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September 22, 2003

VIA HAND DELIVERY - RETURN COPY

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

Part of
Public Record



Dear Secretary Williams:

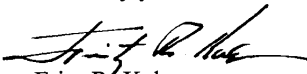
This refers to STB Docket No. MC-F- 20912, Peter Pan Bus Lines, Inc. - Pooling - Greyhound Lines, Inc., and to the Revenue Pooling Agreement approved by Decision of the Board, served December 18, 1998, as amended as of October 22, 1998, and July 12, 1999.

The applicants have further amended their Agreement, subject to the approval of the Board, if such approval is required, temporarily to provide for the payment of additional revenues to Peter Pan and to afford it the opportunity to operate additional miles on the pooled routes between New York and Boston. A copy of the Amendment is attached.

These minor, ministerial changes, I believe, come within the scope of the Board's earlier approvals and, hence, require no action by the Board. I hope that you will agree; however, if you are of the view that the approval of the Amendment by the Board 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. An additional copy is enclosed for you to stamp to acknowledge your receipt of it and to return to me via the messenger. If you have any question concerning the foregoing which you believe I may be able to answer or if I otherwise can be of assistance, please let me know.

Sincerely yours,


Fritz R. Kahn

cc: Jeremy Kahn, Esq.

THIRD AMENDMENT
OF
REVENUE POOLING AGREEMENT

Peter Pan Bus Lines, Inc., of Springfield, Massachusetts ("Peter Pan") and Greyhound Lines, Inc., of Dallas, Texas ("Greyhound"), having entered into a Revenue Pooling Agreement relating to their operations between New York, New York, and Boston, Massachusetts, dated September 17, 1997, approved by Decision of the Board, in STB Docket No. MC-F-20912, Peter Pan Bus Lines, Inc.–Pooling–Greyhound Lines, Inc., served December 18, 1998, as first amended by agreement of the parties, dated October 22, 1998, approved by Decision of the Board, served December 18, 1998, and further amended by agreement of the parties, dated July 12, 1999, acknowledged by letter of the Secretary, dated August 6, 1999, amend their Revenue Pooling Agreement, as follows:

1. That a new Section 8A, Adjustment to Distribution of Net Pool Revenue, shall be added, to read, as follows:
 - a. In addition to the share of Net Pool Passenger Revenue due to Peter Pan pursuant to the provisions of Section 7.a., as part of the monthly adjustment following October 1, 2003, or commencing with the first monthly settlement after this Amendment is approved by the Surface Transportation Board, if such approval is required, whichever occurs last, Greyhound shall increase Peter Pan's share of Net Pool Passenger Revenue for that month by fifty thousand dollars (\$50,000.00).
 - b. In addition to the share of Net Pool Revenue due to Peter Pan each month pursuant to the provisions of Section 7.a., as part of the monthly settlement in the first month only

for each quarter, commencing with the quarter beginning October 1, 2003, or commencing with the first monthly settlement after this Amendment is approved by the Surface Transportation Board, if such approval is required, whichever occurs last, and continuing each quarter thereafter for twenty-two (22) additional quarters, Greyhound shall increase Peter Pan's share of Net Pool Passenger Revenue by ten thousand eight hundred and sixty-nine dollars and fifty-seven cents (\$10,869.57).

c. In addition to the share of New Pool Passenger Revenue due to Peter Pan each month pursuant to the provisions of Section 7.a., as part of the monthly adjustment following October 1, 2003, or commencing with the first monthly settlement after this Amendment is approved by the Surface Transportation Board, if such approval is required, whichever occurs last, and as part of the subsequent nine (9) consecutive monthly adjustments thereafter, Greyhound shall increase Peter Pan's share of Net Pool Passenger Revenue by three thousand dollars (\$3,000.00).

2. That a new subsection g. be inserted in Section 3, Mileage Operated, to read, as follows:

g. For the three (3) twelve (12)-month periods, beginning July 2003 and continuing through June 2006, Greyhound shall afford Peter Pan the opportunity to operate its buses, or buses leased by Peter Pan from third parties, in Revenue Pool service for up to an additional fifty thousand (50,000) miles per twelve (12)-month period, in addition to the mileage Peter Pan is obligated to operate pursuant to the provisions of this Section. If Greyhound fails to afford Peter Pan the opportunity to operate the required number of additional miles during any of the twelve (12)-month periods, Peter Pan shall be credited with the difference between the number of miles required to be offered during that twelve (12)-month period, and Peter Pan shall

be paid the difference for any shortfall pursuant to the provisions of Section 3.f.

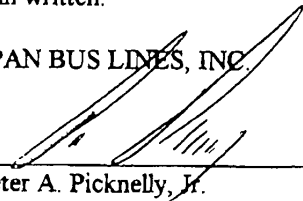
3. Except as set forth herein, the terms, provisions and conditions of the Revenue Pooling Agreement, as amended, shall remain in full force and effect.

4. This Amendment shall be submitted to the Surface Transportation Board and, if its approval is required, shall be subject to the approval of the agency.

5. Each Party hereby represents that his Amendment has been duly executed by an authorized representative empowered to bind such Party.

IN WITNESS WHEREOF, the Parties hereto have executed this Amendment as of the date herein written.

PETER PAN BUS LINES, INC.

By: 
Name: Peter A. Picknelly, Jr.
Title: President

Date: 9/15/03

GREYHOUND LINES, INC.

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

Date: _____

be paid the difference for any shortfall pursuant to the provisions of Section 3.f.

3. Except as set forth herein, the terms, provisions and conditions of the Revenue Pooling Agreement, as amended, shall remain in full force and effect.

4. This Amendment shall be submitted to the Surface Transportation Board and, if its approval is required, shall be subject to the approval of the agency.

5. Each Party hereby represents that his Amendment has been duly executed by an authorized representative empowered to bind such Party.

IN WITNESS WHEREOF, the Parties hereto have executed this Amendment as of the date herein written.

PETER PAN BUS LINES, INC.

By: _____

Name: Peter A. Picknelly, Jr.

Title: President

Date: _____

GREYHOUND LINES, INC.

By: _____

Name: Jack W. Haugland

Title: Executive Vice President & COO

Date: _____

Approved as to form

By: ME 9/19/03
Attorney