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January 28, 2004

VIA HAND DELIVERY - RETURN COPY

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

RECEIVED
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FBI
MANAGEMENT
SIS

Dear Secretary Williams:

The Interstate Commerce Commission, by its Decision in Docket No. MC-F-19569, Kerrville Tours, Inc.-Pooling-Greyhound Lines, served May 11, 1990, approved the Applicants' Service Pooling Agreement.

By letter, dated September 5, 1995, the Applicants advised you that they amended their agreement, subject to the approval of the Commission, to extend the agreement and to correct the name of one of the parties.

The parties have agreed to a second amendment of their agreement, subject to the approval of the Board, extending it to the year 2010 and simplifying and clarifying the cancellation provision of Paragraph 3.3. A copy is enclosed.

These minor, ministerial changes, I believe, come within the scope of the Commission's earlier approval and, hence, require no action by the Board.

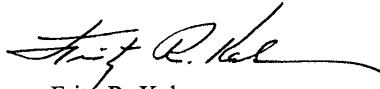
I hope you will agree; however, if you are of the view that more formal action is required, please treat this letter as Applicants' request for a supplemental decision approving the amendment, pursuant to 49 U.S.C. 14302 and 49 C.F.R. 1184.1, et seq. Ten copies of this letter are enclosed to permit your circulation of it.

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

Hon. Vernon A. Williams
January 28, 2004
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In the meantime, if you have any question concerning the amendment or if I otherwise can be of assistance, please let me know.

Sincerely yours,



Fritz R. Kahn

cc: Mr. Craig Lentzsch
Mr. Gregory Alexander

SECOND AMENDMENT
OF
SERVICE POOLING AGREEMENT

CUSA KBC, LLC, d/b/a Kerrville Bus Company, a wholly owned subsidiary of KBUS Holdings, LLC, purchaser of the assets and business operations of Kerrville Bus Company, Inc., approved by Decision of the Surface Transportation Board in Docket No, MC-F-21000, KBUS Holdings, LLC–Acquisition Of Assets And Business Operations–All West Coachlines, Inc. Et. Al., served July 23, 2003, is a Delaware limited liability company with its principal place of business at 1430 East Houston Street, San Antonio, Texas 78202-2791, and Greyhound Lines, Inc., a Delaware corporation with its principal place of business at 15110 N. Dallas Parkway, Dallas, Texas 75248, having entered into a Service Pooling Agreement on September 14, 1989, approved by Decision of the Interstate Commerce Commission in Docket No. MC-F-19569, Kerrville Tours, Inc.–Pooling–Greyhound Lines, Inc., served May 11, 1990, as amended by the First Amendment, dated August 28, 1995, and submitted to the Commission by letter, dated September 5, 1995, and intending that it should be further amended, subject to the approval of the Surface Transportation Board, agree:

- a. That the name CUSA KBC, LLC, d/b/a Kerrville Bus Company be, and it is hereby, substituted for the name Kerrville Bus Company, Inc., wherever it appears in the Service Pooling Agreement.
- b. That the second sentence of paragraph 3.2 of the Service Pooling Agreement be,

and it is hereby, amended to read, as follows: "The Agreement shall continue in force for twenty-one (21) years from the Effective Date unless terminated earlier in accordance with Paragraphs 3.3, 3.4 and 3.5 below."

c. That Paragraph 3.3 be, and it is hereby, amended to read, as follows: "It is the intention of the Parties that this Agreement shall be beneficial to each of them, and, if either of the Parties, in its individual and sole discretion, for any reason whatsoever, concludes that continued observance of the Agreement is no longer beneficial to it, that Party shall have the right to terminate the Agreement upon 60 days' written notice to the other Party."

d. That in all other respects the terms and conditions of the amended Service Pooling Agreement shall continue in effect.

IN WITNESS WHEREOF, the Parties have caused this Second Amendment to the Service Pooling Agreement to be executed by their duly authorized representatives by having them sign counterpart copies of it, effective this 26th day of January 2004.

CUSA KBC, LLC d/b/a
KERRVILLE BUS COMPANY

GREYHOUND LINES, INC.

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

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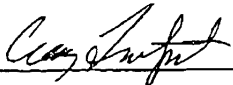
and it is hereby, amended to read, as follows: "The Agreement shall continue in force for twenty-one (21) years from the Effective Date unless terminated earlier in accordance with Paragraphs 3.3, 3.4 and 3.5 below."

c. That Paragraph 3.3 be, and it is hereby, amended to read, as follows: "It is the intention of the Parties that this Agreement shall be beneficial to each of them, and, if either of the Parties, in its individual and sole discretion, for any reason whatsoever, concludes that continued observance of the Agreement is no longer beneficial to it, that Party shall have the right to terminate the Agreement upon 60 days' written notice to the other Party."

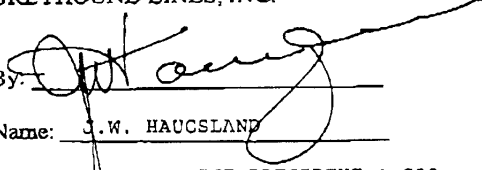
d. That in all other respects the terms and conditions of the amended Service Pooling Agreement shall continue in effect.

IN WITNESS WHEREOF, the Parties have caused this Second Amendment to the Service Pooling Agreement to be executed by their duly authorized representatives by having them sign counterpart copies of it, effective this 26th day of January 2004.

CUSA KBC, LLC d/b/a
KERRVILLE BUS COMPANY

By: Name: Craig LeutschTitle: Manager, CUSA KBC, LLCDate: 1/27/04

GREYHOUND LINES, INC.

By: Name: J.W. HAUGSLUNDTitle: EXECUTIVE VICE PRESIDENT & COODate: JANUARY 27, 2004

Approved on to form

By: 