thirty Day Termination" and in this Item, include any expenses, outlays or charges whatsoever by or for the account of the Lessee for or in connection with any equipment of fixtures or the making of any improvements mentioned in said Section or in this Item unless said equipment, fixtures and/or improvements are actually and completely installed in and/or made to the premises.

Item 7: Cash Security: Not applicable

Item 8: Performance Bond: Not applicable

Initialled:

For the Port Authority

For the Lessee

ASSIGNMENT OF LEASE
WITH ASSUMPTION AND CONSENT (Lease No.)

THIS AGREEMENT, made as of May 18, 1979 by THE PORT AUTHORITY OF NEW YORK AND NEW JERSEY (hereinafter called "the Port Authority"), a body corporate and politic created by Compact between the States of New York and New Jersey, with the consent of the Congress of the United States of America, having an office for the transaction of business at One World Trade Center, in the Borough of Manhattan, in the City, County and State of New York, and THE GREYHOUND CORPORATION

(hereinafter called "the Assignor"),
a corporation organized and existing under the laws of the State of Arizona
with an office for the transaction of business at The Greyhound Tower, Phoenix, Arizona 85077

~~an individual, residing at~~

~~a partnership consisting of~~

and POST HOUSES, INC.
(hereinafter called "the Assignee"),
a corporation organized and existing under the laws of the State of Delaware
with an office for the transaction of business at The Greyhound Tower, Phoenix, Arizona 85077

~~an individual, residing at~~

~~a partnership consisting of~~

the representative of which is A. E. Smith, Executive Vice-President

WITNESSETH, THAT:

WHEREAS, the Assignor desires to assign to the Assignee that certain Agreement of Lease dated as of May 18, 1979, made by and between The Port Authority and the Assignor, and hereinafter, as the same has been heretofore amended and extended, called "the Lease";

covering premises at the Port Authority Bus Terminal, in the Extension Part thereof; and

WHEREAS, the Port Authority is willing to consent to such assignment on certain terms, provisions, covenants and conditions:

NOW, THEREFORE, in consideration of the covenants and mutual agreements herein contained, the Port Authority, the Assignor and the Assignee hereby agree as follows:

1. The Assignor does hereby assign, transfer and set over to the Assignee, and its successors, to and their own proper use, benefit and behoof forever, the Lease, to have and to hold the same unto the Assignee and its successors from the day of , 19 , for and during all the rest, residue, and remainder of the term of the letting under the Lease, subject nevertheless to all the terms, provisions, covenants and conditions therein contained; ~~and the Assignor does~~ hereby assign, transfer and set over unto the Assignee heirs, executors, administrators and successors, all right, title and interest of the Assignor in and to a certain deposit (whether of cash or bonds) in the amount of

made by the Assignor with the Port Authority, as security for the performance of the terms, provisions, covenants and conditions of the Lease, but subject to the provisions of the Lease and to any claim or right to the said deposit or any part thereof ~~heretofore or hereafter made or to be made on the part of the Port Authority~~

2. The Port Authority hereby consents to the foregoing assignment. Notwithstanding anything herein to the contrary, the granting of such consent by the Port Authority shall not be, or be deemed to operate as, a waiver of the requirement for consent (or consents) to each and every subsequent assignment by the Assignee or by any subsequent assignee, nor shall the Assignor be relieved of liability under the terms, provisions, covenants and conditions of the Lease by reason of this consent of the Port Authority or of one or more other consents to one or more other assignments thereof.

3. The Assignor agrees that this assignment of the Lease and this consent of the Port Authority thereto shall not in any way whatsoever affect or impair the liability of the Assignor to perform all the terms, provisions, covenants and conditions, including without limitation thereto the obligation to pay rent, of the Lease on the part of the Lessee or tenant thereunder to be performed, and that the Assignor shall continue fully liable for the performance of all the terms, provisions, covenants and conditions, including without limitation thereto the obligation to pay rent, on the part of the Lessee or tenant thereunder to be performed.

4. The Assignee does hereby assume the performance of and does hereby agree to perform all the terms, provisions, covenants and conditions, including without limitation thereto the obligation to pay rent, contained in the Lease, to be performed on the part of the lessee or tenant thereunder, as though the Assignee were the original signatory to the Lease. The execution of this instrument by the Port Authority does not constitute a representation by it that the Assignor has performed or fulfilled every obligation required by the Lease; as to such matters the Assignee agrees to rely solely upon the representation of the Assignor.

5. Neither the Commissioners of the Port Authority nor any of them, nor any officer, agent or employe thereof, shall be charged personally by the Assignor or by the Assignee with any liability or held liable to either of them under any term or provision of this Agreement, or because of its execution or attempted execution, or because of any breach or attempted or alleged breach thereof.

IN WITNESS WHEREOF, the Port Authority, the Assignor and the Assignee have executed these presents as of the date first hereinabove set forth.

ASSIGNOR:

THE GREYHOUND CORPORATION

By _____ EWC

(Title) Group Vice-President

(Seal)

ATTEST: _____

Assistant Secretary

ASSIGNEE:

POST HOUSES, INC.

By _____ EWC

(Title) Executive Vice-President

(Seal)

ATTEST: _____

Assistant Secretary

WITNESS: _____

_____ _____ (L.S.)

WITNESS: _____ (L.S.)

APPROVED FOR TRANSMITTAL

FORM	TERMS
	MK

THE PORT AUTHORITY OF NEW YORK AND NEW JERSEY

By _____

(Title) DIRECTOR, TERMINALS DEPARTMENT

(Seal)

ATTEST: _____

SECRETARY

FORM E — Acknowledgment (N. Y. Corp.) 6/24/72

STATE OF NEW YORK)
) ss.
COUNTY OF NEW YORK)

On the 7th day of June, 1979, before me came JOSEPH L VANACORE to me known, who, being by me duly sworn, did depose and say that he resides at

that he is the DIRECTOR, TERMINALS DEPARTMENT of The Port Authority of New York and New Jersey, one of the corporations described in, and which executed the foregoing instrument; that he knows the seal of the said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed by order of the Commissioners of the said corporation; and that he signed his name thereto by like order.

Frank Wyspianski Jr.
(Notarial Seal and Stamp)
FRANK WYSPIANSKI, JR.
Notary Public, State of New York
No. 30-9759825
Qualified in Nassau County
Commission Expires March 30, 1980

STATE OF Arizona)
) ss.
COUNTY OF Maricopa)

On the 22 day of May, 1979, before me personally came John W. Lutz to me known, who being by me duly sworn, did depose and say, that he resides at

that he is the Group V.P. of The Greyhound Corporation one of the corporations described in and which executed the foregoing instrument; that he knows the seal of the said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of the said corporation; and that he signed his name thereto by like order.

Lin E. Mansfield
(Notarial Seal and Stamp)

My Commission Expires Nov 17, 1981

STATE OF Arizona)
) ss.
COUNTY OF Maricopa)

On the 22 day of May, 1979, before me personally came Al Smith to me known, who, being by me duly sworn, did depose and say, that he resides at

that he is the Exec. V.P. of Post Houses, Inc. one of the corporations described in and which executed the foregoing instrument; that he knows the seal of the said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of the said corporation; and that he signed his name thereto by like order.

Lin E. Mansfield
(Notarial Seal and Stamp)

My Commission Expires Nov 17, 1981

SCHEDULE D

The Port Authority will deliver the premises to the Lessee as unfinished space with certain provisions for utility connections as herein set forth.

FLOOR

Rough concrete suitable to receive fill and finish to be provided by tenant.

WALLS

A. Perimeter Walls (demising walls) - Consisting of concrete block walls, metal and glass storefront, including two recessed alcove vestibules with pair of glass doors in each for public entrance. Glass storefront located between Column Lines 62-63 on Column Lines HH and KK, one hollow metal door in east wall for service entrance. Interior surface of concrete block unfinished.

B. Interior Partitions: Provided by tenant

CEILING

Fireproofed beams with an exposed, unpainted, metal deck at the underside of ceiling slab. Finished ceiling to be provided by tenant.

HVAC SERVICES

A. Outside Air

Provisions for supplying outside air will be made available from a capped 30" x 10" duct which will provide outside air filtered and pre-heated to minimum 37°F.

B. Kitchen Exhaust

A capped 26" x 8" duct will be provided for a Kitchen Exhaust System at the leasehold perimeter. This duct will terminate at the roof.

C. Chilled Water

Valved 2 1/2" supply and return outlets will be provided.

Chilled water temperature: Supply not to exceed 47°F, return not higher than 60°F

Pressure differential between supply and return 12 psi, working pressure 125 psi. Control valve operator shall be sized to shut the valve against 50 psig differential pressure.

D. Heating Hot Water

Valved 1 1/4" supply and return outlets will be provided as follows: To provide heating capacity for the tenant H.V.A.C. system such that a 70°F leasehold is maintained with 11°F outdoor.

Heating Hotwater range is 180° supply, 140° return.

Pressure differential between supply and return is 6 psi. working pressure is 125 psi. Control valve operator shall be sized to shut the valve against 50 psig differential pressure.

E. Plumbing Provisions

1. Domestic cold water 1" valved and capped outlet will be provided.

2. Sanitary 4" drain plugged outlet will be provided in trench below floor level. A 3" vent plugged outlet will be provided at ceiling.

3. Standpipe hose rack will be provided near leasehold for adequate coverage.

F. Sprinkler Provision

1. A valved and capped 3" sprinkler connection near column 63/HH will be provided. Valve will have tamper switch.

G. Electrical Service

1. Provisions for supplying 125 KVA at 460 volts will be made available for the leasehold. An empty 2" conduit will be installed from the point of electrical distribution to the perimeter of the leasehold at a point selected by the Port Authority. All electrical distribution, wiring, panels, step-down transformer, lighting etc. are provided by the tenant.

H. Telephone Service

An empty 1-1/4" conduit will be installed from the nearest telephone cabinet to a junction box near column 63 between column line KK and HH.

I. Automated Monitor and Control System and Smoke Detection System

An empty 1" conduit stub will be installed at column 62 KK for the tenant's tie-in to the Port Authority's HVAC Automated Monitor and Control System. A junction box near column 63 KK will be installed for the tenant's tie-in to the Port Authority's Central Smoke Detection System.

EXHIBIT R

SPECIAL RULES AND REGULATIONS

1. The Occupant shall use the common areas in the Terminal, including without limiting the generality thereof, all entrances, exits, passages, halls, corridors, courts, vestibules, stairways, escalators and elevators, solely for purposes of ingress and egress to and from its space and the Occupant shall not cause any obstruction of or loiter in any such common areas.

2. The Occupant shall not enter upon any court or roof area (including parking area) unless specifically so authorized by lease, permit, license or other agreement with the Port Authority.

3. No inventory, merchandise, supplies or materials, and no fixtures, equipment or furnishings including without limiting the generality thereof, desks, chairs, tables, safes, cabinets, shelves, business machines, fans or floor coverings shall be moved to or from the Occupant's space except during such hours as may be prescribed by the Superintendent of the Terminal. In no event will permission be granted by the said Superintendent unless the person employed or under contract to perform such moving is competent and responsible and twenty-four (24) hours' notice of the Occupant's desire to have such moving performed has been given in writing to the said Superintendent.

4. The Occupant shall not mark, drill into, paint or in any way deface any part of the Terminal.

5. The Occupant shall not cover or obstruct in any way, windows, doorways or other openings which admit light or air into the Terminal.

6. The Occupant shall not place any parcel, bottle or other article on the exterior part of any window sill in the Terminal.

7. The Occupant shall not use any wash bowl, toilet, slop sink or drain, whether located in its space or elsewhere in the Terminal, for any purpose other than those for which it was designed and manufactured, and in no event shall the Occupant dispose or attempt to dispose of thereby any improper articles or substances (whether solid or liquid), including without limiting the generality thereof garbage, refuse, sweepings, rubbish, rags, ashes or litter.

8. The Occupant shall not drop or throw anything from or out of any window in the Terminal and shall not drop or throw anything into any ventilating or elevator shaftway, stairwell or other opening in the Terminal.

9. The Occupant shall not employ or contract for any person to perform general cleaning, janitorial service, window cleaning, extermination or other like service in the Terminal, unless advance notice in writing is given to the Superintendent of the Terminal as to who the proposed person is and said person is competent and responsible in the opinion of the said Superintendent.

10. The Occupant shall not canvass, peddle or solicit in the Terminal.

11. No animals or pets of any kind whatsoever shall be brought into or kept in the Occupant's space or other part of the Terminal.

12. During such days and hours as the Terminal may not be fully open for business such as Sundays, Saturdays, holidays, late hours of the night and early hours of the morning, the Occupant shall, when entering or leaving the Terminal, if requested by a Port Authority representative, exhibit such authorization and means of identification as may from time to time be prescribed by the Port Authority or as may meet with the approval of such representative.

13. The Occupant shall not directly request any Port Authority employee to do any work or perform any service for it, but shall make all such requests to the Office of the Superintendent of the Terminal.

14. All obligations under [illegible]se Rules and Regulations shall apply n[illegible]ly to the Occupant, but also to the Occupant's offi[illegible], members, employees, agents, represen[illegible]ives, contractors, customers, guests, invitees and others doing business with it and the Occupant shall require and be responsible for compliance herewith by all such persons.

15. As used in these Rules and Regulations, the following terms shall have the respective meanings given below:

(a) "Occupant" shall mean a lessee, permittee or licensee of the Port Authority at the Terminal.

(b) "Space" shall mean any area in the Terminal which an Occupant, as herein defined, has the right or privilege to use or occupy exclusively pursuant to a lease, permit, license or permission from the Port Authority.

(c) "Superintendent of the Terminal" shall mean the person or persons from time to time designated by the Port Authority to exercise the powers and functions vested in the said Superintendent pursuant to these Rules and Regulations; but until further notice from the Port Authority, it shall mean the Superintendent (or the Acting Superintendent) of the Terminal for the time being or his duly designated representative or representatives.

(Port Authority Acknowledgment – N.Y.)

STATE OF NEW YORK
COUNTY OF NEW YORK } SS.:

On the 7th day of June, 1979, before me personally came JOSEPH L. VANACORE to me known, who, being by me duly sworn, did depose and say that he resides in ...; that he is DIRECTOR, TERMINALS DEPARTMENT Executive Director of The Port Authority of New York and New Jersey, (one of) the corporations described in and which executed the foregoing instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Commissioners of said corporation; and that he signed his name thereto by like order.

Frank Wyspianski Jr.

FRANK WYSPIANSKI, JR.
Notary Public, State of New York
No. 30-9759825
Qualified in Nassau County
Commission Expires March 30, 1980

(Corporate Acknowledgment – N.Y.)

STATE OF Arizona
COUNTY OF Maricopa } SS.:

On the 22 day of May, 1975, before me personally came John W. Uesta, to me known, who, being by me duly sworn, did depose and say that resides in ~~Greyhound Corporation~~; that he is the Group V.P. of ~~the Greyhound Corporation~~ one of the corporations described in and which executed the foregoing instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation; and that he signed his name thereto by like order.

Lin E. Manlik

My Commission Expires Nov 17, 1981

SUPP.
FORM A
7/6/73

RECEIVED
GLI FOOD SERVICES
SEP 15 1988
H. RICHARD LESKO

Port Authority Permit No. PBT-106 , dated January 11 , 1980
Supplement No. 1
Port Authority Facility - Port Authority Bus Terminal

THE PORT AUTHORITY OF NEW YORK
AND NEW JERSEY
One World Trade Center
New York, New York 10048

SUPPLEMENT TO PERMIT

THIS AGREEMENT, made by and between THE PORT AUTHORITY OF NEW YORK AND NEW JERSEY (hereinafter called "the Port Authority") and the undersigned (hereinafter called "the Permittee"),

WITNESSETH, that the Port Authority and the Permittee hereby agree to amend, effective as of October 1, 1982, that certain Permit (identified above by Port Authority Permit Number and by date and covering space and/or privileges at the above-mentioned Port Authority Facility) issued by the Port Authority to the Permittee, and hereinafter, as the same may have been previously supplemented and amended, called "the Permit", as follows:

1. In addition to the areas shown in diagonal hatching on Exhibit A, the Permittee, subject to all the terms, covenants and conditions of the Permit, including without limitation the provisions of Section 20 of the Terms and Conditions, shall be permitted in the areas shown in diagonal hatching on the sketch annexed hereto, hereby made a part hereof and marked "Exhibit B" to install machines dispensing the items specified in paragraph (a) of Special Endorsement No. 4 of the Permit.

Notwithstanding the foregoing, Permittee shall have the right to terminate the Permit as to the machines located in the area covered by Exhibit B on thirty (30) days prior written notice to the Port Authority without affecting Permittee's right to continue operating the machines located in the area covered by Exhibit A.

2. Attached hereto and hereby made a part hereof, is Standard Endorsement No. 8.0. The provisions of said Standard Endorsement shall be deemed a part of the Permit effective November 1, 1982.

3. As hereby amended, all the provisions of the Permit shall be and remain in full force and effect.

4. Neither the Commissioners of the Port Authority nor any of them, nor any officer, agent or employee thereof, shall be charged personally by the Permittee with any liability, or held liable to the Permittee, under any term or provision of this Supplement, or because of its execution or attempted execution, or because of any breach thereof.

IN WITNESS WHEREOF, the Port Authority and the Permittee have caused these presents to be executed.

Dated: as of October 1 , 19 82.

THE PORT AUTHORITY OF NEW YORK AND NEW JERSEY

By _____

(Title) DIRECTOR, TUNNELS, BRIDGES AND TERMINALS DEPARTMENT

APPROVED FOR TRANSMITTAL
FORM | TERMS

POST HOUSES, INC.

(Permittee)

By _____

(Title) President

If the Permittee should fail to pay any amount required under is Permit when due to t Port Authority, including without limitation any payment of any fixed or percentage fee or any payment of utility or other charges, or if any such amount is found to be due as the result of an audit, then, in such event, the Port Authority may impose (by statement, bill or otherwise) a late charge with respect to each such unpaid amount for each late charge period (hereinbelow described) during the entirety of which such amount remains unpaid, each such late charge not to exceed an amount equal to eight-tenths of one percent of such unpaid amount for each late charge period. There shall be twenty-four late charge periods on a calendar year basis; each late charge period shall be for a period of at least fifteen (15) calendar days except one late charge period each calendar year may be for a period of less than fifteen (but not less than thirteen) calendar days. Without limiting the generality of the foregoing, late charge periods in the case of amounts found to have been owing to the Port Authority as the result of Port Authority audit findings shall consist of each late charge period following the date the unpaid amount should have been paid under this Permit. Each late charge shall be payable immediately upon demand made at any time therefor by the Port Authority. No acceptance by the Port Authority of payment of any unpaid amount or of any unpaid late charge amount shall be deemed a waiver of the right of the Port Authority to payment of any late charge or late charges payable under the provisions of this Endorsement with respect to such unpaid amount. Nothing in this Endorsement is intended to, or shall be deemed to, affect, alter, modify or diminish in any way (i) any rights of the Port Authority under this Permit, including without limitation the Port Authority's rights set forth in Section 1 of the Terms and Conditions of this Permit or (ii) any obligations of the Permittee under this Permit. In the event that any late charge imposed pursuant to this Endorsement shall exceed a legal maximum applicable to such late charge, then, in such event, each such late charge payable under this Permit shall be payable instead at such legal maximum.

STANDARD ENDORSEMENT NO. 8.0
LATE CHARGES
All Facilities
7/30/82

SPECIAL ENDORSEMENTS

1. Prior to the execution of this Permit by either party, the following changes were made in the foregoing Terms and Conditions and the following substitutions shall be deemed to have been made:

(a) Section 1 was deleted in its entirety and the following Section 1 shall be deemed to have been inserted therefor:

"1. The permission granted by this Permit shall take effect upon the effective date set forth. Notwithstanding any other term or provision hereof, it may be revoked at any time with or without cause and with or without prior notice by the Port Authority or terminated by the Permittee without cause, by giving thirty (30) days' prior written notice to the Port Authority. Revocation or termination shall not relieve the Permittee of any liabilities or obligations hereunder which shall have accrued on or prior to the effective date of revocation or termination."

(b) The word "expiration" in the third line of the first paragraph of Section 9, the second line of the second paragraph of Section 9 and the third line of the third paragraph of Section 20 was deleted and the word "termination" shall be deemed to have been substituted therefor.

(c) The first paragraph of Section 17 was deleted in its entirety.

(d) The words "expiration or earlier" on the third line of subdivision (c) of Section 18 and the words "except for any policy expiring on the date of expiration of this Permit or thereafter" on the 13th and 14th lines of the second paragraph of Section 27 were deleted.

SPECIAL ENDORSEMENT

(e) Section 6 was deleted.

(f) The words "expiration or sooner" on the eighth line of the second paragraph of Section 28 were deleted and the words "termination or" shall be deemed to have been substituted therefor.

(g) The second paragraph of Section 26 was deleted in its entirety. The word "location" appearing in the third line of Section 26 was deleted and the word "Facility" was inserted therefor. The words "and which may be necessary to bring the electricity and/or cold water from the location at the Facility where it will be made available by the Port Authority" was inserted after the word "same" appearing at the end of the first sentence of the last paragraph of Section 26. The Port Authority shall have no obligation to make available any utilities or services whatsoever to the Permittee in the Storage Area.

It shall be unnecessary to physically indicate the foregoi changes, insertions and deletions on the foregoing Terms and Conditi

2. Subject to and in accordance with the provisions of Section 27 of the foregoing Terms and Conditions, the Permittee shall maintain and pay the premiums on a policy of comprehensive public liability, including products liability insurance, in not less than the following limits:

(a) Bodily Injury Liability: $500,000 for injury or wrongful death to one person: $500,000 for injury or wrongful death to more than one person from any one accident; $500,000 for aggregate products;

(b) Property Damage Liability: $500,000 for all damage arising out of injury to or destruction of property in any one accident: $500,000 for aggregate products.

3. (a) The Permittee shall pay the Port Authority a basic fee of One Hundred Fifty Dollars and No Cents ($150.00) per month which fee shall be payable on the effective date hereof and

on the first y of each and every calen r month thereafter during the effective period of the Permit. If the permission granted hereunder becomes effective on a date other than the first day of a calendar month or expires or is revoked or terminated on a date other than the last day of a calendar month, the basic fee payable for the part of the month during which the permission is in effect shall be computed by prorating the monthly fee on a daily basis, using the exact number of days in the month involved.

(b) The Permittee shall, in addition to the basic fee set forth in paragraph (a) above, pay the Port Authority a monthly percentage fee equivalent to seventeen percent (17%) of its monthly gross receipts. The monthly percentage fee shall be payable as follows: on the tenth day of the month following the month in which the effective date falls and on the 10th day of each and every month thereafter including the month following the month in which the termination or revocation date of the Permit occurs, the Permittee shall furnish to the Port Authority a sworn statement by a responsible fiscal officer of the Permittee showing its gross receipts for the preceding month; simultaneously with the submission of each such monthly statement the Permittee shall pay to the Port Authority an amount equal to seventeen percent (17%) of all of the gross receipts of the Permittee arising during the month for which the monthly statement is being submitted.

