

*Exemplar Form Bus Carrier License Agreement for South Station Bus Terminal Boston. Any final agreement is subject to completion of business terms, modifications consistent with the procurement and bidding materials, award, and other conforming changes.*

**SOUTH STATION BUS TERMINAL**

**BOSTON, MASSACHUSETTS**

**BUS CARRIER LICENSE AGREEMENT**

**OWNER: MASSACHUSETTS BAY TRANSPORTATION AUTHORITY**

**OPERATOR:** \_\_\_\_\_

**THIS LICENSE CREATES A LIMITED AND NON-EXCLUSIVE RIGHT TO USE AND OCCUPY THE LICENSED AREA AND THE BUS TERMINAL. THIS LICENSE IS SUBJECT TO TERMINATION FOR ALL OR A PORTION OF THE LICENSED AREA AT THE SOLE DISCRETION OF THE OWNER AS MORE PARTICULARLY SET FORTH BELOW.**

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This BUS CARRIER LICENSE AGREEMENT (this “License”) is made with an effective date of execution as of \_\_\_\_\_ 2025 (the “License” or the “Agreement”), by and between the MASSACHUSETTS BAY TRANSPORTATION AUTHORITY (hereinafter referred to as the “MBTA” or “Owner”), a body politic and corporate and a political subdivision of the Commonwealth of Massachusetts, created pursuant to Massachusetts General Laws Chapter 161A and having its usual place of business at Ten Park Plaza, Boston, Massachusetts 02116 and \_\_\_\_\_, a \_\_\_\_\_ (hereinafter referred to as the “Operator”), having its principal office at \_\_\_\_\_.

REFERENCE INFORMATION:

- A. MBTA is the owner of the bus terminal facilities known as the South Station Bus Terminal (hereinafter referred to as the “SSBT” or the “Bus Terminal”) which facilities are in the building located at 700 Atlantic Avenue, Boston, Massachusetts and which is described in Exhibit 1 attached hereto;
- B. Owner has engaged Avison Young-New England, LLC, with an address of Suite 408, South Station Bus Terminal, 700 Atlantic Avenue, Boston, MA 02111, Attn.: Bus Terminal Manager as its managing agent (the “Managing Agent”) to represent and advise Owner in the operation of the Bus Terminal; and
- C. Operator is in the business of providing passenger and/or commuter bus service throughout the Commonwealth of Massachusetts, New England and beyond; and desires to provide bus service from the Bus Terminal to various locations within and outside the Commonwealth.

NOW THEREFORE, in consideration of the mutual promises and terms contained herein, the parties do hereby agree as follows, and to hereby agree to amend and modify the Existing License accordingly:

Owner does hereby license to Operator, and Operator does hereby agree to use and occupy on the terms and conditions of this License, the Licensed Area hereinafter mentioned and described (hereinafter referred to as “Licensed Area”), upon and subject to the covenants, agreements, terms, provisions and conditions of this License for the term hereinafter stated:

1. BASIC LICENSE DATA / COMMENCEMENT PROVISIONS.

1.1 Attached Exhibit 1 includes the principle business terms and other basic data for this License.

1.2 Delivery of Licensed Area / Termination of Existing License:

1.2.1 Intent of Parties: The intent of the Parties is that the following provisions of this License will coordinate the initial occupancy of the Licensed Area in order to minimize any interruption in bus carrier operations from SSBT in a commercially reasonable manner.

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1.2.2 **Delivery Date:** Owner shall by written notice to Operator designate the date on which Owner shall deliver to Operator access to and possession of the Licensed Area for purposes of installing Operator's fixtures, equipment and signage (the "Delivery Date").

1.2.3 **Commencement Of Fee Obligations:** The effective date for the commencement of Operator's obligations to pay License Fees will be from and after the Commencement Date as defined in attached Exhibit 1. Managing Agent will coordinate the schedule, timing and plan for commencing operations at SSBT under this License at the direction of Owner acting in its sole discretion.

