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ORIGINAL



March 19, 2004

VIA HAND DELIVERY - RETURN COPY

Hon. Vernon A. Williams
Secretary
Surface Transportation Board
1925 K Street, NW (7th fl.)
Washington, DC 20423-0001

Dear Secretary Williams:

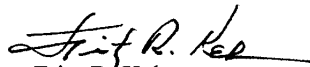
This refers to STB Dockets No. MC-F-20904, No. MC-F-20908 and No. MC-F-20912, Peter Pan Bus Lines, Inc.-Pooling-Greyhound Lines, Inc., and the revenue pooling agreements between Peter Pan Bus Lines, Inc., and Greyhound Lines, Inc., and their amendments, as approved by the Board.

The applicants have further amended paragraph 3 of their revenue pooling agreements by adding a new subparagraph g to address the apportionment of revenues in the event one or another of the companies experiences a strike or lockout. A copy of the amendment is attached.

This minor, ministerial change, I believe, comes within the scope of the Board's earlier approvals and, hence, requires no action by the Board. I hope you will agree; however, if you are of the view that more formal action is required, please treat this letter as applicants' request for a supplemental decision approving the amendment, pursuant to 49 U.S.C. 14302(c)(2). Ten copies of this letter are enclosed to permit your circulation of it, if necessary.

An additional copy of this letter is enclosed for you to stamp to acknowledge your receipt of it and to return to me via the messenger.

Sincerely yours,


Fritz R. Kahn

enc.

cc: Mr. Brian R. Stefano
Mr. Gregory Alexander

THIRD AMENDMENT
TO
REVENUE POOLING AGREEMENTS

Peter Pan Bus Lines of Springfield, Massachusetts ("Peter Pan"), and Greyhound Lines, Inc., of Dallas, Texas ("Greyhound"), having entered into Revenue Pooling Agreements approved by the Board by Decisions entered in STB Docket No. MC-F-20904, Peter Pan Bus Lines, Inc.–Pooling–Greyhound Lines, Inc., served June 30, 1997, STB Docket No. MC-F-20908, Peter Pan Bus Lines, Inc.–Pooling–Greyhound Lines, Inc., served April 29, 1998, and STB Docket No. MC-F-20912, Peter Pan Bus Lines, Inc.–Pooling–Greyhound Lines, Inc., served February 12, 1998, first amended by Agreement dated October 22, 1998, approved by Decision of the Board, served December 18, 1998, and next amended by Agreement dated July 12, 1999, acknowledged by the Board, Secretary Williams, to require no formal action of the Board, by letter, dated August 6, 1999,¹ further amend the Revenue Pooling Agreements, as follows:

1. That paragraph 3.f. be amended by adding a sentence at the conclusion thereof reading, "For shortfalls resulting from a *force majeure* condition occasioned by strike or lockout, the provisions of the following paragraph, paragraph 3.g., shall apply."

2. That, following paragraph 3.f., a new subparagraph, paragraph 3.g., shall be inserted reading, as follows:

¹ A minor amendment to the Agreement approved in STB Docket No. MC-F-20912 was dated September 19, 2003, and submitted to the Board by letter, dated September 22, 2003, with no action being taken by the Board.

g. This subparagraph only applies in the event either party experiences a *force majeure* condition occasioned by a strike or lockout, and it only applies during that condition.

(i) If this subparagraph applies and a party has operated less than its percentage of the miles during the preceding month, the operating party, hereinafter referred to as the Operating Carrier, shall be reimbursed by the party having experienced the shortfall, hereinafter referred to as the Affected Carrier, as provided in this subparagraph.

(ii) To calculate reimbursement under this subparagraph,

- (a) Determine the total revenue pool miles operated by both the Operating Carrier and the Affected Carrier during the comparable period in the year immediately preceding ("Total Base Miles"). Each carrier's individual Base Miles shall be determined based on each carrier's percentage of Total Base Miles. Greyhound's Base Miles shall be 58.94% of Total Base Miles; Peter Pan's Base Miles shall be 41.06% of Total Base Miles.
- (b) Determine the total miles operated ("FMOMiles") during the *force majeure* condition by (a) the Operating Carrier (including those operated by its subsidiaries and/or affiliates), and (b) by the Operating Carrier using buses and drivers leased from other companies.
- (c) Determine the miles operated ("FMAMiles") during the *force majeure* condition by the Affected Carrier (including those operated by its subsidiaries and/or affiliates, and using buses and drivers leased from other companies).