(c) All fees under the Permit shall be payable at the office of the Treasurer of the Port Authority, One World Trade Center, New York, New York 10048.

4. (a) The Permittee, subject to the provisions of Section 20 of the Terms and Conditions shall be permitted in the area shown in diagonal hatching on the sketch annexed hereto made a part hereof and marked "Exhibit A" to install machines dispensing the following items:

(i) cold sandwiches

(ii) milk

(iii) juices

(iv) candy

(v) cookies and crackers

(vi) gum

(vii) coffee

(viii) such non-alcoholic beverages and such other items as may be consented to in advance by the Port Authority.

(b) The Port Authority, subject to all the terms and conditions of the Permit, hereby grants the Permittee during the effective period of the Permit the right to use the area shown in crosshatching on Exhibit A solely for storage purposes (said area being sometimes called the "Storage Area") in connection with the Permittee's operations under this Permit. In addition to the Port Authority's right of revocation pursuant to Section 1 as amended by paragraph (a) of Special Endorsement No. 1 the Port Authority shall have the right without cause by giving thirty (30) days' prior written notice to the Permittee to revoke the permission granted by this paragraph (b) for the use of the Storage Area. Revocation by the Port Authority pursuant to this paragraph (b) shall not relieve the Permittee of any liabilities or obligations hereunder which shall have accrued as to the Storage Area on or prior to the effective date of revocation and all liabilities and obligations of the Permittee which would have accrued upon the effective date of revocation or termination of the entire Permit pursuant to Section 1 of the Terms and Conditions shall accrue as to the Storage Area on such effective date of revocation. In the event the Port Authority revokes the permission to use the Storage Area then from and after the effective date of such revocation the Permittee shall not be obligated to pay the basic monthly fee but nothing herein shall be construed to relieve the Permittee of all payments of the basic fee accruing on or before the effective date of revocation. The Permittee shall pay the percentage fee in the manner and the amount as set forth in Special Endorsement No. 3 regardless of whether the Port Authority exercises its right of revocation as to the Storage Area as set forth in this paragraph (b).

5. The Port Authority and The Greyhound Corporation have entered into a separate agreement for the letting of other premises at the Facility, such agreement being dated as of May 18, 1979

SPECIAL ENDORSEMENTS

and being identified by Port Authority Lease No. BT-G-8 was assigned to the Permittee with the consent of the Port Authority by assignment dated as of May 18, 1979. The effective date of this Permit shall be the same date as the term of the letting of said Lease No. BT-G-8 commences pursuant to Section 50 of said Lease.

For the Port Authority

Initialled:

For the Permittee

EWL

: For Port Au rity Use Only :
: P-BT-10 :
::::::::::::::::::::::::::::::

THE PORT AUTHORITY OF NEW YORK AND NEW JERSEY
One World Trade Center
New York, New York 10048

PERMIT

COIN OPERATED MACHINES

The Port Authority of New York and New Jersey (herein called "the Port Authority") hereby grants to the Permittee hereinafter named the privilege to install, maintain and service the hereinafter described Machines at the Port Authority Facility hereinafter named, in accordance with the Terms and Conditions hereof and the endorsements annexed thereto; and the Permittee agrees to pay the fees hereinafter specified, and to perform all other obligations imposed upon it in the Terms and Conditions and endorsements as hereinafter set forth:

1. **FACILITY:** PORT AUTHORITY BUS TERMINAL

2. **PERMITTEE:** POST HOUSES, INC.

3. **PERMITTEE'S ADDRESS:** Greyhound Tower - 3129 Phoenix, Arizona 85077

4. **PERMITTEE'S REPRESENTATIVE:** Mr. A.E. Smith

5. **MACHINES:** Per Special Endorsement No. 4.

6. **FEES:** Per Special Endorsement No. 3.

7. **EFFECTIVE DATE:** Per Special Endorsement No. 5.

8. **EXPIRATION DATE:** An indefinite period unless sooner revoked or terminated in accordance with Section 1 of the Terms and Conditions, as amended.

9. **ENDORSEMENTS:** 19.6, SPECIAL

Dated: January 11, 1980

THE PORT AUTHORITY OF NEW YORK AND NEW JERSEY

By _____

(Title) DIRECTOR, TUNNELS, BRIDGES AND TERMINALS DEPARTMENT

POST HOUSES, INC.

Permittee

By _____

(Title) John W. Teets, President

APPROVED FOR TRANSMITTAL
FORM | TERMS

TERMS AND CONDITIONS

~~1. The permission granted by this Permit shall~~ take effect upon the effective date hereinbefore ~~set forth~~, and shall expire upon the expiration date ~~hereinbefore~~ set forth, unless sooner revoked. Notwith~~standing~~ any other term or provision hereof, it ~~may be~~ revoked at any time with or without cause ~~and with~~ or without prior notice by the Executive Dir~~ector~~ of the Port Authority. Revocation shall not ~~relieve~~ the Permittee of any liabilities or obli~~gations hereunder~~ which shall have accrued on or prior to ~~the effective date of revocation~~.

2. As used in this Permit:

(a) The term "Executive Director" shall mean the person or persons from time to time designated by the Port Authority to exercise the powers and functions vested in the Executive Director by this Permit; but until further notice from the Port Authority to the Permittee, it shall mean the Executive Director of the Port Authority for the time being, or his duly designated representative or representatives.

(b) The term "Manager of the Facility" shall mean the person or persons from time to time designated by the Port Authority to exercise the powers and functions vested in the said Manager by this Permit; but until further notice from the Port Authority to the Permittee it shall mean the Manager (or temporary or Acting Manager) of the Facility for the time being, or his duly designated representative or representatives.

3. The rights granted hereby shall be exercised:

(a) if the Permittee is a corporation, by the Permittee acting only through the medium of its officers and employees;

(b) if the Permittee is an unincorporated association, or a "Massachusetts" or business trust, by the Permittee acting only through the medium of its members, trustees, officers, and employees;

(c) if the Permittee is a partnership, by the Permittee acting only through the medium of its partners and employees; or

(d) if the Permittee is an individual, by the Permittee acting only personally or through the medium of his employees.

The Permittee shall not assign or transfer this Permit or any of the rights or privileges granted hereby, or enter into any contract requiring or permitting the doing of anything hereunder by an independent contractor, without the prior written approval of the Port Authority. In the event of the issuance of this Permit to more than one individual or other legal entity (or to any combination thereof), then and in that event each and every obligation or undertaking herein stated to be fulfilled or performed by the Permittee shall be the joint and several obligation of each such individual or other legal entity.

4. This Permit does not constitute the Permittee the agent or representative of the Port Authority for any purpose whatsoever. Neither a partnership nor any joint adventure is hereby created, notwithstanding the fact that all or a portion of the fees to be paid hereunder may be determined by gross receipts from the operations of the Permittee hereunder.

5. The operations of the Permittee, its employees, invitees and those doing business with it, shall be conducted in an orderly and proper manner and so as not to annoy, disturb or be offensive to others at the Facility. The Permittee shall provide and its employees shall wear or carry badges or other suitable means of identification and upon the request of the Port Authority, the employees shall wear appropriate uniforms. The badges, means of identification and uniforms shall be subject to the prior written approval of the Manager of the Facility. The Port Authority shall have the right to object to the Permittee regarding the demeanor, conduct and appearance of the employees and invitees of the Permittee, and of those doing business with it, whereupon the Permittee will take all steps necessary to remove the cause of the objection.

~~6. The Permittee, its employees, invitees and~~ others doing business with it shall ~~have no right~~ hereunder to park vehicles within ~~the Facility~~ beyond a reasonable loading or ~~discharging~~ time, except in regular parking ~~areas and upon payment of the regular charges therefor~~.

7. The Permittee shall indemnify and hold harmless the Port Authority, its Commissioners, officers, employees, agents and representatives, of and from all claims and demands of third persons, arising out of the operations of the Permittee hereunder; this indemnity shall extend to and include the contractual obligation of indemnity, if any, undertaken by the Port Authority in favor of the lessor, if any, of the Facility or of any portions thereof. Without limiting the generality of the foregoing, if the Machines dispense items or render services, all injuries or damages arising out of the use or consumption of such items or out of the services shall be deemed to arise out of operations of the Permittee hereunder.

8. The Permittee shall promptly repair or replace all property of the Port Authority damaged by the operations of the Permittee hereunder. The Permittee shall not install any fixtures or make any alterations or improvements in or additions or repairs to any property of the Port Authority except with its prior written approval.

9. All Machines covered by this Permit and other property of the Permittee placed on or kept at the Facility shall be removed on or before the expiration of the permission hereby granted. In the event of revocation, the Permittee shall have two days, exclusive of Saturdays, Sundays and legal holidays (as determined by the laws of the State of New Jersey or of the State of New York, as the case may require), after the effective date of revocation, in which to remove its Machines and other property.

If the Permittee shall so fail to remove its Machines and other property upon the expiration or revocation hereof, the Port Authority may, at its option, as agent for

the Permittee and at the risk and expense of the Permittee, remove such Machines and other property to a public warehouse, or may retain the same in its own possession, and in either event after the expiration of thirty days may sell the same at public auction; the proceeds of any such sale shall be applied first to the expenses of removal, sale and storage, second to any sums owed by the Permittee to the Port Authority; any balance remaining shall be paid to the Permittee. Any excess of the total cost of removal, storage and sale over the proceeds of sale shall be paid by the Permittee to the Port Authority upon demand.

10. The Permittee represents that it is the owner of or fully authorized to use and/or sell any and all services, processes, machines, articles, marks, names or slogans used and/or sold by it in its operations under or in any wise connected with this Permit. Without in any wise limiting its obligations under Section 7 hereof the Permittee agrees to indemnify and hold harmless the Port Authority, its Commissioners, officers, employees, agents and representatives of and from any loss, liability, expense, suit or claim for damages in connection with any actual or alleged infringement of any patent, trademark or copyright, or arising from any alleged or actual unfair competition or other similar claim arising out of the operations of the Permittee under or in any wise connected with this Permit.

11. The Port Authority shall have the right at any time and as often as it may consider it necessary to inspect the Machines and equipment of the Permittee, and any activities or operations of the Permittee hereunder. Upon request of the Port Authority, the Permittee shall operate or demonstrate any Machines or equipment owned by or in the possession of the Permittee on the Facility or to be placed or brought on the Facility, and shall demonstrate any process or other activity being carried on by the Permittee hereunder. Upon notification by the Port Authority of any deficiency in any Machine or piece of equipment, the Permittee shall immediately make good the deficiency or withdraw the Machine from service, and provide a satisfactory substitute.

12. The Permittee's representative hereinbefore specified (or such substitute as the Permittee may hereafter designate in writing) shall have full authority to act for the Permittee in connection with this Permit, and to do any

act or thing to be done hereunder, and to execute on behalf of the Permittee any amendments or supplements to this Permit or any extension thereof, and to give and receive notices hereunder.

13. A bill or statement may be rendered, and any notice or communication which the Port Authority may desire to give the Permittee shall be deemed sufficiently rendered or given, if the same is in writing and sent by registered mail addressed to the Permittee at the address specified on the first page hereof or at the address that the Permittee may have most recently substituted therefor by notice to the Port Authority, or left at such address, or delivered to the representative of the Permittee, and the time of rendition of such bill or statement and of the giving of such notice or communication shall be deemed to be the time when the same is mailed, left or delivered as herein provided. Any notice from the Permittee to the Port Authority shall be validly given if sent by registered mail addressed to the Executive Director of the Port Authority at One World Trade Center, New York, New York 10048, or at such other address as the Port Authority shall hereafter designate by notice to the Permittee.

14. The Permittee shall observe and obey (and compel its officers, employees, guests, invitees, and those doing business with it to observe and obey) the rules and regulations of the Port Authority now in effect, and such further reasonable rules and regulations which may from time to time during the effective period of this Permit, be promulgated by the Port Authority for reasons of safety, health, preservation of property or maintenance of a good and orderly appearance of the Facility or for the safe and efficient operation of the Facility. A set of Rules and Regulations may be obtained from the Secretary of the Port Authority, One World Trade Center, New York, New York 10048. The Port Authority agrees that except in cases of emergency it shall give notice to the Permittee of every further rule and regulation adopted by it at least five days before the Permittee shall be required to comply therewith.

15. The Permittee shall procure all licenses, certificates, permits or other authorization from all governmental authorities, if any, having jurisdiction over the Permittee's operations at the Facility which may be necessary

for the Permittee's operations thereat.

The Permittee shall pay all taxes, license, certification, permit and examination fees and excises which may be assessed, levied, exacted or imposed on the Machines or other property of the Permittee, or the ownership, possession or use thereof, or on the Permittee's operations hereunder or on the gross receipts or income from such operation, and shall make all applications, reports and returns required in connection therewith.

The Permittee shall promptly observe, comply with and execute the provisions of any and all present and future governmental laws, rules, regulations, requirements, orders and directions which may pertain or apply to the Permittee's operations at the Facility.

The Permittee's obligations to comply with governmental requirements are provided herein for the purpose of assuring proper safeguards for the protection of persons and property at the Facility and are not to be construed as a submission by the Port Authority to the application to itself of such requirements or any of them.

16. The Permittee shall not do or permit to be done any act which,

(a) will invalidate or be in conflict with any fire insurance policies covering the Facility or any part thereof. or upon the contents of any building thereon, or

(b) will increase the rate of any fire insurance on the Facility or any part thereof or upon the contents of any building thereon, or

(c) in the opinion of the Port Authority will constitute a hazardous condition, so as to increase the risks normally attendant upon the operations contemplated by this Permit.

The Permittee shall promptly observe, comply with and execute the provisions of any and all present and future rules and regulations, requirements, orders and directions of the National Fire Protection Association, and, if the operations are in New York, the New York Fire Insurance Rating Organization or if the Permittee's operations hereunder are in New Jersey, the

Fire Insurance Rating Organization of New Jersey, and any other body or organization exercising similar functions which may pertain or apply to the Permittee's operations hereunder. If by reason of the Permittee's failure to comply with the provisions of this Section, any fire insurance rate on the Facility or any part thereof or upon the contents of any building thereon shall at any time be higher than it otherwise would be, then the Permittee shall on demand pay the Port Authority that part of all fire insurance premiums paid or payable by the Port Authority which shall have been charged because of such violation by the Permittee.

For the purpose of this Section, "Facility" includes all structures located thereon.

~~17. All fee payments hereunder shall be made at the~~ office of the Treasurer of the Port Authority, One World Trade Center, New York, New York 10048, or at such other office as may hereafter be substituted therefor by notice to the Permittee. The basic fee, if any, or the part thereof which may be prorated as hereinafter provided, shall be due and payable in advance on the effective date hereof and on the first day of each and every month thereafter. The percentage fee, if any, or if that percentage fee is additional to a basic fee, the portion thereof prorated as hereinafter provided, and any fees or part thereof mentioned on the first page of this Permit to be measured by the number of items and/or units of service dispensed by a Machine, shall be due and payable monthly on the tenth day of the month following the calendar month in which the effective date hereof falls, and on the tenth day of each month thereafter and shall be based on the Permittee's gross receipts, sales made and services rendered in the preceding calendar month, provided, however, that if the permission granted hereby shall expire or be revoked effective on a date other than the last day of a month, the percentage fee or prorated part thereof, or the fee or part thereof measured by the number of items or units of service, shall be due and payable within ten days after such date. If the permission granted by this Permit commences on a date other than the first day of a month, or if the said permission expires or is revoked effective on a date other than the last day of a month, the fees due for the period of time during which the said permission shall have been in effect shall be the fees ~~specified on the first page of this Permit, prorated however in~~

~~the case of a basic fee or in the case of a basic fee and~~ percentage fee, in the same proportion that the number of days the permission is in effect bears to thirty days, as follows: the portion of the basic fee due shall be computed by prorating the monthly basic fee on the above basis; the amount of the percentage fee shall be equivalent to the excess over the prorated basic fee of the percentage applied to the gross receipts arising in such portion of the month. There shall be no proration of other fees. The computation of fees for each month, or for a portion of a month as provided above, shall be individual to such month or such portion of a month, and without relation to any ~~other month or any other portion of a month.~~

The term "gross receipts" shall include all monies paid or payable to the Permittee for sales made and for services rendered at the Facility pursuant to the permission granted hereby, provided, however, that if the fees or any part thereof mentioned on the first page of this Permit are measured in whole or in part by the Permittee's gross receipts and by the number of items and/or units of service dispensed by a Machine the monies paid or payable to the Permittee by customers for said items and/or units of services shall be excluded from "gross receipts" and provided, further, however, that any taxes imposed by law which are separately stated to and paid by the customer and directly payable to the taxing authority by the Permittee, shall be excluded therefrom.

18. If the fee or fees mentioned on the first page of this Permit are measured in whole or in part by the Permittee's gross receipts or by the number of items or units of service dispensed by a Machine, the Permittee shall,

(a) use its best efforts in every proper manner to develop and increase the business conducted by it hereunder;

(b) not divert or cause or allow to be diverted, any business from the Facility;

(c) maintain in accordance with accepted accounting practice during the effective period of the Permit and for one (1) year after the expiration or earlier revocation or termination thereof, and for a further period extending until the Permittee shall receive written permission.

from the Port Authority to do otherwise, records and books of account recording all sales of merchandise and charges for services made through the Machines and all transactions at, through or in any wise connected with the Facility, which records and books of account shall be kept at all times within the Port of New York District;

(d) permit in ordinary business hours during the effective period of the Permit, for one (1) year thereafter, and during such further period as is mentioned in the preceding subdivision, the examination and audit by the officers, employees and representatives of the Port Authority of such records and books of account;

(e) permit the inspection by the officers, employees and representatives of the Port Authority of any equipment or devices used by the Permittee, including but not limited to coin receptacles and counting or metering devices attached to the Machines;

(f) furnish on or before the tenth day of each month following the effective date of this Permit a sworn statement of gross receipts arising out of operations of the Permittee hereunder, and if the fees or any part thereof mentioned on the first page of this Permit are based in whole or in part on the number of items or units of service dispensed by a Machine, a sworn statement showing the number of such items and/or units of service dispensed during the preceding month. When the gross receipts exceed $8,000 monthly the statements shall be certified at the Permittee's expense, by a certified public accountant; and

(g) install and use such equipment or devices for recording sales made and services rendered as may be appropriate to the Permittee's business and necessary or desirable to keep accurate records of gross receipts and sales made and services rendered.

19. Collections shall be made from the Machines in the manner and at the times specified by the Port Authority. The Port Authority shall have the right at any time and from time to time to prohibit the Permittee from making any collection from any Machines except in the presence of a representative of the Superintendent of the Facility or a representative of the Comptroller's Department of the Port Authority.

20. Machines shall dispense only such merchandise and render only such services as are approved in writing by the Port Authority. Specification of merchandise and/or services in Section 5 on the first page hereof shall be an approval hereunder and all approvals hereunder shall be subject to the terms of Section 29 hereof.

The Port Authority shall designate in writing the number of Machines to be installed, maintained and serviced under this Permit and it may in its discretion, from time to time, consent to the inclusion under this Permit of an additional Machine or Machines, such additional Machine or Machines to dispense such items only and render such services only as may be approved in writing by the Port Authority. The location of each Machine covered by this Permit is to be only that designated in writing by the Port Authority. The Port Authority shall have the right, from time to time, to redesignate in writing the location or locations of any or all Machines covered by this Permit, and the Permittee shall thereupon, at its own expense, comply therewith by promptly removing and reinstalling each such Machine. The Port Authority shall also have the right, from time to time, to direct that the number of Machines covered by this Permit be decreased and the Permittee shall promptly remove the Machines as directed.

In the event of the removal of any or all of the Machines covered by this Permit for any reason, including, but not limited to revocation, expiration, redesignation or decrease, the Permittee shall, at its own expense, immediately restore the Facility at and about the location to the same condition as before the installation, including the removal of any wires, conduits, outlets, ducts and pipes installed by or for the Permittee.

21. The purposes of the Port Authority in extending the permission granted hereby is to have available at the Facility the merchandise and services which the Permittee is permitted to sell and render hereunder, and the Permittee agrees that it will conduct a first class operation and will furnish all necessary or proper Machines, fixtures, equipment, personnel, supplies, materials and other facilities and replacements therefor.

The Permittee shall provide new Machines of the latest design and shall maintain all the Machines in first class appearance, condition and working order, and if the Machines dispense items, the Permittee shall keep the Machines always well stocked with merchandise of first class quality and fit for human use, and if the merchandise is intended for consumption, it shall be fresh and safely consumable. The Permittee covenants that all its merchandise and services shall comply with all applicable federal, state, municipal and other governmental laws, ordinances and regulations.

22. The Permittee shall furnish all merchandise and all services at reasonable prices and at the times and in a manner which will be fully satisfactory to the public and to the Port Authority. All prices charged by the Permittee shall be subject to the prior written approval of the Port Authority, provided, however, that such approval will not be withheld if the proposed prices do not exceed reasonable prices for similar merchandise and services in the municipality in which the machines are located. The Permittee shall cause the merchandise sold and the services rendered by the Machines to be available to the public during such hours of the day and on such days of the week as may properly serve the needs of the public. The Port Authority's determination of reasonable prices and proper business hours and days shall control.

23. The Permittee shall not place or cause or permit to be placed any sign, poster or advertising matter whatsoever of the Permittee or of third parties on the Facility or on the Machines or the items dispensed therefrom without the prior written approval of the Port Authority. The restriction hereunder shall not apply to manufacturers' own advertising appearing on items dispensed by the Machines. The Port Authority may at any time and from time to time withdraw its approval under this Section. Any sign, poster or advertising matter not so approved may be removed by the Port Authority at the expense of the Permittee.

24. Notwithstanding the provisions of Section 23 hereof, the Permittee shall maintain in a conspicuous place on each Machine a small but legible plate setting forth the name and address of the Permittee.

The Permittee shall promptly handle in a manner satisfactory to the Port Authority all customer complaints including but not limited to those based on failure or malfunction of the Machines or defective merchandise dispensed or services rendered therefrom or thereby and the Permittee shall make all suitable refunds, exchanges, credits and allowances in connection therewith.

25. The Permittee shall daily remove from the Facility all garbage, debris, litter, liquids and other waste materials arising out of the operation of the Machines, or customer disposal of the Permittee's merchandise.

For the purpose of temporary storage, the Permittee shall provide and maintain in a clean and sanitary

condition, suitable garbage and waste receptacles, the same to be made of metal and equipped with tight fitting covers. The covers may have self-closing openings for disposal purposes. The receptacles shall be kept completely covered except when filling or emptying the same. The Permittee shall exercise extreme care in removing such garbage, debris, litter and other waste materials from the Facility. The manner of such storage and removal shall be subject in all respects to the approval of the Port Authority. No facilities of the Port Authority shall be used for such removal and storage without the approval of the Superintendent of the Facility.

