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ORIGINAL



August 20, 2002

VIA HAND DELIVERY - RETURN COPY

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

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AUG 21 2002

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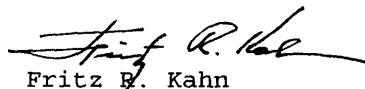
This refers to STB Docket No. MC-F-20910, Adirondack Transit Lines, et al.--Pooling--Greyhound Lines, Inc., et al., and the Decision of the Board, served December 18, 1997, approving the revenue pooling agreement, subsequently amended without the need for Board action, effective July 15, 1999, and October 15, 1999.

The parties have agreed further to amend their revenue pooling agreement to revise section 19.b. defining "Permitted Transactions" and section 25, relating to the sharing of advertising expenses. A copy of the Third Amendment is enclosed.

These are minor changes which, I believe, come with the scope of the Board's earlier approval and, therefore, require 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 the parties' request for a supplemental decision approving the amendments, pursuant to 49 U.S.C. 14302(c)(2).

Ten copies of this letter are enclosed to permit your circulation of it. An additional copy 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. Eugene J. Berardi, Jr.
Mr. Gregory Alexander

**THIRD AMENDMENT
OF
REVENUE POOLING AGREEMENT**

Adirondack Transit Lines, Inc. d/b/a Adirondack Trailways, and its corporate affiliates, Pine Hill-Kingston Bus Corp., d/b/a Pine Hill Trailways, and Passenger Bus Corporation, d/b/a New York Trailways, New York corporations, maintaining their principal office at 499 Hurley Avenue, Hurley, New York 12443 (together "ADT"), on the one hand, and on the other, Greyhound Lines, Inc., a Delaware corporation, maintaining its principal office at 15110 North Dallas Parkway, Dallas, Texas 75248 and its wholly owned subsidiary, Vermont Transit Co., Inc., a Vermont corporation maintaining its principal office at 345 Pine Street, Burlington, Vermont 05401 (together "GLI"), having entered into a Revenue Pooling Agreement, approved, pursuant to 49 U.S.C. 14302, by the Surface Transportation Board in Decision STB No. MC-F-20910, ADIRONDACK TRANSIT LINES, INC., PINE HILL-KINGSTON BUS CORP., AND PASSENGER BUS CORPORATION - POOLING - GREYHOUND LINES, INC., AND VERMONT TRANSIT CO., INC., served December 18, 1997, as amended on July 15, 1999, and as further amended on October 15, 1999, and intending it should be further amended, subject to the approval of the Surface Transportation Board, if required, agree:

1. Subpart B of Section 19.b of the Agreement shall be further modified to read:

"In the case of GLI: (i) any time prior to December 31, 2005, any sale or transfer of all or any portion of its capital stock or any merger involving GLI, and (ii) at any time after December 31, 2005, any sale or transfer of capital stock, so long as not more than eighty percent (80%) of such capital stock that constitutes voting stock is acquired by any person or "group" within the meaning of Rule 13b-5 of the 1934 Act, except that the acquisition of all of GLI's capital stock by Laidlaw, Inc. pursuant to a merger transaction shall be a Permitted Transaction,"

2. The first sentence of Section 25 shall be modified to read:

"The parties agree that except by mutual written consent, the parties will spend not less, individually or collectively, on advertising the Pooled Route service than two percent (2%) of annual sales on the Pooled Routes, except that for calendar years 2002, 2003 2004, and 2005 the minimum shall be one percent (1%)."

3. Except as set forth herein, the terms, provisions and conditions of the Agreement shall remain as originally stated 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.

ADIRONDACK TRANSIT LINES, INC.

By: Eugene J. Berardi, Jr.
Name: Eugene J. Berardi, Jr.
Title: President

Date: April 26 2002

PINE HILL-KINGSTON BUS CORP.

By: Eugene J. Berardi, Jr.
Name: Eugene J. Berardi, Jr.
Title: President

Date: April 26 2002

PASSENGER BUS CORPORATION

By: Eugene J. Berardi, Jr.
Name: Eugene J. Berardi, Jr.
Title: President

Date: April 26 2002

GREYHOUND LINES, INC.

By: Jack W. Haugslund
Name: Jack W. Haugslund
Title: Executive Vice President & COO

Date: 5/14/02

VERMONT TRANSIT CO., INC.

By: Jack W. Haugslund
Name: Jack W. Haugslund
Title: Executive Vice President & COO

Date: 5/14/02

Approved as to form

By: [Signature]
Attorney