- (d) Determine the total miles operated ("FMMiles") during the *force majeure* condition by adding the FMOMiles and the FMAMiles.
- (e) Reimbursement shall be based on each carrier's obligation to operate its Percentage of FMMiles. Greyhound's Percentage shall be 58.94% and Peter Pan's shall be 41.06%.
- (iii) If the *force majeure* condition lasts two weeks or less, the Affected Carrier will reimburse the Operating Carrier at the rate of \$2.00 per mile for the share of the Affected Carrier's FMMiles operated by the Operating Carrier (including its subsidiaries, and/or its affiliates, and/or using buses and drivers leased from other companies) during the *force majeure* condition according to the following formula:

[(FMOMiles Operated by Operating Carrier) *times* (Affected Carrier's Percentage)] *less* [FMAMiles operated by Affected Carrier (if any) *times* (Operating Carrier's Percentage)] *times* [\$2.00].

- (iv) If the *force majeure* condition lasts more than two weeks, the Affected Carrier will reimburse the Operating Carrier for the share of the Affected Carrier's miles operated by the Operating Carrier during the *force majeure* condition according to the following three formulas:

(a) For Base Miles, the Affected Carrier will reimburse the Operating Carrier at the rate of \$2.00 per mile for the Affected Carrier's share of Base Miles operated by the Operating Carrier (including its subsidiaries, and/or its affiliates, and/or using buses and drivers leased from other companies):

[Operating Carrier's Base Miles] *times* [Affected Carrier's Percentage] *less*
[miles operated by Affected Carrier (if any) *times* Operating Carrier's Percentage]]
times [\$2.00].

(b) For miles in excess of Base Miles operated by the Operating Carrier (including its subsidiaries and/or affiliates, but excluding leased buses and drivers and drivers not from subsidiaries and/or affiliates), Affected Carrier will reimburse the Operating Carrier at the rate of \$2.80 per mile for the Affected Carrier's share of FMOMiles in excess of Base Miles operated by the Operating Carrier:

[(Operating Carrier's FMOMiles operated) *less* (Operating Carrier's Base Miles)]
times [Affected Carrier's Percentage] *less* [FMAMiles operated by Affected
Carrier (if any) *times* (Operating Carrier's Percentage)] *times* [\$2.80].

(c) For miles in excess of Base Miles operated by the Operating Carrier using leased buses and drivers not from subsidiaries and/or affiliates, Affected Carrier will reimburse the Operating Carrier for the Affected Carrier's Percentage at Operating Carrier's invoice cost:

[(Operating Carrier's FMOMiles operated) *less* (Operating Carrier's Base Miles)
less (miles in excess of Base Miles operated by the Operating Carrier (including its
subsidiaries and/or affiliates))] *times* [Affected Carrier's Percentage] *times*
[invoice cost per mile].

(v) All reimbursement provided for in this subparagraph shall be paid as a part of the Net Pool Passenger Revenue according to the terms and conditions of paragraph 8.

3. Except as set forth herein, the terms, provisions and conditions of the Revenue Pooling Agreements shall remain as originally stated and amended in the meantime and will remain in full force and effect.

4. Each Party hereby represents that this Agreement has been duly executed by an authorized representative empowered to bind such Party.

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

PETER PAN BUS LINES, INC.

GREYHOUND LINES, INC.

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: March 19, 2004

Date: March 19, 2004

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(v) All reimbursement provided for in this subparagraph shall be paid as a part of the Net Pool Passenger Revenue according to the terms and conditions of paragraph 8.

3. Except as set forth herein, the terms, provisions and conditions of the Revenue Pooling Agreements shall remain as originally stated and amended in the meantime and will remain in full force and effect.

4. Each Party hereby represents that this Agreement has been duly executed by an authorized representative empowered to bind such Party.

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

PETER PAN BUS LINES, INC.

GREYHOUND LINES, INC.

By: Brian Stefano

By: _____

Name: Brian Stefano

Name: _____

Title: Vice President/CFO

Title: _____

Date: March 19, 2004

Date: March 19, 2004

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(v) All reimbursement provided for in this subparagraph shall be paid as a part of the Net Pool Passenger Revenue according to the terms and conditions of paragraph 8.

3. Except as set forth herein, the terms, provisions and conditions of the Revenue Pooling Agreements shall remain as originally stated and amended in the meantime and will remain in full force and effect.

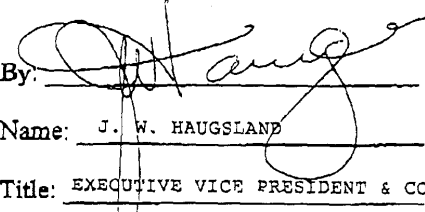
4. Each Party hereby represents that this Agreement has been duly executed by an authorized representative empowered to bind such Party.

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

PETER PAN BUS LINES, INC.

GREYHOUND LINES, INC.

By: _____

By:  _____

Name: _____

Name: J. W. HAUGSLUND

Title: _____

Title: EXECUTIVE VICE PRESIDENT & COO

Date: March 19, 2004

Date: March 19, 2004