26. The Port Authority shall furnish electricity of the voltage, phase and type already available at the location and cold water sufficient for the operation of such of the Machines as may require the same, provided, however, that the Port Authority may at any time after installation of appropriate meters, sell electricity and/or cold water to the Permittee and the Permittee agrees to pay therefor at the same rates charged by the Port Authority to other permittees at the Facility at the time the electricity and/or cold water is supplied for the same quantity, under the same conditions and in the same service classification. Charges for electricity and/or cold water shall be payable when billed. The quantity of service consumed shall be measured by meters installed for the purpose; provided, however, that if for any cause any meter fails to record the consumption of electricity or cold water, the consumption during the period the meter is out of service will be considered to be the same as the consumption for a like period either immediately before or immediately after the interruption, as selected by the Port Authority.

~~The Port Authority shall also make available~~ without additional charge, ~~non-exclusive~~ toilet and washroom ~~facilities for the employees of the Permittee.~~

No failure, delay, or interruption in supplying agreed services (whether separately charged for or not) shall release the Permittee from any of its obligations hereunder or be, (unless resulting from the negligence of the Port Authority and continuing for a period of five days after notice to the Port Authority) grounds for any claim by the Permittee for damages, consequential or otherwise.

The Permittee shall provide and install all wires, conduits, outlets, ducts and pipes necessary to supply the electricity and/or cold water to the Machines which may require the same. Such installation shall be subject to the provisions of Section 8 hereof.

27. The Permittee, in its own name as assured and for the benefit of itself, shall maintain and pay the premiums on the policies of insurance described in any endorsements attached hereto which shall cover its operations hereunder and shall be effective during the effective period of this Permit. The Port Authority shall not be named as an insured in any insurance policy required hereunder unless it shall at any time otherwise direct.

Certified copies of the policies or a certificate or certificates evidencing the existence thereof or binders shall be delivered to the Port Authority prior to the effective date of this Permit. In the event any binder is delivered, it shall be replaced within fifteen days by a certified copy of the policy or a certificate. Each such copy or certificate shall contain a valid provision or endorsement that the policy may not be cancelled, terminated, changed or modified without giving ten days' written advance notice thereof to the Port Authority. A renewal policy shall be delivered to the Port Authority at least fifteen days prior to the expiration date of each expiring policy except for any policy expiring on the date of expiration of this Permit or thereafter. If at any time any of the policies shall be or become unsatisfactory to the Port Authority as to form or substance, or if the companies issuing such policies shall be or become unsatisfactory to the Port Authority, the Permittee shall promptly obtain a new and satisfactory policy in replacement.

28. Except as specifically provided herein to the contrary, the permittee shall not, by virtue of the issue and acceptance of this Permit, be released or discharged from any liabilities or obligations whatsoever under any other Port Authority permits or agreements including but not limited to any permits to make alterations.

In the event that any space or location covered by this Permit is the same as is or has been covered by another Port Authority Permit or other agreement with the Permittee, then any liabilities or obligations which by the

terms of such permit or agreement, or permits thereunder to make alterations, mature at the expiration or revocation or termination of said permit or agreement, shall be deemed to survive and to mature at the expiration or sooner revocation of this Permit, insofar as such liabilities or obligations require the removal of property from and/or the restoration of the space or location.

29. The Port Authority may at any time and from time to time by notice to the Permittee withdraw or modify any approval, designation or direction given hereunder by the Port Authority.

30. The privilege granted by this Permit is non-exclusive.

31. Wherever in this Permit, including all endorsements and exhibits thereto, the pronoun "it" or the adjective "its" may occur, referring to the Permittee, the said pronoun or adjective shall be deemed and taken to mean "it", "he", "him", "she", "her", "they", "them", or "its", "his", "her", "hers", "their", or "theirs", as the circumstances of the reference and the gender and number of the Permittee may require.

32. Neither the Commissioners of the Port Authority nor any of them, nor any officer, agent or employee thereof, shall be charged personally by the Permittee with any liability, or held liable to the Permittee under any term or provision of this Permit, or because of its execution or attempted execution, or because of any breach thereof.

33. This Permit, including the attached endorsements and exhibits, if any, constitutes the entire agreement of the Port Auhority and the Permittee on the subject matter hereof. It may not be changed, modified, discharged or extended, except by written instrument duly executed on behalf of the Port Authority and the Permittee. The Permittee agrees that no representations or warranties shall be binding upon the Port Authority unless expressed in writing herein.

"Port Authority Bus Terminal" or "Terminal" shall mean the building*~~bounded by 40th and 41st Streets, 8th and 9th Avenues,~~ in the City, County and State of New York.

* located in the area bounded by Eighth Avenue, West 40th Street, Ninth Avenue and West 42nd Street

STANDARD ENDORSEMENT NO. 19.6

Port Authority Bus Terminal

1/29/51

Port Authority Lease No. BTG-8
Supplement No. 2
Port Authority Bus Terminal

SUPPLEMENTAL AGREEMENT

THIS AGREEMENT, made as of December 14, 1993, by and between THE PORT AUTHORITY OF NEW YORK AND NEW JERSEY (hereinafter called "the Port Authority") and GREYHOUND LINES, INC. (successor in interest to GLI Food Services, Inc. and hereinafter called "the Lessee"),

WITNESSETH, That:

WHEREAS, heretofore and as of May 18, 1979, the Port Authority and The Greyhound Corporation entered into an agreement of lease identified by the above Port Authority Lease Number (which agreement of lease as the same has been heretofore supplemented and amended is hereinafter called "the Lease"), covering certain premises at the Port Authority Bus Terminal in the Borough of Manhattan, City, County and State of New York, all as more particularly described in the Lease; and

WHEREAS, by agreement made as of May 18, 1979 by and among the Port Authority, The Greyhound Corporation and Post Houses, Inc., the Lease was assigned to Post Houses, Inc.; and

WHEREAS, by agreement as of December 31, 1989 by and among the Port Authority, Greyhound Food Management, Inc. (successor in interest to Post Houses, Inc.) and GLI Food Services, Inc. the Lease was further assigned to the GLI Food Services, Inc.; and

WHEREAS, pursuant to Chapter 11 of the United States Bankruptcy Code, GLI Food Services, Inc. filed a petition in bankruptcy seeking reorganization, and the Court having jurisdiction over the estate of GLI Food Services, Inc. has approved a plan of reorganization whereby the Lease was assumed by GLI Food Services, Inc. and thereafter assigned to Greyhound Lines, Inc., and pursuant to such plan, and following such assignment, GLI Food Services, Inc. has filed a certificate of dissolution effective October 31, 1991; and

WHEREAS, the Port Authority and the Lessee desire to extend the term of the letting under the Lease, to add to the premises under the Lease and to amend the Lease in certain other respects as hereinafter set forth;

NOW, THEREFORE, for and in consideration of the covenants and mutual agreements herein contained, the Port Authority and the Lessee hereby agree as follows:

1. The term of the letting under the Lease is hereby extended for the period ending at 11:59 o'clock P.M. on September 30, 1999, unless sooner terminated.

2. From and after May 1, 1994 the Lessee shall pay a basic rental and percentage rental to the Port Authority for the portion of the premises shown on Exhibit A attached to the Lease as follows:

(a) During the period commencing on May 1, 1994 and continuing up to and including September 30, 1994, the Lessee shall continue to pay to the Port Authority the basic rental and percentage rental set forth in Item 1 of Exhibit B to the Lease at the times and in the manner set forth therein.

(b) During the period commencing on October 1, 1994 and continuing for the balance of the term of the letting under the Lease as herein amended and extended, in lieu of the provisions of Item 1 of Exhibit B of the Lease the following shall apply with respect to all gross receipts arising from the Lessee's operations in the premises during such period:

(1) Definitions:

(a) "Annual period" shall mean, as the context requires, the twelve-month period commencing on October 1, 1994 and each of the twelve-month periods thereafter successively occurring during the balance of the term of the letting under this Agreement.

(b) "Annual exemption amount" shall mean the sum of Five Hundred Thousand Dollars and No Cents ($500,000.00) as the same may be reduced by the operation of the abatement and/or proration provisions hereof.

(c) For the purpose of calculating the percentage rental due for any annual period which contains more or less than 365 days, the annual exemption amount shall be prorated over the actual number of days contained in such annual period.

(2) Basic Rental:

During the period commencing on October 1, 1994 and continuing for the balance of the extended term of the letting under the Lease as herein

amended, the Lessee shall pay to the Port Authority a basic rental for the premises at the rate of Fifty-six Thousand Dollars and No Cents ($56,000.00) per annum. The time for making payments of basic rental and the method of computation thereof shall be in accordance with the provisions of subparagraph (4) of this paragraph.

(3) Percentage Rental:

During the period commencing on October 1, 1994 and continuing for the balance of the extended term of the letting under the Lease as herein amended, the Lessee shall pay to the Port Authority an annual percentage rental equivalent to fifteen percent (15%) of all gross receipts of the Lessee arising during each annual period which are in excess of the annual exemption amount established for such annual period. The computation of percentage rental for each annual period, or a portion of an annual period, as hereinabove provided, shall be individual to such annual period, or such portion of an annual period, and without relation to any other annual period, or any other portion of any annual period. The time for making payments of basic rental and the method of computation thereof shall be in accordance with the provisions of subparagraph (4) of this paragraph.

(4) Time of Payment of Rentals, Computations of Amounts and Accounting:

(a) The Lessee shall pay the basic rental in advance in equal monthly installments of Four Thousand Six Hundred Sixty-six Dollars and Sixty-seven Cents ($4,666.67) each on October 1, 1994 and on the first day of each and every month thereafter occurring during the extended term of the letting under the Lease as herein amended.

(b) The Lessee shall pay the percentage rental as follows: on the 20th day of November, 1994 and on the 20th day of each and every month thereafter occurring during each annual period occurring during the extended term of the letting under the Lease as herein amended, including the month following the end of each annual period, the Lessee shall render to the Port Authority a statement showing the amount of gross receipts arising from its operations in the premises during the preceding month, and the cumulative amount of such gross receipts arising from its operations in the premises from the date of the commencement of the annual period for which the report is made through the last day of the preceding calendar month; whenever any such

statement shall show that the cumulative amount of gross receipts for that annual period are in excess of the annual exemption amount established for that annual period, the Lessee shall pay at the time of rendering the statement an amount equal to the percentage set forth in subparagraph (3) of this paragraph applied to such excess and shall thereafter on the 20th day of each month during that annual period and the month following the end of that annual period pay an amount equal to the percentage set forth in subparagraph (3) of this paragraph applied to the gross receipts arising during each subsequent month during that annual period. At any time that the annual exemption amount is decreased by abatement as herein provided so that there is an excess of gross receipts as to which the percentage rental has not been paid, such percentage rental shall be payable to the Port Authority on demand. The Lessee's statement following the close of each annual period shall report total gross receipts for such annual period and total percentage rental due therefor and if any adjustments are required, the same shall be made at the time such report is rendered.

(c) Upon any termination of the extended term of the letting under the Lease as herein amended (even if stated to have the same effect as expiration), the Lessee, shall within twenty (20) days after the effective date of such termination, make a payment of rental computed as follows: first, if the extended term of the letting under the Lease as herein amended is terminated effective on a date other than the last day of a month, the basic rental for the portion of the month during which the letting is effective shall be the amount of the monthly installment of basic rental prorated on a daily basis, and if the monthly installment due on the first day of that month has not been paid the Lessee shall pay the prorated part of the amount of that installment; if the monthly installment has been paid, then the excess thereof shall be credited to the Lessee's other obligations under this Agreement; second, the Lessee shall within twenty (20) days after the effective date of termination render to the Port Authority a sworn statement of all its gross receipts for the annual period in which the effective date of termination occurs; and third, the payment then due on account of percentage rental for the annual period in which the effective date of termination occurs shall be the excess of the percentage rental, computed as follows, over the total of such percentage rental payments previously made for such annual period: an amount equal to the percentage set forth in subparagraph (3) of this paragraph applied to the gross receipts of the Lessee for such annual period which are in

excess of the annual exemption amount established for such annual period, except that such annual exemption amount shall be prorated by multiplying same by a fraction, the numerator of which shall be the number of days from the commencement of that annual period to the effective date of termination, both dates inclusive, and the denominator of which shall be 365.

(5) Abatement:

(a) For every calendar day or major fraction thereof that the Lessee shall be entitled to abatement during the period from October 1, 1994 to the expiration date of the extended term of the letting under the Lease as herein amended, both dates inclusive, the basic rental payable during such period shall be reduced by the product obtained by multiplying One Hundred Fifty-three Dollars and Forty-two Cents ($153.42) by a fraction, the numerator of which shall be the number of square feet of floor space in the premises as to which the abatement applies and the denominator of which shall be the total number of square feet in the premises.

(b) For the purpose of abatement, the ascertainment of the number of square feet contained in the premises to be measured shall be in accordance with the following: areas of the premises and parts thereof will be computed by measuring from the inside plaster surface of outer building walls to the plaster surface of the corridor side of corridor partitions and to the center of partitions that separate the premises from adjoining rentable area; no deduction will be made for columns, pilasters, or projections necessary to the building or for toilets, porter's closets, and slop sinks used exclusively by the Lessee and contained within the premises. Permanent partitions enclosing elevator shafts, stairs, fire towers, vents, pipe shafts, meter closets, flues, stacks and any vertical shafts have the same relation to rentable areas as do outer building walls.

(c) As used in this subparagraph (5), "premises" shall be deemed to refer solely to the portion of the premises shown on Exhibit A attached to the Lease.

(6) Nothing contained in the foregoing shall affect the survival of the obligations of the Lessee as set forth in Section 24 of this Agreement."

3. (a) In addition to the premises heretofore let to the Lessee under the Lease, the letting as to which shall continue in full force and effect subject to and in accordance with all the terms, provisions, covenants and conditions of the Lease as herein amended and extended, the Port Authority hereby lets to the Lessee and the Lessee hires and takes from the Port Authority, at the Port Authority Bus Terminal, in the Borough of Manhattan, City, County and State of New York, the space shown in diagonal hatching on the sketch annexed hereto, marked "Exhibit A-1" and hereby made a part hereof, together with the fixtures, improvements and other property, if any of the Port Authority located or to be located therein or thereon, the said space, fixtures, improvements and other property of the Port Authority (all of which is hereinafter collectively called "the Additional Premises"), to be and become a part of the premises under the Lease as herein amended and extended for the period commencing on January 1, 1994 and continuing for the balance of the term of the letting under the Lease as herein amended and extended, unless sooner terminated. The Port Authority and the Lessee hereby acknowledge that the Additional Premises constitutes non-residential real property.

(b) The Lessee shall use the Additional Premises solely for storage purposes in connection with its use of the premises pursuant to Section 3 of the Lease as herein amended and for no other purpose or purposes whatsoever.

(c) The Lessee acknowledges that it has not relied upon any representation or statement of the Port Authority or of its Commissioners, officers, employees or agents as to the suitability of the Additional Premises for its permitted operations therein. The Lessee acknowledges that prior to the execution of this Agreement it has thoroughly examined and inspected the Additional Premises and has found the same to be in good order and repair and has determined the same to be suitable for the Lessee's operations therein. The Lessee agrees to and shall take the Additional Premises in its "as is" condition and the Port Authority shall have no obligation for finishing work or preparation of the Additional Premises for the Lessee's use. The Lessee agrees that no portion of the Additional Premises will be used initially or at any time during the letting which is in a condition unsafe or improper for the conduct of the Lessee's permitted operations therein so that there is the possibility of injury or damage to life or property and the Lessee further agrees that before any use it will immediately correct any such unsafe or improper condition.

(d) The Port Authority shall provide no utilities or services in the Additional Premises.

(e) In addition to all other rentals payable under the Lease as herein amended and extended, the Lessee shall pay a basic rental for the Additional Premises at the rate of Six Hundred Twenty-nine Dollars and Eight-four Cents ($629.84) per annum, payable in advance in equal monthly installments of Fifty-two Dollars and Forty-nine Cents ($52.49) each on January 1, 1994 and on the first day of each and every calendar month thereafter occurring during the balance of the term of the letting of the Additional Premises under the Lease as herein amended and extended.

4. (a) Effective from and after December 15, 1993, in addition to the rights granted under the Lease to use and occupy the premises, the Port Authority hereby grants to the Lessee during the term of the letting hereunder permission to use and occupy such area on the Lower Lever of the North Wing of the Terminal as shall be designated by the Port Authority in advance in writing for the installation, placement, operation, and maintenance in such area (such area being sometimes hereinafter referred to as the "Concession Area") of a portable free standing self-contained cart of such design, construction, material, appearance, and finishing characteristics as shall have been approved by the Port Authority in advance for the purposes set forth in Section 3 of the Lease and for no other purpose whatsoever.

(b) The Port Authority makes no representations or warranties as to the location, size, adequacy or suitability of any Concession Area designated for the Lessee's use for the purposes contemplated hereunder. The Lessee agrees to accept the Concession Area in its "as is" condition and acknowledges and agrees that it has not relied on any representations or statement of the Port Authority, its Commissioners, officers, employees or agents as to the condition or the suitability thereof for use by the Lessee for the purposes contemplated hereunder. The Lessee agrees that no portion of the Concession Area will be used initially or at any time during the term of the letting which is in a condition unsafe or improper for the purposes contemplated hereunder and the Lessee further agrees that before any use it will immediately correct any such unsafe or improper condition.

(c) The Lessee shall not permit the installation or placement of any carts in the Concession Area without the prior written approval of the Port Authority as to the design and type of cart to be installed or placed as well as the method and manner of installation or placement. To such end the Lessee, prior to the installation or placement of any cart in the Concession Area, shall set forth in detail and submit to the Port

Authority for its approval the design and type of cart to be installed or placed in such Concession Area and the method and manner of the installation or placement work to be performed. The Lessee shall be responsible at its sole cost and expense for the performance of the installation or placement work. Any installation, placement or attachment made without the approval of the Port Authority and any such that does not continue to meet with the continuing approval of the Port Authority shall immediately be removed by the Lessee and in the event of the Lessee's failure to remove the same the Port Authority may do so at the Lessee's sole cost and expense. The Port Authority reserves the right to require the Lessee to obtain the approval of the Port Authority as to the time and manner of any maintenance, servicing and repair operations upon any carts, facilities, fixtures or property installed in, placed upon, or attached to the Concession Area.

(d) The Port Authority may at any time and from time to time, without cause, revoke the privilege granted hereunder as to the Concession Area designated by the Port Authority by seven (7) days' notice to the Lessee and may at any time and from time to time, require the Lessee to relocate from the designated Concession Area to a different location within the Facility and the Lessee agrees that it shall comply promptly at its own expense with any such direction or requirement from the Port Authority. The Lessee shall leave the vacated area in the condition required under the Lease upon expiration and all obligations with respect to the such area which would have matured on the date of expiration of the Lease shall mature as to the vacated area on the required date of relocation hereunder. In the event of relocation the Lessee shall promptly remove all property from the affected area and shall transport such property therefrom to the newly designated Concession Area. In the event the Lessee fails to immediately relocate to such new location, the Port Authority shall have the right to do so at the risk of the Lessee, and the Lessee shall pay the Port Authority the expense thereof on demand.

(e) In its use and occupancy of the Concession Area the Permittee agrees to assume, observe, be bound by, and comply with all of the terms and conditions of the Lease including, without limitation, those governing indemnity, repairs, restoration, and insurance. For the purpose of calculating the percentage rental payable under the Lease, all monies paid or payable to the Lessee for sales made or services rendered in the Concession Area shall be included in the Lessee's gross receipts and shall be subject to the percentage rental payable under the Lease as herein amended and extended. The Lessee shall maintain separate and distinct records of all sales

made in connection with its operations in the Concession Area and the same shall be submitted to the Port Authority at the times and in the manner set forth in Section 5 and Item 1 of Exhibit B attached to the Lease as amended and extended by the Agreement.

(f) Notwithstanding any other term or condition hereof, the permission to use the Concession Area granted hereunder may be revoked without cause by the Port Authority upon thirty (30) days' written notice, provided, however, that it may be revoked by the Port Authority on twenty-four (24) hours' notice if the Lessee shall fail to keep, perform and observe any promise, agreement, condition, term or provision contained in the Lease as herein amended and extended. Unless sooner terminated or revoked, such permission shall expire in any event upon the expiration of the term of the letting under the Lease as herein amended and extended. Revocation pursuant to the provisions of this paragraph shall not relieve the Lessee of any liabilities or obligations which shall have accrued on or prior to the effective date of such revocation. In the event of such revocation, the Lessee, at its sole cost and expense shall repair and restore the Concession Area to the condition existing prior to the installation of such free standing cart.

(g) The Lessee shall conduct operations in the Concession Area on the following days and during the following times: Monday through Sunday from 7:00 o'clock A.M. through 11:00 o'clock P.M.

(h) (i) Subject to all the terms, conditions and provisions of the Lease including, without limitation, the provisions of paragraphs (f), (g), (h) and (i) of Section 14 of the Lease, the Port Authority shall, without additional charge, furnish and deliver to the Lessee in the Concession Area electricity for the Lessee's operations therein, to the extent that the Lessee's consumption does not exceed the capacity of feeders, risers or wiring in the Concession Area or the Facility.

(ii) The supply of electricity to the Concession Area shall be made by the Port Authority to the Lessee at such points as the Port Authority shall designate in the Concession Area and the Port Authority shall have no responsibility for the distribution of electrical current in the Concession Area or for the maintenance therein of any specified electrical usage.

(iii) Except as expressly set forth herein, the Port Authority shall not furnish, sell, or supply any services or utilities to the Lessee in the Concession Area.

(i) The Lessee understands that the Port Authority shall have no responsibility to keep any portion of the Facility designated for the Lessee's use guarded, attended or patrolled at any time and the Port Authority has not nor shall it be deemed to have assumed any liability or obligation whatsoever with respect to any of the Lessee's property located on the Concession Area or elsewhere at the Facility.

5. (a) Effective from and after January 1, 1994 and continuing for the balance of the term of the letting under the Lease as herein amended and extended, in addition to the Rights of User set forth in Section 3 of the Lease, the Lessee shall have the right to sell at retail Greyhound pillows, Greyhound baseball caps, Greyhound t-shirts and Greyhound sport bottles.

(b) Effective from and after April 1, 1994 and continuing for the balance of the term of the letting under the Lease as herein amended and extended, in addition to the Rights of User set forth in Section 3 of the Lease as amended by paragraph (a) above, the Lessee shall have the right to sell at retail World Cup logo games, pennants, pins, bumper stickers, key chains, playing cards, sports bags, backpacks, tote bags and sports bottles, World Cup and country logo baseball caps, and AAA city maps and posters.

(c) All monies paid or payable to the Lessee from the sale of the items set forth in paragraphs (a) and (b) above shall be includable in the Lessee's gross receipts and shall be subject to the percentage rental payable under the Lease as herein amended and extended.

6. Effective from and after October 1, 1994 and continuing for the balance of the term of the letting under the Lease as herein amended and extended:

(a) Item 2 of Exhibit B of the Lease shall be deemed deleted and the following shall be deemed inserted in lieu thereof:

"Item 2: <u>Liability Insurance Limits</u>:

(a) The limits of liability insurance referred to in Section 11(b) shall be not less than the following and shall include full contractual liability coverage:

Bodily-injury Liability:	
For injury or wrongful death to one person:	$2,000,000
For injury or wrongful death to more than one person from any one accident:	$2,000,000
Aggregate Products:	$2,000,000
Property-damage liability:	
For all damages arising out of injury to or destruction of property in any one accident:	$2,000,000
Aggregate Contractual:	$2,000,000

(b) Notwithstanding the provisions of Section 11(c) the Port Authority shall be included as an additional insured in any policy of liability insurance required by the provisions of this Agreement and each such policy of insurance so required shall contain a provision that the insurer shall not, without obtaining express advance permission from the General Counsel of the Port Authority, raise any defense involving in any way the jurisdiction of the tribunal over the person of the Port Authority, the immunity of the Port Authority, its Commissioners, officers, agents or employees, the governmental nature of the Port Authority or the provisions of any statutes respecting suits against the Port Authority.

(c) Each policy of liability insurance required by the provisions of this Agreement shall provide or contain an endorsement providing that the protection afforded the Lessee thereunder with respect to any claim or action against the Lessee by a third person shall pertain and apply with like effect with respect to any claim or action against the Lessee by the Port Authority and against the Port Authority by the Lessee, but such endorsement shall not limit, vary, change or affect the protection afforded the Port Authority thereunder as an additional insured."

(b) (i) The charge for chilled water set forth in paragraph (a) of Item 3 of Exhibit B of the Lease shall be deemed deleted. During the period commencing on October 1, 1994 and continuing up to and including September 30, 1995, the Lessee

shall pay to the Port Authority a charge for chilled water at the annual rate of Seven Thousand One Hundred Seventy-one Dollars and Eighty-four Cents ($7,171.84) payable in advance in equal monthly installments of Five Hundred Ninety-seven Dollars and Sixty-five Cents ($597.65) each on October 1, 1994 and on the first day of each and every calendar month thereafter during such period and shall be collectible with like remedies as if such charge and the monthly installments thereof were payments of basic rental under the Lease as herein amended and extended.

(ii) As used in this paragraph:

(1) "Index" shall mean the Revised Consumer Price Index for All Urban Consumers - New York-Northern New Jersey-Long Island, NY-NJ-CT (All Items, Unadjusted 1982-84=100) published by the Bureau of Labor Statistics of the United States Department of Labor.

(2) "Base Period" shall mean the month of September, 1994.

(3) "Adjustment Period" shall mean, as the context requires, the month of September, 1994, and the month of September in each calendar year thereafter occurring during the term of the letting under the Lease as herein amended and extended.

(4) "Anniversary Date" shall mean October 1, 1995 and each anniversary of such date occurring during the term of the letting under the Lease as herein amended and extended.

(5) "Percentage Increase" shall mean the percentage of increase in the Index on each Anniversary Date equal to a fraction, the numerator of which shall be the Index for the Adjustment Period immediately preceding such Anniversary Date less the Index for the Base Period, and the denominator of which shall be the Index for the Base Period.

(iii) The charge for chilled water set forth in subparagraph (i) above shall be increased on each Anniversary Date occurring during the term of the letting under the Lease as herein amended and extended, by an amount equal to the product obtained by multiplying such charge by the Percentage Increase for such Anniversary Date, and such increased charge shall be payable by the Lessee in equal monthly installments during the twelve-month period commencing on such Anniversary Date and continuing through to the day preceding the next occurring Anniversary Date in lieu of the charge set forth in subparagraph

(i) above. There shall be no reduction in the charge for chilled water payable for any period in the event of any reduction in the Index.

(iv) In the event the Index to be used in computing an adjustment in the charge for chilled water is not available on the effective date of such adjustment, the Lessee shall continue to pay such charges at the annual rate then in effect subject to retroactive adjustment at such time as the specified Index becomes available, provided, however, that the Port Authority may at its option substitute for such Index the Index for the latest available twelve-month period ending during the preceding calendar year to constitute the specified Index. In the event the Index shall hereafter be converted to a different standard reference base or otherwise revised or the United States Department of Labor shall cease to publish the Index, then for the purposes hereof there shall be substituted for the Index such other Index properly reflecting changes in the value of current United States money in a manner similar to that established in the Index used in the latest adjustment as the Port Authority may in its discretion determine.

(v) If after the charges for chilled water shall have been fixed for any period, the Index used for computing such charge shall be changed or adjusted, then the charge for chilled water for that period shall be recomputed, and from and after notification of the change or adjustment, the Lessee shall make payments based upon the recomputed charges, and upon demand shall pay any excess in the charges for chilled water due for such period as recomputed over amounts theretofore actually paid on account of such charge for such period. If such change or adjustment results in a reduction in the charge due for any period prior to notification, the Port Authority will credit the Lessee against its obligations next falling due under the Lease as herein amended and extended with the difference between the charge as recomputed for that period and amounts actually paid on account of such charge.

(c) The word and figure "two (2)" appearing in the seventh line of paragraph (c) of Section 5 of the Lease as amended by paragraph (a) of Section 52 of the Lease shall be deemed deleted and the word and figure "seven (7)" shall be deemed inserted in lieu thereof.

(d) Without limitation to the provisions of Section 36 of the Lease, the Port Authority acknowledges that the Lessee is a Delaware corporation having an office and place of business at ~~901 Main Street, Suite 2575, Dallas, Texas 75202 whose representative is Mr. Charles Fields.~~ 15110 North Dallas Parkway, Dallas, Texas 75248.

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(e) Section 37 of the Lease was deleted and the following shall be deemed inserted in lieu thereof:

"Section 37. Place of Payments

All payments required of the Lessee by this Agreement shall be mailed to the Port Authority of New York and New Jersey, P.O. Box 17309, Newark, New Jersey 07194."

(f) Paragraph (k) of Section 52 of the Lease shall be deemed deleted.

(g) The words "not applicable" appearing in Item 7 of Exhibit B of the Lease shall be deemed deleted and the words and figure "Five Thousand Dollars and No Cents ($5,000.00) shall be deemed inserted in lieu thereof. The Lessee hereby certifies that for purposes of Section 30 of the Lease its I.R.S. Employer Identification Number is

(h) The Port Authority shall continue to have the right to terminate the Lease and the letting thereunder as herein amended and extended, without cause, at any time on thirty (30) days' notice to the Lessee provided, however, that the provisions of paragraph (b) of Section 26 of the Lease and of Item 6 of Exhibit B of the Lease shall be deemed deleted and of no further force or effect.

7. If the Lessee should fail to pay any amount required under the Lease as herein amended and extended when due to the Port Authority, including without limitation any payment of basic, percentage or other rental or any payment of utility or other fees or charges or if any such amount is found to be due as the result of an audit, then, in such event, the Port Authority may impose (by statement, bill or otherwise) a late charge with respect to each such unpaid amount for each late charge period (hereinbelow described) during the entirety of which such amount remains unpaid, each such late charge not to exceed an amount equal to eight-tenths of one percent of such unpaid amount for each late charge period. There shall be twenty-four late charge periods on a calendar year basis; each late charge period shall be for a period of at least fifteen (15) calendar days except one late charge period each calendar year may be for a period of less than fifteen (but not less than thirteen) calendar days. Without limiting the generality of the foregoing, late charge periods in the case of amounts found to have been owing to the Port Authority as the result of Port Authority audit findings shall consist of each late charge period following the date the unpaid amount should have been paid under the Lease as herein amended

and extended. Each late charge shall be payable immediately upon demand made at any time therefor by the Port Authority. No acceptance by the Port Authority of payment of any unpaid amount or of any unpaid late charge amount shall be deemed a waiver of the right of the Port Authority to payment of any late charge or late charges payable under the provisions of this Section with respect to such unpaid amount. Each late charge shall be and become additional rent, recoverable by the Port Authority in the same manner and with like remedies as if it were originally a part of the rental as set forth in the section of the Lease entitled "Rental". Nothing in this paragraph is intended to, or shall be deemed to, affect, alter, modify or diminish in any way (i) any rights of the Port Authority under the Lease as herein amended and extended, including without limitation the Port Authority's rights set forth in the section of the Lease entitled "Termination" or (ii) any obligations of the Lessee under the Lease as herein amended and extended. In the event that any late charge imposed pursuant to this Section shall exceed a legal maximum applicable to such late charge, then, in such event, each such late charge payable under the Lease as herein amended and extended shall be payable instead at such legal maximum.

8. (a) Subject to all of the terms, conditions and provisions of the Lease as herein amended and extended and in implementation of the provisions of Section 8(c) thereof, the Lessee agrees to remove from the premises all garbage, debris and other waste materials (whether solid or liquid) arising out of its occupancy or use of the premises by delivering the same daily to the Port Authority compaction unit located at the Terminal, and the Port Authority hereby grants to the Lessee the privilege to use the Port Authority compaction unit during such hours and in such manner as may be specified by the Port Authority for the compaction of all such garbage, debris and waste materials. The Port Authority shall thereafter arrange, through its agents, employees or contractors, for the collection and removal of all such debris, garbage and waste material from the Terminal. The privilege granted hereunder to the Lessee is non-exclusive and the Port Authority and all persons, firms or corporations designated by it shall have the right to use the said compaction unit and to enter upon the space designated for the location thereof for the purposes set forth herein. Nothing contained herein shall limit or be deemed to limit any rights the Port Authority or its designees may have under the Lease as herein amended and extended, or otherwise, to enter upon or use such space.

(b) Prior to delivery to the Port Authority compaction unit, the Lessee shall store all garbage, debris and waste materials in suitable garbage and waste receptacles, to be

provided by the Lessee at its sole cost and expense. All such receptacles shall be of a design safely and properly to contain whatever may be placed therein and shall be kept closed or covered except when being filled and maintained in a clean and sanitary condition at all times. The Lessee shall exercise extreme care in bringing all such garbage, debris and waste materials to the Port Authority compaction unit and shall pick up and clean all spillage and accumulations thereof. Without limiting the applicability thereof in any way, the Lessee's indemnity, repair and maintenance obligations under the Lease as herein amended and extended shall extend to and include its activities under this Section.

(c) During the effective period of the permission granted pursuant to the provisions of this Section, the Lessee shall not contract for waste, rubbish or garbage removal services and shall not dispose of garbage, debris or other waste materials except in the manner specified herein. The Port Authority shall have the right to temporarily discontinue the Lessee's non-exclusive right to use the compaction unit when necessary or desirable in the opinion of the Port Authority in order to make any repairs, alterations, changes or improvements thereto. Nothing contained herein shall impose or be construed to impose on the Port Authority any obligation to make any repairs, alterations, changes or improvements or to create any liability for any failure to do so. The Port Authority shall have the right to revoke the privilege granted hereunder to use the Port Authority compaction unit on thirty (30) days' prior written notice to the Lessee, provided, however, that it may be revoked by the Port Authority upon five (5) days' notice if the Lessee shall fail to keep, perform and observe each and every condition, term and provision contained herein. Revocation shall not relieve the Lessee of any liabilities or obligations hereunder which shall have accrued on or prior to the effective date of revocation. The exercise of the foregoing rights by the Port Authority shall not release, relieve or discharge the Lessee from any of its obligations under the Lease as herein amended and extended and upon the exercise of such rights, the Lessee shall dispose of all garbage, debris or other waste material in accordance with the provisions of Section 8(c) of the Lease as herein amended and extended.

(d) The Lessee shall pay to the Port Authority for the right to use the Port Authority compaction unit in accordance with the provisions of paragraph (a) of this Section an annual fee (hereinafter referred to as the "Trash Removal Fee") at the rate of Four Thousand Twenty-six Dollars and Eighty-eight Cents ($4,026.88) per annum payable in advance in equal monthly installments of Three Hundred Thirty-five Dollars and

Fifty-seven Cents ($335.57) each on October 1, 1994 and on the first day of each and every calendar month thereafter occurring during the effective period of the permission granted pursuant to the provisions of this Section. The Trash Removal Fee described in this paragraph, and the monthly installments thereof shall be payable, together with all applicable New York State and New York City taxes, at the same time and collectable with like remedies as if all such payments were payments of basic rental under the Lease as herein amended and extended. The Trash Removal Fee set forth in this paragraph shall be adjusted during the term of the letting under the Lease as herein amended and extended in accordance with the provisions of paragraph (g) of this Section.

(e) The Lessee understands that the Port Authority will supply trash removal services hereunder though a contractor or contractors of its choice and that the Port Authority will choose a single contractor or that combination of contractors which in the Port Authority's opinion will result in the lowest total cost for the Terminal consistent with adequate performance of the services. In the event that pursuant to such contract or contracts as the Port Authority may enter into the Port Authority's cost of supplying trash removal services to the Terminal increases, then, at the option of the Port Authority, exercised at any time and from time to time by notice to the Lessee, the amount of such increase or the portion thereof allocated by the Port Authority to the premises or the Lessee's operations therein shall be added to the monthly fee specified in paragraph (d) above.

(f) No failure, delay or interruption in the service set forth herein shall be or be construed to be an eviction of the Lessee, shall be grounds for any diminution or abatement of any rentals payable under the Lease as herein amended and extended or shall constitute grounds for any claim by the Lessee for damages consequential, or otherwise, unless due to the negligence of the Port Authority, its employees or agents.

(g) As used in this Section:

(i) "Index" shall mean the Revised Consumer Price Index for All Urban Consumers - New York-Northern New Jersey-Long Island, NY-NJ-CT (All Items, Unadjusted 1982-84=100) published by the Bureau of Labor Statistics of the United States Department of Labor.

(ii) "Base Period" shall mean the month of September, 1994.

(iii) "Adjustment Period" shall mean, as the context requires, the month of September, 1994 and the month of September in each calendar year thereafter occurring during the term of the letting under the Lease as herein amended and extended.

(iv) "Anniversary Date" shall mean October 1, 1994 and each anniversary of such date occurring during the term of the letting under the Lease as herein amended and extended.

(v) "Percentage Increase" shall mean the percentage of increase in the Index on each Anniversary Date equal to a fraction, the numerator of which shall be the Index for the Adjustment Period immediately preceding such Anniversary Date less the Index for the Base Period, and the denominator of which shall be the Index for the Base Period.

(h) The Trash Removal Fee set forth in paragraph (d) above shall be increased on each Anniversary Date occurring during the term of the letting under the Lease as herein amended and extended, by an amount equal to the product obtained by multiplying such Trash Removal Fee by the Percentage Increase for such Anniversary Date, and such increased Trash Removal Fee shall be payable by the Lessee in equal monthly installments during the twelve-month period commencing on such Anniversary Date and continuing through to the day preceding the next occurring Anniversary Date in lieu of the Trash Removal Fee set forth in paragraph (d) above. There shall be no reduction in the Trash Removal Fee payable for any period in the event of any reduction in the Index.

(i) In the event the Index to be used in computing an adjustment in the Trash Removal Fee referred to in paragraph (d) above is not available on the effective date of such adjustment, the Lessee shall continue to pay the Trash Removal Fee at the annual rate then in effect subject to retroactive adjustment at such time as the specified Index becomes available, provided, however, that the Port Authority may at its option substitute for such Index the Index for the latest available twelve-month period ending during the preceding calendar year to constitute the specified Index. In the event the Index shall hereafter be converted to a different standard reference base or otherwise revised or the United States Department of Labor shall cease to publish the Index, then for the purposes hereof there shall be substituted for the Index such other Index properly reflecting changes in the value of current United States money in a manner similar to that established in the Index used

in the latest adjustment as the Port Authority may in its discretion determine.

(j) If after the Trash Removal Fee shall have been fixed for any period, the Index used for computing such Trash Removal Fee shall be changed or adjusted, then the Trash Removal Fee for that period shall be recomputed and from and after notification of the change or adjustment, the Lessee shall make payments based upon the recomputed Trash Removal Fee and upon demand shall pay any excess in the Trash Removal Fee due for such period as recomputed over amounts theretofore actually paid on account of the Trash Removal Fee for such period. If such change or adjustment results in a reduction in the Trash Removal Fee due for any period prior to notification, the Port Authority will credit the Lessee against its obligations next falling due under the Lease as herein amended and extended with the difference between the Trash Removal Fee as recomputed for that period and amounts actually paid on account of the Trash Removal Fee.

9. Except as expressly provided in this Agreement, during the extended term of the letting hereunder the Lessee shall continue to pay to the Port Authority all charges payable under the Lease as herein amended and extended for services and utilities in the amounts and at the times and in the manner provided for therein.

10. (a) During the term of the letting under the Lease as herein amended and extended, the Lessee shall not offer, give or agree to give anything of value either to a Port Authority employee, agent, job shopper, consultant, construction manager or other person or firm representing the Port Authority, or to a member of the immediate family (i.e., a spouse, child, parent, brother or sister) of any of the foregoing, in connection with the performance by such employee, agent, job shopper, consultant, construction manager or other person or firm representing the Port Authority, of duties involving transactions with the Lessee on behalf of the Port Authority, whether or not such duties are related to the Lease as herein amended and extended or any other Port Authority lease, contract or matter. Any such conduct shall be deemed a material breach of the Lease as herein amended and extended.

(b) As used herein "anything of value" shall include, but not be limited to, any (1) favors, such as meals, entertainment, transportation (other than that contemplated by the Lease as herein amended and extended or any other Port Authority lease or contract), etc. which might tend to obligate the Port Authority employee to the Lessee, and (2) gift, gratuity, money, goods, equipment, services, lodging, discounts

not available to the general public, offers or promises of employment, loans or the cancellation thereof, preferential treatment or business opportunity. Such term shall not include compensation contemplated by the Lease as herein amended and extended or any other Port Authority lease or contract.

(c) In addition, during the term of the letting under the Lease as herein amended and extended, the Lessee shall not make an offer of employment or use confidential information in a manner proscribed by the Code of Ethics and Financial Disclosure dated as of July 18, 1994 (a copy of which is available upon request to the Office of the Secretary of the Port Authority).

(d) The Lessee shall include the provisions of this Section in each sublease, contract or subcontract entered into under and pursuant to the provisions of the Lease as herein amended and extended.

(e) The Lessee certifies that it has not made any offers or agreements, or given, or agreed to give anything of value (as defined in this Section) or taken any other action with respect to any Port Authority employee or former employee or immediate family members of either which would constitute a breach of ethical standards under the Code of Ethics and Financial Disclosure dated as of July 18, 1994, nor does the Lessee have any knowledge of any act on the part of a Port Authority employee or former Port Authority employee relating either directly or indirectly to the Lessee which constitutes a breach of ethical standards set forth in said Code.

11. As hereby amended, all the terms, provisions, covenants and conditions of the Lease shall continue in full force and effect.

12. The Lessee represents and warrants that no broker has been concerned in the negotiation of this Agreement, the letting of the Additional Premises or the extension of the term of the letting hereunder and that there is no broker who is or may be entitled to be paid a commission in connection therewith. The Lessee shall indemnify and save harmless the Port Authority of and from all claims for commission or brokerage made by any and all persons, firms or corporations whatsoever for services in connection with the negotiation and execution of this Agreement, the letting of the Additional Premises or the extension of the term of the letting hereunder.

13. Neither the Commissioners of the Port Authority nor any of them, nor any officer, agent or employee thereof,

shall be charged personally by the Lessee with any liability, or held liable to the Lessee under any term or provision of this Agreement, or because of its execution or attempted execution, or because of any breach, or attempted or alleged breach thereof.

14. This Agreement, together with the Lease (to which it is Supplementary), constitutes the entire agreement between the Port Authority and the Lessee on the subject matter, and may not be changed, modified, discharged or extended except by instrument in writing duly executed on behalf of both the Port Authority and the Lessee. The Lessee agrees that no representations or warranties shall be binding upon the Port Authority unless expressed in writing in the Lease or in this Agreement.

IN WITNESS WHEREOF, the Port Authority and the Lessee have executed these presents as of the date first above written.

ATTEST:

Secretary

THE PORT AUTHORITY OF NEW YORK AND NEW JERSEY

By

(Title) Director B&T

(Seal)

ATTEST:

Secretary

GREYHOUND LINES, INC.

By Craig Lentzsch

(Title) President and Chief Executive Officer (Seal)

Approved as to form

By

Attorney

APPROVED FOR TRANSMITTAL FORM & TERMS

FORM XLD—Ack., N.Y. 5138(

STATE OF NEW YORK
COUNTY OF NEW YORK } ss.

On the 19 day of AUGUST, 1996, before me personally came JOANNE CROWLEY to me known, who, being by me duly sworn, did depose and say that she resides at _____;

that she is the General Manager, Debt of The Port Authority of New York and New Jersey, (one of) the corporations described in and which executed the foregoing instrument; that he knows the seal of the said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed by order of the Board of Commissioners of the said corporation; and that he signed his name thereto by like order.

CONSTANCE DELLABARCA
Notary Public, State of New York
No. 03-4831312
Qualified in Bronx County
Commission Expires 2/28 1998

Constance Dellabarca
(notarial seal and stamp)

STATE OF Texas
COUNTY OF Dallas } ss.

On the 15th day of July, 1996, before me personally came Craig Lentesch to me known, who, being by me duly sworn, did depose and say that he resides at _____;

that he is the Chief Executive Officer & President of Greyhound Lines, Inc. one of the corporations described in and which executed the foregoing instrument; that he knows the seal of the said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of the said corporation; and that he signed his name thereto by like order.

Patti James
(notarial seal and stamp)

PATTI IJAMES
NOTARY PUBLIC
State of Texas
Comm. Exp. 07-09-97

STATE OF
COUNTY OF } ss.

On the _____ day of _____, 19____, before me personally came _____ to me known and known to me to be the individual described in and who executed the foregoing instrument, and acknowledged to me that he executed the same.

(notarial seal and stamp)

Port Authority Lease No. BTG-8
Supplement No. 4

SUPPLEMENTAL AGREEMENT

THIS AGREEMENT, dated as of the 31st day of August, 1999, by and between **THE PORT AUTHORITY OF NEW YORK AND NEW JERSEY** (hereinafter called the "Port Authority") and **GREYHOUND LINES, INC.** (hereinafter called the "Lessee"),

WITNESSETH, THAT:

WHEREAS, heretofore and as of May 18, 1979, the Port Authority and The Greyhound Corporation entered into that certain agreement of lease identified by the above Port Authority Lease Number (which agreement of lease, as the same has been heretofore amended, modified, supplemented and extended, is hereinafter called the "Lease") covering certain premises at the Port Authority Bus Terminal, in the Borough of Manhattan, City, County and State of New York, as more particularly described in the Lease; and

WHEREAS, by agreement made as of May 18, 1979 by and among the Port Authority, The Greyhound Corporation and Post Houses, Inc., the Lease was assigned to Post Houses, Inc; and

WHEREAS, by agreement as of December 31, 1989 by and among the Port Authority, Greyhound Food Management, Inc. (successor-in-interest to Post Houses, Inc.) and GLI Food Services, Inc., the Lease was further assigned to GLI Food Services, Inc.; and

WHEREAS, pursuant to Chapter 11 of the United States Bankruptcy Code, GLI Food Services, Inc. filed a petition in bankruptcy seeking reorganization, and the Court having jurisdiction over the estate of GLI Food Services, Inc. has approved a plan of reorganization whereby the Lease was assumed by GLI Food Services, Inc. and thereafter assigned to Greyhound Lines, Inc., and pursuant to such plan, and following such assignment, GLI Food Services, Inc. filed a certificate of dissolution effective October 31, 1991; and

WHEREAS, the Port Authority and the Lessee desire to add to the premises let to the Lessee under the Lease and to amend the terms of the Lease in certain other respects;

NOW, THEREFORE, for and in consideration of the covenants and mutual agreements herein contained, the Port Authority and the Lessee hereby agree as follows:

1. (a) In addition to rights granted under the Lease to use and occupy the premises, the rights and obligations as to which shall continue in full force and effect, during the period commencing on September 1, 1999 and continuing through August 31, 2000, both dates inclusive, the Port Authority hereby grants to the Lessee permission to use and occupy such area on the Lower Level of the North Wing of the Terminal as shall be designated by the Port Authority in advance in writing for the installation, placement, maintenance and operation in such area (such area being sometimes hereinafter referred to as the "Additional Concession Area") of a portable free-standing, self-contained cart of such design, construction, material, appearance and finishing characteristics as shall have been approved by the Port Authority in advance for the purposes set froth in Section 3 of the Lease, as amended by paragraph (1) of Supplemental Agreement No. 1 of

the Lease and paragraph (5) of Supplemental No. 2 of the Lease and paragraph (2) of Supplemental Agreement No. 3 of the Lease, and for no other purpose whatsoever.

(b) The Port Authority makes no representations or warranties as to the location, size, adequacy or suitability of the Additional Concession Area for the purposes contemplated in this paragraph. The Lessee agrees to accept the Additional Concession Area in its present "as is" condition and acknowledges and agrees that it has not relied on any representation or statement of the Port Authority, its Commissioners, officers, employees or agents as to the condition or the suitability thereof for use by the Lessee for the purposes contemplated in this paragraph. The Lessee agrees that no portion of the Additional Concession Area will be used initially or at any time during the effective period of the permission granted hereunder which is in a condition unsafe or improper for the purposes contemplated in this paragraph and the Lessee further agrees that before any use, it will immediately correct any such unsafe or improper condition.

(c) The Lessee shall not permit the installation or placement of any carts in the Additional Concession Area without the prior written approval of the Port Authority as to the design and type of cart to be installed or placed as well as the method and manner of installation or placement. To such end, the Lessee, prior to the installation or placement of any cart in the Additional Concession Area, shall set forth in detail and submit to the Port Authority for its approval the design and type of cart to be installed or placed in the Additional Concession Area and the method and manner of the installation or placement work to be performed. The Lessee shall be responsible at its sole cost and expense for the performance of the installation or placement work. Any installation, placement or attachment made without the approval of the Port Authority and any such that does not continue to meet with the continuing approval of the Port Authority shall immediately be removed by the Lessee, and in the event of the Lessee's failure to remove such installation or placement work, the Port Authority may do so at the Lessee's cost and expense. The Port Authority reserves the right to require the Lessee to obtain the approval of the Port Authority as to the time and manner of any maintenance, servicing and repair operations upon any carts, facilities, fixtures or property installed in, placed upon or attached to the Additional Concession Area.

(d) The Port Authority may at any time and from time to time, without cause, revoke the privilege granted hereunder as to the use of the Additional Concession Area designated by the Port Authority by seven (7) days' notice to the Lessee and may at any time and from time to time, without cause, by seven (7) days' notice to the Lessee require the Lessee to relocate from the designated Additional Concession Area to a different location within the Facility and the Lessee agrees that it shall comply promptly at its own expense with any direction or requirement from the Port Authority. The Lessee shall leave the vacated area in the condition required under the Lease upon expiration and all obligations with respect to such area which would have matured on the date of expiration of the Lease shall mature as to the vacated area on the required date of relocation hereunder. In the event of relocation, the Lessee shall promptly remove all property from the affected area and shall transport such property therefrom to the newly designated Additional Concession Area. In the event the Lessee fails to immediately relocate to such new location, the Port Authority shall have the right to do so at the risk of the Lessee, and the Lessee shall pay the Port Authority the expense thereof on demand.

(e) In its use and occupancy of the Additional Concession Area, the Lessee agrees to assume, observe, be bound by and comply with all of the terms and conditions of the Lease as herein amended including, without limitation, those governing indemnity, repair, restoration and insurance. For the purpose of calculating the percentage rental payable by the Lessee under the

Lease, all monies paid or payable to the Lessee for sales made or services rendered at or from the Additional Concession Area shall be included in the Lessee's gross receipts and shall be subject to the percentage rental payable therefor under the Lease as herein amended. The Lessee shall maintain separate and distinct records of all sales made in connection with its operations in the Additional Concession Area and the same shall be submitted to the Port Authority at the times and in the manner set forth in Section 5 and Item 1 of Exhibit B attached to the Lease.

(f) Notwithstanding any other term or condition hereof, the permission to use the Additional Concession Area granted hereunder may be revoked., without cause, by the Port Authority upon thirty (30) days' written notice provided, however, that it may be revoked by the Port Authority on twenty-four (24) hours' notice if the Lessee shall fail to keep, perform and observe any promise, agreement, condition, term or provision contained in the Lease as herein amended. Unless sooner terminated or revoked, such permission shall expire in any event upon the expiration of the effective period of permission to use the Additional Concession Area granted hereunder. Revocation pursuant to the provisions of this paragraph shall not relieve the Lessee of any liabilities or obligations which shall have accrued on or prior to the effective date of such revocation. In the event of such revocation, the Lessee, at its sole cost and expense shall repair and restore the Additional Concession Area to the condition existing prior to the installation of such free-standing cart.

(g) The Lessee shall conduct operations in the Additional Concession Area on the following days and during the following times: Monday through Sunday from 7:00 o'clock a.m. through 11:00 o'clock p.m.

(h) (i) Subject to all the terms, conditions and provisions of the Lease including, without limitation, the provisions of paragraphs (f), (g), (h) and (i) of Section 14 thereof, the Port Authority shall, without additional charge to the Lessee, furnish and deliver to the Lessee in the Additional Concession Area electricity for the Lessee's operations therein to the extent that the Lessee's consumption does not exceed the capacity of feeders, risers or wiring in the Additional Concession Area or Facility.

(ii) The supply of electricity to the Additional Concession Area shall be made by the Port Authority to the Lessee at such points as the Port Authority shall designate in the Additional Concession Area and the Port Authority shall have no responsibility for the distribution of electrical current in the Additional Concession Area or for the maintenance therein of any specified electrical usage.

(iii) Except as expressly set forth herein, the Port Authority shall not furnish, sell or supply any services or utilities to the Lessee in the Additional Concession Area.

(iv) Except as expressly provided in this Agreement, from and after September 1, 1999, the Lessee shall continue to pay to the Port Authority all charges payable under the Lease, as herein amended, for services and utilities in the amounts and at the times and in the manner provided therein.

(v) The Lessee understands and agrees that the Port Authority shall have no responsibility to keep any portion of the Facility designated for the Lessee's use guarded, attended or patrolled at any time and the Port Authority has not nor shall it be deemed to have assumed any liability or obligation whatsoever with respect to any of the Lessee's property located on the Additional Concession Area or elsewhere at the Facility.

2. The Lessee represents and warrants that no broker has been concerned in the negotiation or execution of this Agreement or the permission to use the Additional Concession Area and that there is no broker who is or may be entitled to be paid a commission in connection therewith. The Lessee shall indemnify and save harmless the Port Authority of and from any and all claims for commission or brokerage made by any and all persons, firms or corporations whatsoever for services in connection with the negotiation and execution of this Agreement or the permission to use the Additional Concession Area.

3. Neither the Commissioners of the Port Authority, nor any of them, nor any officer, agent or employee thereof, shall be charged personally by the Lessee with any liability, or held liable to it under any term or provision of this Agreement or because of its execution or attempted execution or because of any breach or attempted or alleged breach thereof.

4. As hereby amended, all the terms, covenants, provisions, conditions and agreements of the Lease shall be and remain in full force and effect.

5. This Agreement and the Lease which it amends and supplements constitute the entire agreement between the Port Authority and the Lessee on the subject matter and may not be changed, modified, discharged or extended except by instrument in writing duly executed on behalf of both the Port Authority and the Lessee. The Lessee agrees that no representations or warranties shall be binding upon the Port Authority unless expressed in writing in the Lease or this Agreement.

IN WITNESS WHEREOF, the Port Authority and the Lessee have executed these presents as of the date first above written.

ATTEST:

Secretary

THE PORT AUTHORITY OF NEW YORK AND NEW JERSEY

By

(Title) Deputy Director

(Seal)

ATTEST:

Asst. Secretary

GREYHOUND LINES, INC.

By

J. M. Haugsland

(Title) Executive Vice President & COO

(Corporate Seal)

"APPROVED" FORM

Approved as to form

By

Attorney

(Port Authority Acknowledgment)

STATE OF NEW YORK)
)ss.:
COUNTY OF NEW YORK)

On the 25th day of October in the year 1999 before me, the undersigned, a Notary Public in and for said state, personally appeared James J. Connors

personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged that he executed the same in his capacity as Deputy Director of Real Estate for the Port Authority of New York and New Jersey, and that by his signature on the instrument, the individual, or the corporation upon behalf of which the individual acted, executed the instrument.

(Signature of Notary Public)

SYLVIA SHEPHERD
Notary Public, State of New York
No. 41-4952176
Qualified in Queens County
Commission Expires June 12, 20 01

(Corporate Acknowledgment)

STATE OF TEXAS)
)ss.:
COUNTY OF DALLAS)

On the 30th day of September in the year 1999 before me, the undersigned, a Notary Public in and for said state, personally appeared J. W. Haugsland

personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged that he executed the same in his capacity as Executive Vice President of Greyhound Lines, Inc., and that by his signature on the instrument, the individual, or the corporation upon behalf of which the individual acted, executed the instrument.

(Signature of Notary Public)

101 S. Brookside
Dallas, TX
75214

KRIS PADILLA
Notary Public, State of Texas
My Commission Expires 07-07-01

: For Port Authority Use Only :
: P-BT-106 :
::::::::::::::::::::::::::::::

THE PORT AUTHORITY OF NEW YORK AND NEW JERSEY
One World Trade Center
New York, New York 10048

PERMIT

COIN OPERATED MACHINES

The Port Authority of New York and New Jersey (herein called "the Port Authority") hereby grants to the Permittee hereinafter named the privilege to install, maintain and service the hereinafter described Machines at the Port Authority Facility hereinafter named, in accordance with the Terms and Conditions hereof and the endorsements annexed thereto; and the Permittee agrees to pay the fees hereinafter specified, and to perform all other obligations imposed upon it in the Terms and Conditions and endorsements as hereinafter set forth:

1. FACILITY: PORT AUTHORITY BUS TERMINAL
2. PERMITTEE: POST HOUSES, INC.
3. PERMITTEE'S ADDRESS: Greyhound Tower- 3129 Phoenix, Arizona 85077
4. PERMITTEE'S REPRESENTATIVE: Mr. A.E. Smith
5. MACHINES: Per Special Endorsement No. 4.
6. FEES: Per Special Endorsement No. 3.
7. EFFECTIVE DATE: Per Special Endorsement No. 5.
8. EXPIRATION DATE: An indefinite period unless sooner revoked or terminated in accordance with Section 1 of the Terms and Conditions, as amended.
9. ENDORSEMENTS: 19.6, SPECIAL

Dated: January 11, 1980

THE PORT AUTHORITY OF NEW YORK AND NEW JERSEY

By _____

(Title) DIRECTOR, TUNNELS, BRIDGES AND TERMINALS DEPARTMENT

POST HOUSES, INC.
Permittee

By _____

(Title) John W. Teets, President

APPROVED FOR TRANSMITTAL FORM | TERMS

FORM D - MACHINES, ALL FACILITIES
REV. MARCH 28, 1949

TERMS AND CONDITIONS

1. The permission granted by this Permit shall take effect upon the effective date hereinbefore set forth, and shall expire upon the expiration date hereinbefore set forth, unless sooner revoked. Notwithstanding any other term or provision hereof, it may be revoked at any time with or without cause and with or without prior notice by the Executive Director of the Port Authority. Revocation shall not relieve the Permittee of any liabilities or obligations hereunder which shall have accrued on or prior to the effective date of revocation.

2. As used in this Permit:

(a) The term "Executive Director" shall mean the person or persons from time to time designated by the Port Authority to exercise the powers and functions vested in the Executive Director by this Permit; but until further notice from the Port Authority to the Permittee, it shall mean the Executive Director of the Port Authority for the time being, or his duly designated representative or representatives.

(b) The term "Manager of the Facility" shall mean the person or persons from time to time designated by the Port Authority to exercise the powers and functions vested in the said Manager by this Permit; but until further notice from the Port Authority to the Permittee it shall mean the Manager (or temporary or Acting Manager) of the Facility for the time being, or his duly designated representative or representatives.

3. The rights granted hereby shall be exercised:

(a) if the Permittee is a corporation, by the Permittee acting only through the medium of its officers and employees;

(b) if the Permittee is an unincorporated association, or a "Massachusetts" or business trust, by the Permittee acting only through the medium of its members, trustees, officers, and employees;

(c) if the Permittee is a partnership, by the Permittee acting only through the medium of its partners and employees; or

(d) if the Permittee is an individual, by the Permittee acting only personally or through the medium of his employees.

The Permittee shall not assign or transfer this Permit or any of the rights or privileges granted hereby, or enter into any contract requiring or permitting the doing of anything hereunder by an independent contractor, without the prior written approval of the Port Authority. In the event of the issuance of this Permit to more than one individual or other legal entity (or to any combination thereof), then and in that event each and every obligation or undertaking herein stated to be fulfilled or performed by the Permittee shall be the joint and several obligation of each such individual or other legal entity.

4. This Permit does not constitute the Permittee the agent or representative of the Port Authority for any purpose whatsoever. Neither a partnership nor any joint adventure is hereby created, notwithstanding the fact that all or a portion of the fees to be paid hereunder may be determined by gross receipts from the operations of the Permittee hereunder.

5. The operations of the Permittee, its employees, invitees and those doing business with it, shall be conducted in an orderly and proper manner and so as not to annoy, disturb or be offensive to others at the Facility. The Permittee shall provide and its employees shall wear or carry badges or other suitable means of identification and upon the request of the Port Authority, the employees shall wear appropriate uniforms. The badges, means of identification and uniforms shall be subject to the prior written approval of the Manager of the Facility. The Port Authority shall have the right to object to the Permittee regarding the demeanor, conduct and appearance of the employees and invitees of the Permittee, and of those doing business with it, whereupon the Permittee will take all steps necessary to remove the cause of the objection.

~~6. The Permittee, its employees, invitees and~~ others doing business with it shall ~~have no right~~ hereunder to park vehicles within ~~the Facility~~ beyond a reasonable loading or ~~discharging~~ time, except in regular parking ~~areas and upon payment of the regular charges therefor~~.

7. The Permittee shall indemnify and hold harmless the Port Authority, its Commissioners, officers, employees, agents and representatives, of and from all claims and demands of third persons, arising out of the operations of the Permittee hereunder; this indemnity shall extend to and include the contractual obligation of indemnity, if any, undertaken by the Port Authority in favor of the lessor, if any, of the Facility or of any portions thereof. Without limiting the generality of the foregoing, if the Machines dispense items or render services, all injuries or damages arising out of the use or consumption of such items or out of the services shall be deemed to arise out of operations of the Permittee hereunder.

8. The Permittee shall promptly repair or replace all property of the Port Authority damaged by the operations of the Permittee hereunder. The Permittee shall not install any fixtures or make any alterations or improvements in or additions or repairs to any property of the Port Authority except with its prior written approval.

9. All Machines covered by this Permit and other property of the Permittee placed on or kept at the Facility shall be removed on or before the expiration of the permission hereby granted. In the event of revocation, the Permittee shall have two days, exclusive of Saturdays, Sundays and legal holidays (as determined by the laws of the State of New Jersey or of the State of New York, as the case may require), after the effective date of revocation, in which to remove its Machines and other property.

If the Permittee shall so fail to remove its Machines and other property upon the expiration or revocation hereof, the Port Authority may, at its option, as agent for

the Permittee and at the risk and expense of the Permittee, remove such Machines and other property to a public warehouse, or may retain the same in its own possession, and in either event after the expiration of thirty days may sell the same at public auction; the proceeds of any such sale shall be applied first to the expenses of removal, sale and storage, second to any sums owed by the Permittee to the Port Authority; any balance remaining shall be paid to the Permittee. Any excess of the total cost of removal, storage and sale over the proceeds of sale shall be paid by the Permittee to the Port Authority upon demand.

10. The Permittee represents that it is the owner of or fully authorized to use and/or sell any and all services, processes, machines, articles, marks, names or slogans used and/or sold by it in its operations under or in any wise connected with this Permit. Without in any wise limiting its obligations under Section 7 hereof the Permittee agrees to indemnify and hold harmless the Port Authority, its Commissioners, officers, employees, agents and representatives of and from any loss, liability, expense, suit or claim for damages in connection with any actual or alleged infringement of any patent, trademark or copyright, or arising from any alleged or actual unfair competition or other similar claim arising out of the operations of the Permittee under or in any wise connected with this Permit.

11. The Port Authority shall have the right at any time and as often as it may consider it necessary to inspect the Machines and equipment of the Permittee, and any activities or operations of the Permittee hereunder. Upon request of the Port Authority, the Permittee shall operate or demonstrate any Machines or equipment owned by or in the possession of the Permittee on the Facility or to be placed or brought on the Facility, and shall demonstrate any process or other activity being carried on by the Permittee hereunder. Upon notification by the Port Authority of any deficiency in any Machine or piece of equipment, the Permittee shall immediately make good the deficiency or withdraw the Machine from service, and provide a satisfactory substitute.

12. The Permittee's representative hereinbefore specified (or such substitute as the Permittee may hereafter designate in writing) shall have full authority to act for the Permittee in connection with this Permit, and to do any

act or thing to be done hereunder, and to execute on behalf of the Permittee any amendments or supplements to this Permit or any extension thereof, and to give and receive notices hereunder.

13. A bill or statement may be rendered, and any notice or communication which the Port Authority may desire to give the Permittee shall be deemed sufficiently rendered or given, if the same is in writing and sent by registered mail addressed to the Permittee at the address specified on the first page hereof or at the address that the Permittee may have most recently substituted therefor by notice to the Port Authority, or left at such address, or delivered to the representative of the Permittee, and the time of rendition of such bill or statement and of the giving of such notice or communication shall be deemed to be the time when the same is mailed, left or delivered as herein provided. Any notice from the Permittee to the Port Authority shall be validly given if sent by registered mail addressed to the Executive Director of the Port Authority at One World Trade Center, New York, New York 10048, or at such other address as the Port Authority shall hereafter designate by notice to the Permittee.

14. The Permittee shall observe and obey (and compel its officers, employees, guests, invitees, and those doing business with it to observe and obey) the rules and regulations of the Port Authority now in effect, and such further reasonable rules and regulations which may from time to time during the effective period of this Permit, be promulgated by the Port Authority for reasons of safety, health, preservation of property or maintenance of a good and orderly appearance of the Facility or for the safe and efficient operation of the Facility. A set of Rules and Regulations may be obtained from the Secretary of the Port Authority, One World Trade Center, New York, New York 10048. The Port Authority agrees that except in cases of emergency it shall give notice to the Permittee of every further rule and regulation adopted by it at least five days before the Permittee shall be required to comply therewith.

15. The Permittee shall procure all licenses, certificates, permits or other authorization from all governmental authorities, if any, having jurisdiction over the Permittee's operations at the Facility which may be necessary

for the Permittee's operations thereat.

The Permittee shall pay all taxes, license, certification, permit and examination fees and excises which may be assessed, levied, exacted or imposed on the Machines or other property of the Permittee, or the ownership, possession or use thereof, or on the Permittee's operations hereunder or on the gross receipts or income from such operation, and shall make all applications, reports and returns required in connection therewith.

The Permittee shall promptly observe, comply with and execute the provisions of any and all present and future governmental laws, rules, regulations, requirements, orders and directions which may pertain or apply to the Permittee's operations at the Facility.

The Permittee's obligations to comply with governmental requirements are provided herein for the purpose of assuring proper safeguards for the protection of persons and property at the Facility and are not to be construed as a submission by the Port Authority to the application to itself of such requirements or any of them.

16. The Permittee shall not do or permit to be done any act which,

(a) will invalidate or be in conflict with any fire insurance policies covering the Facility or any part thereof. or upon the contents of any building thereon, or

(b) will increase the rate of any fire insurance on the Facility or any part thereof or upon the contents of any building thereon, or

(c) in the opinion of the Port Authority will constitute a hazardous condition, so as to increase the risks normally attendant upon the operations contemplated by this Permit.

The Permittee shall promptly observe, comply with and execute the provisions of any and all present and future rules and regulations, requirements, orders and directions of the National Fire Protection Association, and, if the operations are in New York, the New York Fire Insurance Rating Organization or if the Permittee's operations hereunder are in New Jersey, the

Fire Insurance Rating Organization of New Jersey, and any other body or organization exercising similar functions which may pertain or apply to the Permittee's operations hereunder. If by reason of the Permittee's failure to comply with the provisions of this Section, any fire insurance rate on the Facility or any part thereof or upon the contents of any building thereon shall at any time be higher than it otherwise would be, then the Permittee shall on demand pay the Port Authority that part of all fire insurance premiums paid or payable by the Port Authority which shall have been charged because of such violation by the Permittee.

For the purpose of this Section, "Facility" includes all structures located thereon.

~~17. All fee payments hereunder shall be made at the~~ office of the Treasurer of the Port Authority, One World Trade Center, New York, New York 10048, or at such other office as may hereafter be substituted therefor by notice to the Permittee. The basic fee, if any, or the part thereof which may be prorated as hereinafter provided, shall be due and payable in advance on the effective date hereof and on the first day of each and every month thereafter. The percentage fee, if any, or if that percentage fee is additional to a basic fee, the portion thereof prorated as hereinafter provided, and any fees or part thereof mentioned on the first page of this Permit to be measured by the number of items and/or units of service dispensed by a Machine, shall be due and payable monthly on the tenth day of the month following the calendar month in which the effective date hereof falls, and on the tenth day of each month thereafter and shall be based on the Permittee's gross receipts, sales made and services rendered in the preceding calendar month, provided, however, that if the permission granted hereby shall expire or be revoked effective on a date other than the last day of a month, the percentage fee or prorated part thereof, or the fee or part thereof measured by the number of items or units of service, shall be due and payable within ten days after such date. If the permission granted by this Permit commences on a date other than the first day of a month, or if the said permission expires or is revoked effective on a date other than the last day of a month, the fees due for the period of time during which the said permission shall have been in effect shall be the fees ~~specified on the first page of this Permit, prorated however in~~

~~the case of a basic fee or in the case of a basic fee and~~ percentage fee, in the same proportion that the number of days the permission is in effect bears to thirty days, as follows: the portion of the basic fee due shall be computed by prorating the monthly basic fee on the above basis; the amount of the percentage fee shall be equivalent to the excess over the prorated basic fee of the percentage applied to the gross receipts arising in such portion of the month. There shall be no proration of other fees. The computation of fees for each month, or for a portion of a month as provided above, shall be individual to such month or such portion of a month, and without relation to any ~~other month or any other portion of a month~~.

The term "gross receipts" shall include all monies paid or payable to the Permittee for sales made and for services rendered at the Facility pursuant to the permission granted hereby, provided, however, that if the fees or any part thereof mentioned on the first page of this Permit are measured in whole or in part by the Permittee's gross receipts and by the number of items and/or units of service dispensed by a Machine the monies paid or payable to the Permittee by customers for said items and/or units of services shall be excluded from "gross receipts" and provided, further, however, that any taxes imposed by law which are separately stated to and paid by the customer and directly payable to the taxing authority by the Permittee, shall be excluded therefrom.

18. If the fee or fees mentioned on the first page of this Permit are measured in whole or in part by the Permittee's gross receipts or by the number of items or units of service dispensed by a Machine, the Permittee shall,

(a) use its best efforts in every proper manner to develop and increase the business conducted by it hereunder;

(b) not divert or cause or allow to be diverted, any business from the Facility;

(c) maintain in accordance with accepted accounting practice during the effective period of the Permit and for one (1) year after the expiration or earlier revocation or termination thereof, and for a further period extending until the Permittee shall receive written permission.

THE PORT AUTHORITY OF NY & NJ

Tunnels, Bridges & Terminals

Dated as of May 1, 2014

Greyhound Lines Inc.
350 North St. Paul Street
Dallas, Texas 75201
Attn: Ms. Deanna Simsek

Re: **Port Authority License No. BLA-007 dated as of May 1, 2008**

Ladies and Gentlemen:

The Port Authority of New York and New Jersey (the "**Port Authority**") has heretofore issued you the captioned License (the "**License**"), granting the privileges or permission set forth therein with respect to the Port Authority Bus Terminal.

The Port Authority hereby offers to extend the effective period of the permission granted by the License as previously extended to and including July 31, 2014, subject to earlier termination or revocation, as provided in the License, on the following terms:

(1) All information required to be provided by the Licensee to the Port Authority pursuant to Section 6.1 of the License shall be provided in an electronic format approved by the Port Authority. The currently preferred format is an XML feed;

(2) This extension shall become effective upon the expiration date set forth in the License, as previously extended;

(3) All obligations undertaken by the Licensee pursuant to the License and the Supplement(s) thereto, if any, and pursuant to the Alteration Permit(s), if any, issued in connection therewith, shall remain in full force and effect;

(4) Except as hereby modified, all the provisions of the License and of such Supplement(s), if any, shall be and remain in full force and effect; and

(5) Acceptance of this offer by the Licensee, evidenced by signing and returning the enclosed duplicate of this letter, shall be received in this office within fifteen (15) days of the date of this letter.

Very truly yours,

THE PORT AUTHORITY OF NEW YORK AND NEW JERSEY

By _____
Cedrick T. Fulton
Director
Tunnels, Bridges & Terminals Department

The foregoing offer is accepted on the terms set forth therein.

Greyhound Lines Inc., Licensee

By Ted Burk

Name: Ted Burk

Title: VP Corporate Development

Port Authority Use Only:	
Approval as to Terms:	Approval as to Form:

License 2nd Extension Letter (TB&T 03/14)

2 Montgomery Street
Jersey City, NJ 07302

Approved as to form
By _____ 5/20/14
Attorney

:This Space for Port Authority Use Only :
:
:Permit Number: BTW-031 :

THE PORT AUTHORITY OF NEW YORK AND NEW JERSEY
4 World Trade Center
New York, New York 10007

PORT AUTHORITY BUS TERMINAL
SPACE PERMIT

The Port Authority of New York and New Jersey (herein called the "Port Authority") hereby grants to the Permittee hereinafter named permission to use and occupy the following described space (hereinafter referred to as the "Space") at the Port Authority Bus Terminal (the building bounded by 40th and 41st Streets, 8th and 9th Avenues, in the City, County and State of New York and the extension of the Port Authority Bus Terminal, contiguous thereto and lying to the north thereof hereafter sometimes called the "Facility") for the purposes hereinafter specified and all purposes incidental thereto in accordance with the Terms and Conditions hereof; and said Permittee agrees to pay the fee or fees hereinafter specified and to perform all other obligations imposed upon it in said Terms and Conditions.

1. PERMITTEE: GREYHOUND LINES, INC. a Delaware corporation

2. PERMITTEE'S ADDRESS: Attention: Legal Department
350 N. St. Paul
MNS2001
Dallas, Texas 75201

with a courtesy copy to the Real Estate Department

3. PERMITTEE'S REPRESENTATIVE: Deanna Simsek, Regional Real Estate Manager

4. SPACE: Per Special Endorsement No. 1

5. PURPOSES: Per Special Endorsement No. 2

6. FEES: Per Special Endorsement No. 3

7. EFFECTIVE DATE: As of September 1, 2015

8. EXPIRATION DATE: December 31, 2017, unless sooner revoked or terminated as provided in this Permit.

9. ENDORSEMENTS, EXHIBITS AND SCHEDULES: 11.1, 19.6, Special Endorsements, Exhibits A and B, and Fixed Fee, Utilities Fee and Insurance Schedules.

Dated: As of September 1, 2015

THE PORT AUTHORITY OF NEW YORK AND NEW JERSEY

By _____

Name Cedrick T. Fuller
(Please Print Clearly)

(Title) Director, TBT

GREYHOUND LINES, INC., Permittee

By _____

Name William J. Gieseker
(Please Print Clearly)

(Title) CFO

Port Authority Use Only:	
Approval as to Terms:	Approval as to Form:

SSA

TERMS AND CONDITIONS

1. Certain Definitions.

(a) **"Effective Date"** shall mean the date designated as the "Effective Date" in Item 7 on the cover page of this Permit.

(b) **"Executive Director"** shall mean the person or persons from time to time designated by the Port Authority to exercise the powers and functions vested in the Executive Director by this Permit; but until further notice from the Port Authority to the Permittee it shall mean the Executive Director of the Port Authority for the time being or his duly designated representative or representatives.

(c) **"Expiration Date"** shall mean the date designated as the "Expiration Date" in Item 8 on the cover page of this Permit.

(d) **"Facility"** shall have the meaning set forth in the granting clause on the cover page of this Permit.

(e) **"Hazardous Substance"** shall mean any pollutant, contaminant, toxic or hazardous waste, dangerous substance, potentially dangerous substance, noxious substance, toxic substance, flammable, explosive or radioactive material, urea formaldehyde foam insulation, asbestos, polychlorinated biphenyls (PCBs), chemicals known to cause cancer, endocrine disruption or reproductive toxicity, petroleum and petroleum products and substances declared to be hazardous or toxic or the removal, containment or restriction of which is required, or the manufacture, preparation, production, generation, use, maintenance, treatment, storage, transfer, handling or ownership of which is restricted, prohibited, regulated or penalized by any federal, state, county, or municipal or other local statute or law now or at any time hereafter in effect as amended or supplemented and by the regulations adopted and publications promulgated pursuant thereto.

(f) **"Manager of the Facility"** shall mean the person or persons from time to time designated by the Port Authority to exercise the powers and functions vested in the said Manager by this Permit; but until further notice from the Port Authority to the Permittee it shall mean the Manager (or temporary or Acting Manager) of the Facility for the time being, or his or her duly designated representative or representatives.

(g) **"Permittee's Representative"** shall mean the individual named in Item 3 on the cover page of this Permit or such other individual as the Permittee may designate by notice in accordance with the provisions of Section 19 below, entitled "Notices".

2. Effectiveness.

(a) The permission granted by this Permit shall take effect upon the Effective Date. Notwithstanding any other term or condition hereof, it may at any time be revoked by the Port Authority without cause upon thirty (30) days' prior notice, and terminated by the Permittee without cause upon thirty (30) days' prior notice; provided, however, that it may be revoked on twenty-four (24) hours' notice if the Permittee fails to keep, perform and observe each and every promise, agreement, condition, term and provision contained in this Permit, including without limitation the obligation to pay fees. Further, in the event the Port Authority exercises its right to revoke or terminate this Permit for any reason other than "without cause", the Permittee shall be

obligated to pay to the Port Authority an amount equal to all costs and expenses reasonably incurred by the Port Authority in connection with such revocation or termination, including without limitation any re-entry, regaining or resumption of possession, collecting all amounts due to the Port Authority, the restoration of any space which may be used and occupied under this Permit (on failure of the Permittee to have it restored), preparing such space for use by a succeeding permittee, the care and maintenance of such space during any period of non-use of the space, the foregoing to include, without limitation, personnel costs and legal expenses (including but not limited to the cost to the Port Authority of in-house legal services), repairing and altering the space and putting the space in order (such as but not limited to cleaning and decorating the same). Unless sooner revoked or terminated, such permission shall expire in any event upon the Expiration Date. Revocation or termination shall not relieve the Permittee of any liabilities or obligations hereunder which shall have accrued on or prior to the effective date of revocation or termination.

(b) No exercise by the Port Authority of any right of revocation granted to it in this Section shall be deemed to be a waiver of any other rights of revocation contained in this Section or elsewhere in this Permit or a waiver of any other rights or remedies which may be available to the Port Authority under this Permit or otherwise.

3. Use of Space by Permittee.

(a) The Space shall be used, pursuant to the permission hereby granted,

(i) if the Permittee is a corporation, by the Permittee acting only through the medium of its officers and employees,

(ii) if the Permittee is an unincorporated association, or a "Massachusetts" or business trust, by the Permittee acting only through the medium of its members, trustees, officers and employees,

(iii) if the Permittee is a partnership, by the Permittee acting only through the medium of its general partners and employees, or

(iv) if the Permittee is an individual, by the Permittee acting only personally or through the medium of his employees; or

(v) if the Permittee is a limited liability company, by the Permittee acting only through the medium of its members, managers and employees;

and the Permittee shall not, without the written approval of the Port Authority, use the Space through the medium of any other person, corporation or legal entity. The Permittee shall not assign or transfer this Permit or the permission granted hereby, or enter into any contract requiring or permitting the doing of anything hereunder by an independent contractor, without the written approval of the Port Authority. In the event of the issuance of this Permit to more than one individual or other legal entity (or to any combination thereof), then and in that event each and every obligation or undertaking herein stated to be fulfilled or performed by the Permittee shall be the joint and several obligation of each such individual or other legal entity.

(b) The Permittee's Representative specified in Item 3 of the cover page of this Permit (or such substitute as the Permittee may hereafter designate in writing) shall have full authority to act for the Permittee in connection with this Permit and any act or things done or to be done hereunder, and to execute on the Permittee's behalf any amendments or supplements to this Permit or any extension hereof and to give and receive notices hereunder.

(c) This Permit shall not constitute the Permittee the agent or representative of the Port Authority for any purpose whatsoever.

(d) The Permittee hereby agrees that it will not carry on any business or operation in the Space or at the Facility other than as specifically provided herein without receiving the prior written consent of the Port Authority, which consent, if given, will be in the form of a Supplement hereto or a separate agreement with the Port Authority, which consent will specify whether the provisions regarding fees contained herein or any other provisions regarding fees shall apply thereto.

4. Condition of Space.

(a) The Permittee hereby acknowledges that prior to the execution of this Permit it has thoroughly examined and inspected the Space and has found the Space in good order and repair and has determined the Space to be suitable for the Permittee's operations hereunder and acknowledges and agrees that it has not relied on any representations or statements of the Port Authority, its Commissioners, officers, employees or agents as to the condition or suitability thereof for use by the Permittee for the purposes contemplated herein. The Permittee agrees to and shall take the Space in its "as is" condition and the Port Authority shall have no obligation hereunder for preparation of the Space for the Permittee's use. The Permittee agrees that no portion of the Space will be used initially or at any time during the effective period of the permission granted hereunder which is in a condition unsafe or improper for the purposes contemplated herein so that there is possibility of injury or damage to life or property and the Permittee further agrees that before any use it will immediately correct any such unsafe or improper condition.

(b) Except to the extent required for the performance of any of the obligations of the Permittee under this Permit, nothing contained in this Permit shall grant to the Permittee any rights whatsoever in the air space above the height of the structures located on the Space as of the Effective Date hereof.

(c) The parties to this Permit hereby acknowledge that the Space is non-residential real estate.

(d) Except as specifically provided in this Permit, the Port Authority shall be under no obligation to furnish any services or utilities whatsoever at or in the Space.

(e) The Port Authority shall have no responsibility to keep the Space guarded, attended or patrolled at any time. The Port Authority shall have no obligation to police the use of the Space, or to ensure that others do not use or occupy the Space, or to provide any other service whatsoever in connection therewith.

5. Payment of Fees.

(a) Unless otherwise expressly provided in this Permit, the Permittee shall pay to the Port Authority a fee for its use and occupancy of the Space. The fee specified is a monthly fee, payable in advance on the Effective Date and on the first day of each and every calendar month thereafter.

(b) Payments made hereunder shall be sent to the following address:

THE PORT AUTHORITY OF NEW YORK
AND NEW JERSEY
P.O. BOX 95000-1517
PHILADELPHIA, PENNSYLVANIA 19195-0001

or made via the following wire transfer instructions:

Credit Bank: TD Bank
6000 Atrium Way, Mount Laurel NJ 08054
Bank ABA Number: 031201360
Beneficiary Account/ID #:
Beneficiary Name: The Port Authority of NY & NJ

or sent to such other address, or via such other wire transfer instructions, as may hereafter be substituted therefor by the Port Authority, from time to time, by notice to the Permittee.

(c) If the permission granted hereunder becomes effective on a date other than the first day of a calendar month or expires or is revoked or terminated on a date other than the last day of a calendar month, the fee payable for the part of the month during which the permission is in effect shall be computed by prorating the monthly fee on a daily basis, using the exact number of days in the month involved.

(d) Upon execution of this Permit by the Permittee, the Permittee shall pay to the Port Authority all unpaid fees and other monies due and payable under this Permit as of the date of execution.

6. Late and Service Charges.

(a) If the Permittee should fail to pay any amount required under this Permit when due to the Port Authority or if any such amount is found to be due as the result of an audit, then, in such event, the Port Authority may impose (by statement, bill or otherwise) a late charge with respect to each such unpaid amount for each late charge period (hereinbelow described) during the entirety of which such amount remains unpaid, each such late charge not to exceed an amount equal to eight-tenths of one percent (.8%) of such unpaid amount for each late charge period. There shall be twenty-four (24) late charge periods on a calendar year basis; each late charge period shall be for a period of at least fifteen (15) calendar days except one late charge period each calendar year may be for a period of less than fifteen (15) (but not less than thirteen (13)) calendar days. Without limiting the generality of the foregoing, late charge periods in the case of amounts found to have been owing to the Port Authority as the result of Audit Findings (as defined below) shall consist of each late charge period following the date the unpaid amount should have been paid under this Permit. Each late charge shall be payable immediately upon demand made at any time therefor by the Port Authority. No acceptance by the Port Authority of payment of any unpaid amount or of any unpaid late charge amount shall be deemed a waiver of the right of the Port Authority to payment of any late charge or late charges payable under the provisions of this Section with respect to such unpaid amount. Nothing in this Section is intended to, or shall be deemed to, affect, alter, modify or diminish in any way (x) any rights of the Port Authority under this Permit, including without limitation the Port Authority's rights set forth in Section 2 hereof or (y) any obligations of the Permittee under this Permit. In the event that any late charge imposed pursuant to this Section shall exceed a legal maximum applicable to

such late charge, then, in such event, each such late charge payable under this Permit shall be payable instead at such legal maximum.

(b) (1) The Permittee shall permit and/or cause to be permitted in ordinary business hours during the effective period of this Permit and for one (1) year thereafter the examination and audit by the officers, employees and representatives of the Port Authority of all the records and books of account of the Permittee (including without limitation all corporate records and books of account which the Port Authority in its sole discretion believes may be relevant in connection with the Permittee's use and occupancy of the Space as permitted hereunder) within ten (10) days following any request by the Port Authority from time to time and at any time to examine and audit any such corporate records and books of account.

(2) In the event that upon conducting an examination and audit as described in this Section the Port Authority determines that unpaid amounts are due to the Port Authority by the Permittee (the "**Audit Findings**"), the Permittee shall be obligated, and hereby agrees, to pay to the Port Authority a service charge in the amount equal to five percent (5%) of the Audit Findings. Each such service charge shall be payable immediately upon demand (by notice, bill or otherwise) made at any time therefor by the Port Authority. Such service charge(s) shall be exclusive of, and in addition to, any and all other moneys or amounts due to the Port Authority by the Permittee under this Permit or otherwise. No acceptance by the Port Authority of payment of any unpaid amount or of any unpaid service charge shall be deemed a waiver of the right of the Port Authority of payment of any late charge(s) or other service charge(s) payable under the provisions of this Permit with respect to such unpaid amount. Each such service charge shall be and become fees, recoverable by the Port Authority in the same manner and with like remedies as if it were originally a part of the fees to be paid hereunder. Nothing in this Section is intended to, or shall be deemed to, affect, alter, modify or diminish in any way (x) any rights of the Port Authority under this Permit, including, without limitation, the Port Authority's rights to revoke this Permit or (y) any obligations of the Permittee under this Permit.

7. Security Deposit.

(a) ***Security Deposit.***

(1) *Required Security Amount.* As security for the Permittee's full, faithful and prompt performance of and compliance with all of its obligations under this Permit, the Permittee shall, upon its execution and delivery of this Permit, deposit with the Port Authority (and shall keep deposited throughout the Term) the sum set forth in the Special Endorsements hereto as the "**Required Security Amount**", either in cash, or in bonds of the United States of America, the State of New Jersey, the State of New York, or The Port Authority of New York and New Jersey, having a market value of the Required Security Amount; provided, however, that if the Required Security Amount is Twenty Thousand Dollars and No Cents ($20,000.00) or greater, the Permittee shall be required, instead, to deliver to the Port Authority a letter of credit as provided in the following paragraph (b).

(2) *Requirements for Bonds.* Bonds qualifying for deposit hereunder shall be in bearer form, but if bonds of that issue were offered only in registered form, then the Permittee may deposit such bond or bonds in registered form, provided, however, that the Port Authority shall be under no obligation to accept such deposit of a bond in registered form unless such bond has been re-registered in the name of the Port Authority (the expense of such re-registration to be borne by the Permittee) in a manner satisfactory to the Port Authority. The Permittee may request the Port Authority to accept a registered bond in the Permittee's name and, if acceptable

to the Port Authority the Permittee shall deposit such bond together with a bond power (and such other instruments or other documents as the Port Authority may require) in form and substance satisfactory to the Port Authority. In the event the deposit is returned to the Permittee, any expenses incurred by the Port Authority in re-registering a bond to the name of the Permittee shall be borne by the Permittee.

(3) *Use of Deposit.* In addition to any and all other remedies available to it, the Port Authority shall have the right, at its option, at any time and from time to time, with or without notice, to use the deposit or any part thereof in whole or partial satisfaction of any of its claims or demands against the Permittee. There shall be no obligation on the Port Authority to exercise such right and neither the existence of such right nor the holding of the deposit itself shall cure any default or breach of this Permit on the part of the Permittee. With respect to any bonds deposited by the Permittee, the Port Authority shall have the right, in order to satisfy any of its claims or demands against the Permittee, to sell the same in whole or in part, at any time and from time to time, with or without prior notice at public or private sale, all as determined by the Port Authority, together with the right to purchase the same at such sale free of all claims, equities or rights of redemption of the Permittee. The Permittee hereby waives all right to participate therein and all right to prior notice or demand of the amount or amounts of the claims or demands of the Port Authority against the Permittee. The proceeds of every such sale shall be applied by the Port Authority first to the costs and expenses of the sale (including but not limited to advertising or commission expenses) and then to the amounts due the Port Authority from the Permittee. Any balance remaining shall be retained in cash toward bringing the deposit to the Required Security Amount. In the event that the Port Authority shall at any time or times so use the deposit, or any part thereof, or if bonds shall have been deposited and the market value thereof shall have declined below the Required Security Amount, the Permittee shall, on demand of the Port Authority and within two (2) days thereafter, deposit with the Port Authority additional cash or bonds so as to maintain the deposit at all times at the full Required Security Amount, and such additional deposits shall be subject to all the conditions of this Section.

(4) *No Encumbrance.* The Permittee agrees that it will not assign or encumber the deposit.

(5) *Interest.* The Permittee may collect or receive any interest or income earned on bonds and interest paid on cash deposited in interest-bearing bank accounts, less any part thereof or amount which the Port Authority is or may hereafter be entitled or authorized by law to retain or to charge in connection therewith, whether as or in lieu of an administrative expense, or custodial charge, or otherwise; provided, however, that the Port Authority shall not be obligated by this provision to place or to keep cash deposited hereunder in interest-bearing bank accounts.

(6) *Return of Deposit.* After the expiration or earlier termination of the Term, and upon condition that the Permittee shall then be in no way in default under any part of this Permit, and upon written request therefor by the Permittee, the Port Authority will return the deposit to the Permittee less the amount of any and all unpaid claims and demands (including estimated damages) of the Port Authority by reason of any default or breach by the Permittee of this Permit.

(7) *Tax Number.* For the purposes of the foregoing provisions, the Permittee hereby certifies that its federal Taxpayer Identification Number is set forth in the Special Endorsements hereto.

(b) Letter of Credit.

(1) *Letter of Credit in Lieu of Security Deposit.* In lieu of the security deposit required pursuant to the preceding paragraph (a), the Permittee may deliver (if the Required Security Amount is less than Twenty Thousand Dollars and No Cents ($20,000.00)), and *must* deliver (if the Required Security Amount is Twenty Thousand Dollars and No Cents ($20,000.00) or greater) to the Port Authority, as security for all obligations of the Permittee under this Permit, a clean irrevocable letter of credit issued by a banking institution satisfactory to the Port Authority and having its main office within the Port of New York and New Jersey District, in favor of the Port Authority in the amount of the Required Security Amount.

(2) *Form and Terms.* The form and terms of each letter of credit delivered under this Section, as well as the institution issuing it (which shall be an investment-grade rated bank), shall be subject to the prior and continuing approval of the Port Authority; the form of any proposed letter of credit shall be submitted to the Port Authority in advance for review and approval by its Credit, Collection and Accounts Receivable unit. Such letter of credit shall provide that it shall continue throughout the Term and for a period of not less than six (6) months thereafter; such continuance may be by provision for automatic renewal or by substitution of a subsequent satisfactory letter of credit.

(3) *Return of Any Existing Security Deposit.* Upon acceptance of such letter of credit by the Port Authority, and upon request by the Permittee made thereafter, the Port Authority will return any security deposit theretofore made under and in accordance with the provisions of the foregoing paragraph (a). The Permittee shall have the same rights to receive such deposit during the existence of a valid letter of credit as it would have to receive such sum upon expiration of the Term and fulfillment of the obligations of the Permittee under this Permit.

(4) *Cancellation; Drawdowns.* Upon notice of cancellation of a letter of credit, the Permittee agrees that unless, by a date twenty (20) days prior to the effective date of cancellation, the letter of credit is replaced by security in the Required Security Amount or another letter of credit satisfactory to the Port Authority, the Port Authority may draw down the full amount thereof, and thereafter the Port Authority will hold the same as security under the foregoing paragraph (a). If the Port Authority makes any drawing under a letter of credit held by the Port Authority hereunder, the Permittee, on demand of the Port Authority and within two (2) days thereafter, shall bring the letter of credit back up to the full Required Security Amount.

(5) *Failure to Provide Letter of Credit.* Following the Port Authority's acceptance of a letter of credit in lieu of the security deposit required pursuant to the foregoing paragraph (a), any failure to provide such letter of credit at any time during the Term which is valid and available to the Port Authority, including any failure of any banking institution issuing any such letter of credit previously accepted by the Port Authority to make one or more payments as may be provided in such letter of credit, shall be deemed to be a breach of this Permit on the part of the Permittee.

(6) *No Waiver.* No action by the Port Authority pursuant to the terms of any letter of credit, or receipt by the Port Authority of funds from any bank issuing any such letter of credit, shall be deemed to be a waiver of any default by the Permittee under the terms of this Permit, and all remedies under this Permit of the Port Authority consequent upon such default shall not be affected by the existence of, or a recourse to, any such letter of credit.

(c) ***Obligations under other Agreements.***

If the Permittee is obligated by any other agreement to maintain a security deposit with the Port Authority to insure payment and performance by the Permittee of all fees, rentals, charges and obligations which may become due and owing to the Port Authority arising from the Permittee's operations at the Facility pursuant to any such other agreement or otherwise, then all such obligations under such other agreement and any deposit pursuant thereto also shall be deemed obligations of the Permittee under this Permit and as security hereunder as well as under any such other agreement and all provisions of such other agreement with respect to such obligations and any obligations thereunder of the Port Authority as to the security deposit are hereby incorporated herein by this reference as though fully set forth herein and hereby made a part hereof. The termination, revocation, cancellation or expiration of any other agreement to which such security shall apply or any permitted assignment of such other agreement shall not affect such obligations as to such security which shall continue in full force and effect hereunder.

8. Indemnification of Port Authority.

(a) The Permittee shall indemnify and hold harmless the Port Authority, its Commissioners, officers, employees and representatives, from and against (and shall reimburse the Port Authority for the Port Authority's costs and expenses including legal costs and expenses incurred in connection with the defense of) all claims and demands of third persons, including but not limited to claims and demands for death or personal injuries, or for property damages, arising out of any of the operations, acts or omissions of the Permittee hereunder.

(b) The Permittee represents that it is the owner of or fully authorized to use or sell any and all services, processes, machines, articles, marks, names or slogans used or sold by it in its operations under or in any way connected with this Permit. Without in any way limiting its obligations under the preceding paragraph (a) hereof, the Permittee agrees to indemnify and hold harmless the Port Authority, its Commissioners, officers, employees, agents and representatives of and from any loss, liability, expense, suit or claim for damages in connection with any actual or alleged infringement of any patent, trademark or copyright, or arising from any alleged or actual unfair competition or other similar claim arising out of the operations of the Permittee under or in any way connected with this Permit.

(c) If so directed, the Permittee shall at its own expense defend any suit based on any claim or demand referred to in the foregoing paragraphs (a) or (b) (even if such claim or demand is groundless, false or fraudulent), and in handling such it shall not, without obtaining the prior written consent of the General Counsel of the Port Authority, raise any defense involving in any way the jurisdiction of the tribunal, the immunity of the Port Authority, its governmental nature or the provisions of any statutes respecting the Port Authority.

(d) In the event of any injury or death to any person (other than employees of the Permittee) at the Facility when caused by the Permittee's operations, acts or omissions of the Permittee hereunder, or damage to any property (other than the Permittee's property) at the Facility when caused by the Permittee's operations, acts or omissions of the Permittee hereunder, the Permittee shall immediately notify the Port Authority and promptly thereafter furnish to the Port Authority copies of all reports given to the Permittee's insurance carrier.

9. Right of Entry Reserved. The Port Authority shall have the right at any time and as often as it considers necessary, to inspect the Space and (without any obligation so to do) to

enter thereon to make ordinary repairs, and in the event of emergency to take such action therein as may be required for the protection of persons or property.

10. Law Compliance.

(a) The Permittee shall procure all licenses, certificates, permits or other authorization from all governmental authorities, if any, having jurisdiction over the Permittee's operations at the Facility which may be necessary for the Permittee's operations thereat.

(b) The Permittee shall pay all taxes, license, certification, permit and examination fees and excises which may be assessed, levied, exacted or imposed on its property or operation hereunder or on the gross receipts or income therefrom, and shall make all applications, reports and returns required in connection therewith.

(c) The Permittee shall promptly observe, comply with and execute the provisions of any and all present and future governmental laws, rules, regulations, requirements, orders and directions which may pertain or apply to the Permittee's operations at the Facility.

(d) The Permittee's obligations to comply with governmental requirements are provided herein for the purpose of assuring proper safeguards for the protection of persons and property at the Facility and are not to be construed as a submission by the Port Authority to the application to itself of such requirements or any of them.

11. Rules and Regulations. The Permittee shall observe and obey (and compel its officers, employees, guests, invitees, and those doing business with it, to observe and obey) the rules and regulations and procedures of the Port Authority now in effect, and such further reasonable rules and regulations and procedures which may from time to time during the effective period of this Permit, be promulgated by the Port Authority for reasons of safety, health, preservation of property or maintenance of a good and orderly appearance of the Facility or for the safe and efficient operation of the Facility. The Port Authority agrees that, except in cases of emergency, it shall give notice to the Permittee of every rule and regulation hereafter adopted by it at least five (5) days before the Permittee shall be required to comply therewith.

12. Conduct of Operations.

(a) The Permittee shall immediately comply with all orders, directives and procedures as may be issued by the Manager of the Facility covering the operations of the Permittee under this Permit at any time and from time to time. The Port Authority may, at any time and from time to time, without prior notice or cause, withdraw or modify any designations, approvals, substitutions or redesignations given by it hereunder.

(b) The Permittee shall not install any fixtures or make any alterations, additions, improvements or repairs to any property of the Port Authority except with the prior written approval of the Port Authority.

(c) Unless otherwise expressly provided, the Permittee shall not install any vending machines or similar devices in the Space or use the Space (or permit it to be used) for the sale to its employees or to the public of any of the following goods and services: beverages, food, candy, gum, ice cream or ice cream products, tobacco or tobacco products, periodicals, books, drugs, toys, games, souvenirs, jewelry, novelties, clothing, flowers, sporting or photographic goods, toilet articles, theatre tickets, shoe shines, pressing and cleaning, developing

and printing of photographs and films or baggage-checking. The specificity of the foregoing enumeration of disallowed activities shall not be deemed to infer that any particular activities not so enumerated are permitted under this Permit.

(d) No signs, posters or similar devices shall be erected, displayed or maintained in view of the general public in or about the Space without the written approval of the Manager of the Facility; and any not approved by him may be removed by the Port Authority at the expense of the Permittee. The Permittee shall not display, or permit the display of, advertising of third parties in the Space.

(e) The Permittee, its employees, invitees and those doing business with it shall have no right hereunder to park vehicles within the Facility, except in regular parking areas upon payment of regular charges therefor.

(f) The operations of the Permittee, its employees, invitees and those doing business with it shall be conducted in an orderly and proper manner and so as not to annoy, disturb or be offensive to others at the Facility. The Permittee shall provide and its employees shall wear or carry badges or other suitable means of identification which shall be subject to the approval of the Manager. The Port Authority shall have the right to object to the Permittee as to the demeanor, conduct and appearance of the Permittee's employees, invitees and those doing business with it, whereupon the Permittee will take all steps necessary to remove the cause of the objection.

(g) The Permittee shall daily remove from the Facility by means of facilities provided by it all garbage, debris and other waste material (whether solid or liquid) arising out of or in connection with the permission granted hereunder, and any such not immediately removed shall be temporarily stored in a clean and sanitary condition, in suitable garbage and waste receptacles, the same to be made of metal and equipped with tight-fitting covers, and to be of a design safely and properly to contain whatever material may be placed therein; said receptacles being provided and maintained by the Permittee. The receptacles shall be kept covered except when filling or emptying the same. The Permittee shall exercise extreme care in removing such garbage, debris and other waste materials from the Facility. The manner of such storage and removal shall be subject in all respects to the continual approval of the Port Authority. No facilities of the Port Authority shall be used for such removal unless with its prior consent in writing. No such garbage, debris or other waste materials shall be or be permitted to be thrown, discharged or disposed into or upon the waters at or bounding the Facility.

13. Care of Space.

(a) The Permittee shall at all times keep the Space in a clean and orderly condition and appearance, together with all fixtures, equipment and personal property of the Permittee and of the Port Authority located in or on the Space, including without limitation thereto the interior surface of windows and both sides of all entrance doors.

(b) The Permittee shall repair, replace, rebuild and paint all or any part of the Space or of the Facility which may be damaged or destroyed by the acts or omissions of the Permittee, its officers, members, employees, agents, representatives, contractors, customers, guests, invitees or other persons who are doing business with the Permittee who are on or at the Space or the Facility with the consent of the Permittee.

(c) The Permittee shall take good care of the Space, including therein, without limitation thereto, walls, partitions, floors, ceilings, doors and columns, and all parts thereof, and all equipment and fixtures, and shall do all preventive maintenance and make all necessary non-structural repairs, replacements, rebuilding and painting necessary to keep the Space in the condition existing on the effective date and to keep any improvements, additions and fixtures made or installed during the effective period of this Agreement in the condition they were in when made or installed except for reasonable wear which does not adversely affect the watertight condition or structural integrity of the building or adversely affect the efficient or proper utilization or the appearance of any part of the Space.

(d) In the event the Permittee fails to commence so to make or do any repair, replacement, rebuilding or painting required by this Agreement within a period of ten (10) days after notice from the Port Authority so to do, or fails diligently to continue to completion the repair, replacement, rebuilding or Painting of all the premises required to be repaired, replaced, rebuilt or painted by the Permittee under the terms of this Agreement, the Port Authority may, at its option, and in addition to any other remedies which may be available to it, repair, replace, rebuild or paint all or any part of the Space included in the said notice, the Port Authority's cost thereof to be paid by the Permittee on demand. This option or the exercise thereof shall not be deemed to create or imply any obligation or duty to the Permittee or others.

(e) The obligation of the Permittee as set forth in paragraphs (b) and (c) above, in the event of damage or destruction covered by any contract of insurance under which the Port Authority is the insured, is hereby released to the extent that the loss is recouped by actual payment to the Port Authority of the proceeds of such insurance; provided, however, that if at any time because of this release the insurance carrier of any policy covering the premises or any part thereof shall increase the premiums otherwise payable for fire, extended coverage or rental coverage applicable to the premises; the Permittee shall pay to the Port Authority an amount equivalent to such increase or increases on demand; and provided, further, that if at any time this release shall invalidate any such policy of insurance or reduce, limit or void the rights of the Port Authority thereunder, or if because of this release, any such insurance carrier shall cancel any such policy or shall refuse to issue or renew the same or shall refuse to issue a policy with an endorsement thereon under which this release is permitted without prejudice to the interest of the insured or shall cancel such endorsement or refuse to renew the same or shall take any other action to alter, decrease or diminish the benefits of the Port Authority under the policy, then the release shall be void and of no effect. Nothing herein shall be construed to imply an obligation on the Port Authority to carry any such insurance policy or to obtain or keep in force any such endorsement.

(f) The Port Authority shall have no duty of repair or maintenance as to the Space or any fixtures, equipment or personal property which is located in or on the Space.

(g) The Permittee shall immediately clear all drainage and supply stoppages and partial blocks, in and in connection with any plumbing fixtures, equipment and system which are a part of or are located in or on the Space. All glass in windows and doors which are a part of or are located in or on the Space and which may be broken shall be replaced by the Permittee not later than five days after breakage or at any earlier date if so directed by the Port Authority and immediately if such replacement is necessary to protect the Space, any part thereof or any

other property of the Port Authority against damage, loss or theft. The Permittee shall have no obligation under this paragraph where the condition is caused by the negligence or willful misconduct of the Port Authority.

(h) The Permittee shall immediately notify the Port Authority if any portion or all of the Space or any of the said Port Authority fixtures, equipment or personal property is destroyed, damaged or in need of repair, regardless of the Permittee's responsibility therefor.

(i) Nothing herein contained shall relieve the Permittee of its obligations to secure the Port Authority's written approval before installing any fixtures in or upon or making any alterations, decorations, additions or improvements in the Space.

(j) In the event of a partial or total destruction of the Space, the Permittee shall immediately remove any and all of its property and debris from the Space or portion thereof destroyed.

14. Permittee Property.

(a) Any personal property placed or installed by the Permittee in the Space shall remain the property of the Permittee and must be removed on or before the Expiration Date or on or before the revocation or termination of the permission hereby granted, whichever shall be earlier.

(b) If the Permittee shall fail to remove its property upon the expiration, termination or revocation hereof, the Port Authority may, at its option, as agent for the Permittee and at the Permittee's risk and expense, remove such property to a public warehouse for deposit or retain the same in its own possession and after the expiration of thirty (30) days sell the same at public auction, the proceeds of which shall be applied first to the expenses of sale, second to any sums owed by the Permittee to the Port Authority, and any balance remaining shall be paid to the Permittee, or may take such other action as may be necessary or desirable. Any excess of the total cost of removal, storage and sale over the proceeds of sale shall be paid by the Permittee to the Port Authority upon demand.

15. Prohibited Acts.

(a) The Permittee shall promptly observe, comply with and execute the provisions of any and all present and future rules and regulations, requirements, orders and directions of the New York Board of Fire Underwriters and the New York Fire Insurance Exchange, and any other body or organization exercising or which may exercise similar functions, which may pertain or apply to the Permittee's operations hereunder. If by reason of the Permittee's failure to comply with the provisions of this Section, any fire insurance, extended coverage or rental insurance rate on the Facility or any part thereof or upon the contents of any building thereon shall at any time be higher than it otherwise would be, then the Permittee shall on demand pay the Port Authority that part of all fire insurance premiums paid or payable by the Port Authority which shall have been charged because of such violation by the Permittee.

(b) The Permittee shall not do or permit to be done any act which

(i) will invalidate or be in conflict with any fire insurance policies covering the Facility or any part thereof or upon the contents of any building thereon, or

(ii) will increase the rate of any fire insurance, extended coverage or rental insurance on the Facility or any part thereof or upon the contents of any building thereon, or

(iii) in the opinion of the Port Authority will constitute a hazardous condition, so as to increase the risks normally attendant upon the operations contemplated by this Permit, or

(iv) may cause or produce upon the Facility any unusual, noxious or objectionable smokes, gases, vapors or odors, or

(v) may interfere with the effectiveness or accessibility of the drainage and sewerage system, fire-protection system, sprinkler system, alarm system, fire hydrants and hoses, if any, installed or located or to be installed or located in or on the Facility, or

(vi) shall constitute a nuisance in or on the Facility or which may result in the creation, commission or maintenance of a nuisance in or on the Facility.

(c) For purposes of this Section, "Facility" includes all structures located thereon.

16. Specifically Prohibited Activities.

(a) The Permittee shall not dispose of nor permit anyone to dispose of any waste materials (whether liquid or solid) by means of any toilets, sanitary sewers or storm sewers at the Facility.

(b) The Permittee shall not dispose of, release or discharge nor permit anyone to dispose of, release or discharge any Hazardous Substance on the Facility. Any Hazardous Substance disposed of, released or discharged by the Permittee (or permitted by the Permittee to be disposed of, released or discharged) on the Facility shall upon notice by the Port Authority to the Permittee be completely removed and/or remediated by the Permittee at its sole cost and expense.

(c) The Permittee shall not operate any engine or any item of automotive equipment in the Space without adequate ventilation.

(d) The Permittee shall not use any cleaning materials having a harmful or corrosive effect in the Space.

(e) The Permittee shall not fuel or defuel any equipment in the Space or elsewhere at the Facility without the prior approval of the Manager of the Facility except in accordance with Port Authority rules and regulations.

(f) The Permittee shall not start or operate any engine or any item of automotive equipment in the Space unless such space is adequately ventilated and unless such engine is equipped with a proper spark-arresting device.

(g) The Permittee shall not solicit business in the public areas of the Facility and shall not at any time use any electric amplifying devices or hand megaphones whatsoever.

17. Labor Disturbances.

(a) (1) The Permittee shall not employ any persons or use any labor, or use or have any equipment, or permit any condition to exist, which shall or may cause or be conducive to any labor complaints, troubles, disputes or controversies at the Facility which interfere or are likely to interfere with the operation of the Facility or any part thereof by the Port Authority or with the operations of the lessees, licensees, permittees or other users of the Facility or with the operations of the Permittee under this Permit.

(2) The Permittee shall immediately give notice to the Port Authority (to be followed by written notice and reports) of any and all impending or existing labor complaints, troubles, disputes or controversies and the progress thereof. The Permittee shall use its best efforts to resolve any such complaints, troubles, disputes or controversies.

(b) If any type of strike or other labor activity is directed against the Permittee at the Facility or against any operations pursuant to this Permit resulting in picketing or boycott for a period of at least forty-eight (48) hours, which, in the opinion of the Port Authority, adversely affects or is likely adversely to affect the operation of the Facility or the operations of other permittees, lessees or licensees thereat, whether or not the same is due to the fault of the Permittee, and whether caused by the employees of the Permittee or by others, the Port Authority may at any time during the continuance thereof, by twenty-four (24) hours' notice, revoke this Permit, effective at the time specified in the notice. Revocation shall not relieve the Permittee of any liabilities or obligations hereunder which shall have accrued on or prior to the effective date of revocation.

18. Duties under Other Agreements.

(a) Except as specifically provided herein to the contrary, the Permittee shall not, by virtue of the issue and acceptance of this Permit, be released or discharged from any liabilities or obligations whatsoever under any other Port Authority permits or agreements including but not limited to any permits to make alterations.

(b) In the event that any space or location covered by this Permit is the same as is or has been covered by another Port Authority permit or other agreement with the Permittee, then any liabilities or obligations which by the terms of such permit or agreement, or permits thereunder to make alterations, mature at the expiration or revocation or termination of said permit or agreement, shall be deemed to survive and to mature at the expiration or sooner termination or revocation of this Permit, insofar as such liabilities or obligations require the removal of property from and/or the restoration of the space or location.

19. Notices. A bill or statement may be rendered or any notice or communication which the Port Authority may desire to give the Permittee shall be deemed sufficiently rendered or given if the same be in writing and sent by registered or certified mail addressed to the Permittee at the address specified on the cover page hereof or at the latest address that the Permittee may substitute therefor by notice to the Port Authority, or left at such address, or delivered to the Permittee's Representative, and the time of rendition of such bill or statement and of the giving of such notice or communication shall be deemed to be the time when the same

is mailed, left or delivered as herein provided. Any notice from the Permittee to the Port Authority shall be validly given if sent by registered or certified mail addressed to the Executive Director of the Port Authority at 4 World Trade Center, 150 Greenwich Street, New York, New York 10007 or at such other address as the Port Authority shall hereafter designate by notice to the Permittee.

20. No Broker. The Permittee represents and warrants that no broker has been concerned in the negotiation or execution of this Permit and that there is no broker who is or may be entitled to be paid a commission in connection therewith. The Permittee shall indemnify the Port Authority and save it harmless from any and all claims which have been or which may be made by any and all persons, firms, or corporations whatsoever for services in connection with the negotiation and execution of this Permit or in connection with any permission to use the Space.

21. Waiver of Trial by Jury. The Permittee hereby waives its right to trial by jury in any summary proceeding or action that may hereafter be instituted by the Port Authority against the Permittee in respect of the Space and/or in any action that may be brought by the Port Authority to recover fees, damages, or other sums due and owing under this Permit. The Permittee specifically agrees that it shall not interpose any claims as counterclaims in any summary proceeding or action for non-payment of fees or other amounts which may be brought by the Port Authority unless such claims would be deemed waived if not so interposed. The foregoing reference to summary proceedings shall not be construed to mean that a landlord-tenant relationship exists between the Port Authority and the Permittee.

22. Effect of Use and Occupancy after Expiration, Revocation or Termination. Without in any way limiting any other provision of this Permit, unless otherwise notified by the Port Authority in writing, in the event the Permittee continues its use and occupancy of the Space after the expiration, revocation or termination of the effective period of the permission granted under this Permit, as such effective period of permission may be extended from time to time, in addition to any damages to which the Port Authority may be entitled under this Permit or other remedies the Port Authority may have by law or otherwise, the Permittee shall pay to the Port Authority a fee for the period commencing on the day immediately following the date of such expiration or the effective date of such revocation or termination and ending on the date that the Permittee shall surrender and completely vacate the Space at a rate equal to twice the monthly fee as provided for herein then in effect. Nothing herein contained shall be deemed to give the Permittee any right to continue its use and occupancy of the Space after the expiration, revocation or termination of the effective period of the permission granted under this Permit. The Permittee acknowledges that the failure of the Permittee to surrender, vacate and yield up the Space to the Port Authority on the effective date of such expiration, revocation or termination will or may cause the Port Authority injury, damage or loss. The Permittee hereby assumes the risk of such injury, damage or loss and hereby agrees that it shall be responsible for the same and shall pay the Port Authority for the same whether such are foreseen or unforeseen, special, direct, consequential or otherwise and the Permittee hereby expressly agrees to indemnify and hold the Port Authority harmless against any such injury, damage or loss.

23. No Personal Liability. No Commissioner, officer, agent or employee of the Port Authority shall be charged personally by the Permittee with any liability, or held liable to it, under any term or provision of this Permit, or because of its execution or attempted execution, or because of any breach hereof.

24. No Waiver. No failure by the Port Authority to insist upon the strict performance of any agreement, term, covenant or condition of this Permit or to exercise any right or remedy consequent upon a breach or default thereof, and no extension, supplement or amendment of this Permit during or after a breach thereof, unless expressly stated to be a waiver, and no acceptance by the Port Authority of fees, charges or other payments in whole or in part after or during the continuance of any such breach or default, shall constitute a waiver of any such breach or default of such agreement, term, covenant or condition. No agreement, term, covenant or condition of this Permit to be performed or complied with by the Permittee, and no breach or default thereof, shall be waived, altered or modified except by a written instrument executed by the Port Authority. No waiver by the Port Authority of any default or breach on the part of the Permittee in performance of any agreement, term, covenant or condition of this Permit shall affect or alter this Permit but each and every agreement, term, covenant and condition thereof shall continue in full force and effect with respect to any other existing or subsequent breach or default thereof.

25. Construction and Application of Terms.

(a) The use of headings in this Permit is for convenience of reference only and in no way intended to define, limit or describe the scope or intent of any provision hereof.

(b) Any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not be applicable to the interpretation of this Permit or any amendments, addendums or supplements hereto or any endorsements, exhibits, schedules or other attachments hereto.

(c) The provisions and obligations contained in any endorsements, exhibits, schedules or other attachments hereto shall have the same force and effect as if set forth in full herein.

(d) To the extent that any provisions of this Permit are in any instance to be construed in accordance with the laws of a state, the laws of the State of New York shall apply.

26. Entire Agreement. This Permit, including the cover page, the Terms and Conditions and the attached exhibits, endorsements, schedules and other attachments, if any, constitutes the entire agreement of the parties on the subject matter hereof and may not be changed, modified, discharged or extended, except by written endorsement duly executed on behalf of the parties and attached hereto. The Permittee agrees that no representations or warranties shall be binding upon the Port Authority unless expressed in writing herein.

The Port Authority, by its officers, employees, representatives, contractors, licensees, and their employees, shall have the right for the benefit of the Port Authority, or the Permittee and/or for the benefit of others than the Permittee to maintain existing and future heating, water, gas, electricity, sewerage, drainage, fire protection sprinkler, ventilating, refrigerating, fuel and communication systems and other such service systems, including all tubes, pipes, lines, mains, wires, conduits and equipment on or about the Space and to enter upon the Space at all reasonable times and to make such repairs, replacements and alterations as may, in the opinion of the Port Authority, be deemed necessary or advisable, and, from time to time, to construct or install over, on, in or under the Space new tubes, pipes, lines, mains, wires, conduits and equipment, provided however, that the same shall be done so as to interfere as little as reasonably possible with the Permittee's operations.

Nothing contained in this Endorsement shall or shall be construed to impose upon the Port Authority any obligations so to maintain or to make repairs, replacements, alterations or additions or any liability for failure to do so.

STANDARD ENDORSEMENT NO. 11.1
MAINTENANCE OF SERVICE FACILITIES
All Facilities
7/21/49

"Port Authority Bus Terminal" or "Terminal" shall mean the building bounded by 40th and 41st Streets, 8th and 9th Avenues, in the City, County and State of New York and the extension of the Port Authority Bus Terminal, contiguous thereto and lying to the north thereof; all of which now constitutes the Port Authority Bus Terminal.

SPECIAL ENDORSEMENTS

1. **Space**. Subject to and in accordance with all the terms and conditions of this Permit and the Endorsements annexed hereto, the Port Authority hereby grants the Permittee permission to use and occupy the:

(a) Ticket Windows Nos. 21 and 22 located in the Main Ticket Plaza in the South Wing of the Facility, as shown in diagonal hatching on the sketch attached hereto, hereby made a part hereof and marked "Exhibit A"; and

(b) Information Booth located in the Lower Level of the North Wing of the Facility as shown in diagonal hatching and marked as "Information Booth" on the sketch attached hereto, hereby make a part hereof and marked "Exhibit B";

together with the fixtures, improvements and other property of the Port Authority located or to be located therein or thereon (the "*Space*"). The Port Authority and the Permittee hereby acknowledge that the Space constitutes non-residential real property.

2. **Purposes**. The Permittee shall use (a) Ticket Windows Nos. 21 and 22 as passenger ticketing windows to sell tickets to passengers to ride buses operated by the Permittee or associated bus carriers and (b) the Information Booth for the dissemination of information about bus services operated by the Permittee and associated bus carriers, all in connection with the Permittee's operations at the Facility and for no other purposes whatsoever.

3. **Fees**.

(a) The Permittee shall pay monthly fees to the Port Authority for each Space in the amounts provided in the applicable table on the schedule entitled "Fixed Fee Schedule" attached hereto and hereby made a part hereof. Such fees shall be payable as of the Effective Date and thereafter on the first day of each calendar month throughout the period of permission hereunder.

(b) If the permission granted hereunder becomes effective on a date other than the first day of a calendar month or expires or is revoked or terminated on a date other than the last day of a calendar month, the fees payable for the part of the month during which the permission is in effect shall be computed by prorating each monthly fee on a daily basis, using the exact number of days in the month involved.

4. **Maintenance and Construction**

(a) The Permittee shall not install any equipment, improvement or fixtures in the Space or perform any construction work therein without the prior written approval of the Port Authority as to the design and type of unit to be installed as well as the method and manner of installation. Prior to the installation of any unit in any Space, the Permittee shall submit to the Port Authority for its approval an application pursuant to and in compliance with the Tenant Construction and Alteration Process Manual in the form supplied by the Port Authority, including such terms and conditions and such plans and specifications as the Port Authority may

require setting forth in detail the design and type of unit proposed by the Permittee to be installed and the method and manner of the installation work to be performed by the Permittee to prepare and equip such Space for its operations therein. The Permittee shall be responsible at its sole cost and expense for the performance of the installation work. Any installation, placement or attachment made without the approval of the Port Authority, and any such that does not continue to meet with the continuing approval of the Port Authority, shall immediately be removed by the Permittee. In the event of the Permittee's failure to remove the same, the Port Authority may do so at the Permittee's cost and expense. The Port Authority reserves the right to require the Permittee to obtain the approval of the Port Authority as to the time and manner of any maintenance, servicing and repair operations upon any of the Permittee's equipment, facilities, fixtures or property installed in, placed upon, or attached to the Space.

(b) Without limiting or affecting any other term or provision of this Permit, the Permittee shall be solely responsible for the design, adequacy and operation of all utility, mechanical, electrical, communications and other systems installed in the Space and shall do all preventive maintenance and make all repairs, replacements, rebuilding (ordinary or extraordinary, structural or non-structural) and painting necessary to keep such systems and all other improvements, additions, fixtures, finishes and decorations made or installed by the Permittee (whether the same involves structural or non-structural work) in the condition they were in when made or installed except for reasonable wear which does not affect adversely the structural integrity of the building or adversely affect the efficient or proper utilization or appearance of any part of the Space.

(c) The Permittee agrees that, in the performance of all construction work including, without limitation, the "Construction Work", it will comply with the Port Authority's policy on sustainable design as set forth in the sustainable design guidelines promulgated by the Port Authority Engineering Department from time to time.

5. **Services**.

(a) Electricity

(i) The Port Authority will supply electricity to the Permittee at the Space on such days and during such hours as the Permittee conducts its operations at the Space, to the extent that the Permittee's consumption does not exceed the capacity of feeders, risers or wiring in the Space or the Facility.

(ii) The Permittee shall pay monthly fees to the Port Authority for the use of electricity in each Space in the amounts provided in the schedule entitled "Utilities Fee Schedule" attached hereto and hereby made a part hereof. Such fees shall be payable as of the Effective Date and thereafter on the first day of each calendar month throughout the period of permission hereunder.

(b) The Port Authority shall have no obligations or responsibility with respect to the performance of any services or providing, supplying or furnishing to the Permittee of any utilities or services whatsoever except as expressly provided in this Special Endorsement. Without limiting the generality of any other provisions of this Permit, or the Rules and

Regulations of the Port Authority referred to herein, the Permittee shall not retain any contractor for the performance of any cleaning, janitorial or maintenance work in the Space without the prior written consent of the Port Authority.

(c) If any federal, state, municipal or other governmental body, authority or agency or any public utility assesses, levies, imposes, makes or increases any charge, fee or rent on the Port Authority for any service, system or utility now or in the future applied to or available to the Space or to any occupants or users thereof or to the structure or building of which the Space form a part (including but not limited to any sewer rent or charge for the use of sewer systems), the Permittee shall, at the option of the Port Authority exercised at any time and from time to time by notice to the Permittee, pay, in accordance with said notice, such charge, fee or rent or increase thereof (or the portion thereof allocated by the Port Authority to the Space or the Permittee's operations hereunder) either directly to the governmental body, authority or agency or to the public utility or directly to the Port Authority.

(d) Notwithstanding that the Port Authority may have agreed to supply a service hereunder to the Permittee where such service is to be metered, the Port Authority shall be under no obligation to provide or continue any such service if the Port Authority is prevented by law from submetering such service or has agreed with the supplier of such service not to submeter such service.

(e) The Port Authority shall have the right to temporarily discontinue the supply of any of the above services when necessary or desirable in the opinion of the Port Authority in order to make any repairs, alterations, changes or improvements in the Space or elsewhere in the building of which the Space forms a part including all systems for the supply of services.

(f) Notwithstanding that the Port Authority may have agreed to supply a service hereunder to the Permittee, the Port Authority shall be under no obligation to supply any such service if and to the extent and during any period that the supplying of any such service or the use of any component necessary therefor shall be prohibited or rationed by any federal, state or municipal law, rule, regulation, requirement, order or direction and if the Port Authority deems it in the public interest to comply therewith, even though such law, rule, regulation., requirement, order or direction may not be mandatory on the Port Authority. If by operation of this subdivision or the previous subdivision any service for which the Permittee has agreed to pay a flat sum is discontinued for any period during the effective period of the permission granted hereunder, the Permittee shall be relieved of its obligation to pay for such service for any such period or if any such service is supplied during fewer hours or in lesser amounts than agreed during any period during the effective period of the permission granted hereunder, the Permittee shall be relieved proportionately of its obligation to pay for any such service for any such period.

(g) No failure, delay or interruption in any of the above services shall be or shall be construed to be an eviction of the Permittee, shall be grounds for any diminution or abatement of the fees payable hereunder, or shall constitute grounds for any claim by the Permittee for damages, consequential or otherwise, unless due to the negligence of the Port Authority, its employees or agents. The Permittee shall not be entitled to receive any of the

above services during any period during which the Permittee wastes any of the services or is in default under any of the provisions of this Permit.

6. **Holdover**. The provisions of Section 22 of the Terms and Conditions of this Permit shall survive the expiration or the earlier revocation of the permission hereunder granted. Neither the receipt of any sum as damages pursuant to the provisions of said Section, nor any other act taken by the Port Authority pursuant to the provisions thereof in apparent affirmation of the Permittee's use and occupancy of the Space for any period beyond the Expiration Date or the effective date of the earlier revocation of the permission hereunder granted shall or shall be deemed to grant the Permittee a right to remain in occupancy of the Space after the Expiration Date or the effective date of the earlier revocation of the permission hereunder granted, or shall or shall be deemed to be a waiver by the Port Authority of or a limitation of the Port Authority's right to exercise any remedy available to it under this Permit or otherwise at law or in equity, to obtain possession of the Space should the Permittee fail to terminate its occupancy thereof and to deliver actual, physical possession thereof to the Port Authority on or before the Expiration Date or the earlier revocation of the permission hereunder granted, including without limitation the right to terminate this Permit pursuant to the terms hereof, and the right to institute summary proceedings.

7. **Method of Operation**.

(a) The Permittee shall not, on the grounds of race, creed, color, sex or national origin, discriminate or permit discrimination against any person or person in its selling of merchandise or rendering of services hereunder or in its employment practices and procedures or in any of its operations or activities under or in connection with this Permit.

(b) Without limiting the generality of any other provision of this Permit, the Permittee shall not keep, maintain, place or install in the Space any fixtures or equipment the use of which is not consistent with and required for the purposes of this Permit and the Permittee shall not use or connect any equipment or engage in any activity or operation in the Space which will cause or tend to cause an overloading of the capacity of any existing or future utility, mechanical, electrical, communications or other systems or portions thereof on the Space or elsewhere at the Facility nor shall the Permittee do or permit to be done anything which may interfere with the effectiveness or accessibility thereof.

(c) The Permittee shall not overload any floor, roadway, passageway, pavement or other surface or any wall, partition, column or other supporting member or any elevator or other conveyance in the Space or at the Facility and, without limiting any other provision of this Permit, the Permittee shall repair, replace or rebuild any such as may be damaged by overloading.

(d) Subject to and in accordance with the provisions of Section 10 of the Terms and Conditions hereof, the Permittee shall make any and all improvements, alterations or repairs of the Space that may be required at any time hereafter by any present or future governmental law, rule, regulation, requirement, order or direction or by any present or future rule, regulation, requirement, order or direction of the National Fire Protection Association and the New York Fire Insurance Rating Organization, and of any other board or organization

exercising or which may exercise similar functions, which may pertain or apply to the operations of the Permittee on the Space.

8. **Migration of Non-hazardous Materials**. In addition to and not in lieu of Section 8 of the Terms and Conditons hereof, the Port Authority shall not be liable to the Permittee or others for any personal injury, death or property damage from falling material, water, rain, hail, snow, gas, steam, dampness, explosion, smoke, radiation and/or electricity whether the same may leak into or fall, issue or flow from any part of the Space or of the Facility including, without limitation thereto, any utility, mechanical, electrical, communications or other systems therein or from any other place or quarter unless said damage, injury or death shall be due to the sole negligent acts or willful misconduct of the Port Authority, its employees or agents.

9. **Revocation**. Such provisions of this Permit as apply to the rights and obligations of the parties hereto upon the expiration of the permission granted by this Permit shall apply to the rights and obligations of the parties hereto upon the revocation of the said permission.

10. **Gifts**.

(a) During the effective period of the permission granted under this Permit, the Permittee shall not give or agree to give anything of value either to a Port Authority employee, agent, job shopper, consultant, construction manager or other person or firm representing the Port Authority or to a member of the immediate family (i.e., a spouse, child, parent, brother or sister) of any of the foregoing in connection with the performance by such employee, agent, job shopper, consultant, construction manager or other person or firm representing the Port Authority of duties involving transactions with the Permittee on behalf of the Port Authority whether or not such duties are related to this Permit or any other Port Authority lease, contract or matter. Any such conduct shall be deemed a material breach of this Permit.

(b) As used herein, "anything of value" shall include, but not be limited to, any (i) favors, such as meals, entertainment, transportation (other than that contemplated by this Permit or any other Port Authority lease or contract), etc., which might tend to obligate the Port Authority employee to the Permittee, or (ii) gift, gratuity, money, goods, equipment, services, lodging, discounts not available to the general public, offers or promises of employment, loans or the cancellation thereof, preferential treatment or business opportunity. Such term shall not include compensation contemplated by this Permit or any other Port Authority lease or contract.

(c) In addition, during the effective period of the permission granted under this Permit, the Permittee shall not make an offer of employment or use confidential information in a manner proscribed by the Code of Ethics and Financial Disclosure dated as of April 11, 1996, as may have been or may be amended (a copy of which is available upon request to the Office of the Secretary of the Port Authority).

(d) The Permittee shall include the provisions of this paragraph in each contract or subcontract entered into under and pursuant to the provisions of this Permit.

(e) The Permittee certifies that it has not made any offers or agreements or given or agreed to give anything of value (as defined in this paragraph) or taken any other action with respect to any Port Authority employee or former employee or immediate family member of either which would constitute a breach of ethical standards under the Code of Ethics and Financial Disclosure dated as of April 11, 1996 referred to in this paragraph, as may have been or may be amended, nor does the Permittee have any knowledge of any act on the part of a Port Authority employee or former Port Authority employee relating either directly or indirectly to the Permittee which constitutes a breach of the ethical standards set forth in said Code.

11. **Security – Letter of Credit**. The Permittee acknowledges that it has provided the Port Authority with a clean irrevocable letter of credit issued by JPMorgan Chase Bank, N.A., December 8, 2010, No. CPCS-893334, in the amount of $980,000.00, in favor of the Port Authority (the "***Permittee's Letter of Credit***"). The Permittee agrees that (i) this Permit is an agreement covered by the Permittee's Letter of Credit and (ii) the Permittee's Letter of Credit is the Required Security Deposit under Section 7 of the Terms and Conditions of this Permit and is subject to all the terms, conditions, obligations, requirements and covenants of such section 7.

12. **OFAC**

(a) The Permittee hereby represents and warrants to the Port Authority that the Permittee (x) is not a person or entity with whom the Port Authority is restricted from doing business under the regulations of the Office of Foreign Assets Control ("***OFAC***") of the United States Department of the Treasury (including, without limitation, those named on OFAC's Specially Designated and Blocked Persons list) or under any statute, executive order or other regulation relating to national security or foreign policy (including, without limitation, Executive Order 13224 of September 23, 2001, *Blocking Property and Prohibiting Transactions With Persons Who Commit, Threaten To Commit, or Support Terrorism*), or other governmental action related to national security, the violation of which would also constitute a violation of law, such persons being referred to herein as "***Blocked Persons***" and such regulations, statutes, executive orders and governmental actions being referred to herein as "***Blocked Persons Laws***") and (y) is not engaging in any dealings or transactions or be otherwise associated with Blocked Persons in violation of any Blocked Persons Laws. The Permittee acknowledges that the Port Authority is entering into this Permit in reliance on the foregoing representations and warranties and that such representations and warranties are a material element of the consideration inducing the Port Authority to enter into and execute this Permit.

(b) The Permittee covenants that (i) during the period of permission hereunder it shall not become a Blocked Person, and shall not engage in any dealings or transactions or be otherwise associated with Blocked Persons in violation of any Blocked Persons Laws. In the event of any breach of the aforesaid covenant, the same shall constitute an event of default and, accordingly, a basis for termination of the Permit by the Port Authority, in addition to any and all other remedies provided under the Permit or at law or in equity, which does not constitute an acknowledgement by the Port Authority that such breach is capable of being cured. In the event of any such termination by the Port Authority, the Permittee shall, immediately on receipt of the Port Authority's termination notice, cease all use of and operations permitted under this Permit and surrender possession of the Space to the Port Authority without the Port Authority being required to resort to any other legal process.

(c) The provisions of this Section shall survive the expiration or earlier termination of the period of permission hereunder.

13. **Loss or Theft**. Without limiting the generality of any of the provisions of this Permit, the Port Authority shall have no liability of any kind whatsoever for loss, theft or damage of or to any property, equipment or materials of any kind whatsoever placed in the Space or elsewhere at the Airport including, but not limited to, any loss, theft or damage due to the acts or omissions of the Port Authority.

14. **Additional Notices**. Each party may request the other party, as a courtesy, to transmit a copy or copies of notices to others including, but not limited to, the Permittee's Real Estate Department as provided in Item 3 on the cover page to this Permit, at any time, *provided, however,* that such transmittal shall be for convenience only and a failure to transmit such copy(ies) of a notice(s) to others shall have no effect whatsoever on the completeness or effectiveness of service of such notice on the party requesting the copy.

15. **Governing Law**. This Permit and any claim, dispute or controversy arising out of, under or related to this Permit, the relationship of the parties hereunder, and/or the interpretation and enforcement of the rights and obligation of the parties hereunder shall be governed by, interpreted and construed in accordance with the laws of the State of New York, without regard to choice of law principles.

For the Port Authority

Initialed:

For the Permittee

FIXED FEE SCHEDULE

PERIOD OF PERMISSION	MONTHLY FEE
September 1, 2015- December 31, 2015	$2,473.52
January 1, 2016- December 31, 2016	$2,560.10
January 1, 2017- December 31, 2017	$2,649.70

For the Port Authority

Initialed:

For the Permittee

UTILITIES FEE SCHEDULE

PERIOD OF PERMISSION	MONTHLY FEE
September 1, 2015- December 31, 2015	$134.02
January 1, 2016- December 31, 2016	$138.71
January 1, 2017- December 31, 2017	$143.57

For the Port Authority

Initialed:

For the Permittee

INSURANCE SCHEDULE

(a) The Permittee named in the permit to which this Insurance Schedule is attached and of which it constitutes an integral part (the "Permit"), in its own name as insured and including the Port Authority as an additional insured, shall maintain and pay the premiums during the effective period of the Permit on a policy or policies of Commercial General Liability Insurance, including premises-operations and products-completed operations and covering bodily-injury liability, including death, and property damage liability, none of the foregoing to contain care, custody or control exclusions, and providing for coverage in the limit set forth below:

Minimum Limits	
Commercial General Liability Insurance	
Combined single limit per occurrence for death, bodily injury and property damage liability:	$2,000,000
Workers' Compensation and Employers Liability Insurance	
Permittee's obligations under the applicable State Workers' Compensation Law for those employees of the Permittee employed in operations conducted pursuant to the Permit at or from the Facility:	Statutory

In the event the Permittee maintains the foregoing insurance in limits greater than aforesaid, the Port Authority shall be included therein as an additional insured, except for the Workers' Compensation and Employers Liability Insurance policies, to the full extent of all such insurance in accordance with all terms and provisions of the Permit, including without limitation this Insurance Schedule.

(b) Each policy of insurance, except for the Workers' Compensation and Employers Liability Insurance policies, shall also contain an ISO standard "separation of insureds" clause or a cross liability endorsement providing that the protections afforded the Permittee thereunder with respect to any claim or action against the Permittee by a third person shall pertain and apply with like effect with respect to any claim or action against the Permittee by the Port Authority and any claim or action against the Port Authority by the Permittee, as if the Port Authority were the named insured thereunder, but such clause or endorsement shall not limit, vary, change or affect the protections afforded the Port Authority thereunder as an additional insured. Each policy of insurance shall also provide or contain a contractual liability endorsement covering the obligations assumed by the Permittee under this Permit.

(c) All insurance coverages and policies required under this Insurance Schedule may be reviewed by the Port Authority for adequacy of terms, conditions and limits of coverage at any time and from time to time during the period of permission under the Permit. The Port Authority may, at any such time, require additions, deletions, amendments or modifications to the above-scheduled insurance requirements, or may require such other and additional insurance, in such reasonable amounts, against such other insurable hazards, as the Port Authority may deem required and the Permittee shall promptly comply therewith.

(d) Each policy must be specifically endorsed to provide that the policy may not be cancelled, terminated, changed or modified without giving thirty (30) days' written advance notice thereof to the Port Authority. Each policy shall contain a provision or endorsement that the insurer "shall not, without obtaining express advance permission from the General Counsel of the Port Authority, raise any defense involving in any way the jurisdiction of the tribunal over the person of the Port Authority, the immunity of the Port Authority, its Commissioners, officers, agents or employees, the governmental nature of the Port Authority or the provisions of any statutes respecting suits against the Port Authority." The foregoing provisions or endorsements shall be recited in each policy or certificate to be delivered pursuant to the following paragraph (e).

(e) A certified copy of each policy or a certificate of insurance evidencing the existence thereof, or binders, shall be delivered to the Port Authority upon execution and delivery of the Permit by the Permittee to the Port Authority. In the event any binder is delivered it shall be replaced within thirty (30) days by a certified copy of the policy or a certificate of insurance. Any renewal policy shall be evidenced by a renewal certificate of insurance delivered to the Port Authority at least thirty (30) days prior to the expiration of each expiring policy, except for any policy expiring after the date of expiration of the Permit. The aforesaid insurance shall be written by a company or companies approved by the Port Authority. If at any time any insurance policy shall be or become unsatisfactory to the Port Authority as to form or substance or if any of the carriers issuing such policy shall be or become unsatisfactory to the Port Authority, the Permittee shall promptly obtain a new and satisfactory policy in replacement. If the Port Authority at any time so requests, a certified copy of each policy shall be delivered to or made available for inspection by the Port Authority.

(f) The foregoing insurance requirements shall not in any way be construed as a limitation on the nature or extent of the contractual obligations assumed by the Permittee under the Permit. The foregoing insurance requirements shall not constitute a representation or warranty as to the adequacy of the required coverage to protect the Permittee with respect to the obligations imposed on the Permittee by the Permit or any other agreement or by law.

For the Port Authority

Initialed:

For the Permittee