1.3 **Transitional Issues / Existing Premises:**

1.3.1 **Reasonable Cooperation:** Operator recognizes that the transition for Operator and all other bus carriers at SSBT to the new bus gates and ancillary facilities to be delivered at or around the time of the Delivery Date will require cooperation, flexibility, and coordination with the Managing Agent, and among all of the bus carriers. Operator agrees to expend all commercially reasonable effort in the pursuit of such cooperation, flexibility and coordination.

## 2. DESCRIPTION OF LICENSED AREA.

2.1 **Licensed Area.** The Licensed Area are those portions of the Bus Terminal as described in Exhibit 1 and substantially as shown cross-hatched and outlined on Exhibit 2 attached hereto and incorporated by reference herein made a part hereof.

2.2 **Appurtenant Rights.** Operator shall have, as appurtenant to the Licensed Area, rights to use in common, with others entitled thereto, subject to the Rules and Regulations set forth on Exhibit 3, which Rules and Regulations, as reasonably amended from time to time, shall govern all issues concerning the use of the Common Facilities, defined below (See Section 15.1(d) below regarding Rule and Regulations); (a) the common facilities of the Bus Terminal which are designed for the use of all tenants or occupants (common facilities and common walkways are hereafter referred to as "Common Facilities"), (b) common walkways necessary for access to the Bus Terminal, and (c) the Limited Common Facilities (as defined below).

2.3 **Construction and Expansion.** Operator is aware of the ongoing project for expansion of the Bus Terminal and high rise office building that is under construction above and adjacent to the Bus Terminal during the term of this License (the "High Rise Project"), and the potential for interference with and inconvenience in the use and occupancy of the Licensed Area from the construction of the High Rise Project. Owner agrees to use commercially reasonable efforts to mitigate the impact of the High Rise Project on the operations of the Bus Terminal. Operator hereby waives all claims, and agrees that there shall be no allowance to Operator for diminution of value of the right to use and occupy the Licensed Area and no liability on the part of Owner by reason of inconvenience, annoyance or injury to Operator arising from the construction of the High Rise Project. Without implied limitation of the foregoing waiver and release, Operator acknowledges that all or a portion of the existing roof top parking area at the

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Bus Terminal may be closed to provide a staging area for the construction of the High Rise Project and later incorporated as part of a consolidated parking garage for the High Rise Project.

### 3. TERM OF LICENSE.

3.1 Commencement Date. As used in this License the term “Commencement Date” shall be as defined in Exhibit 1.

3.2 Term. As used in this License “Term” shall mean a term of years commencing on the Commencement Date and ending on the Expiration Date as defined in Exhibit 1 unless sooner terminated as provided for herein (which date is herein referred to as the “Expiration Date”). The Term is comprised of an “Initial Term” as stated in Exhibit 1, and (if applicable) an “Extension Term” as stated in Exhibit 1, and subject to the conditions stated in Section 3.4 below.

#### 3.3 Owner’s Termination Option.

(a) Termination In Full. Owner at any time acting in its sole discretion may terminate the term of this License in its entirety and with respect to the entire Licensed Area by giving notice to Operator stating Owner’s election to terminate and designating the effective date of termination which shall be not less than sixty (60) days after the date of such notice of termination (the “Elected Termination Date”). The term of this License shall expire at midnight at the end of the Elected Termination Date and Operator shall vacate the Licensed Area as if such date were the scheduled Expiration Date.

(b) Partial Termination. Owner at any time acting in its sole discretion may partially terminate this License with respect to a portion of the Licensed Area by giving notice to Operator (the “Partial Termination Notice”) (i) stating Owner’s election to terminate, (ii) designating the effective date of termination which shall be not less than ninety (90) days after the date of such notice of termination (the “Partial Termination Date”), (iii) designating the portion of the Licensed Area that will be terminated (the “Terminated Portion”), (iv) designating the portion of the Licensed Area that will remain and providing a revised Exhibit 1 and Exhibit 2 for this License which states the applicable revised business terms. Not later than forty five (45) days after the date of the Partial Termination Notice (the “Response Deadline”), Operator shall notify Owner whether Operator elects either to: (i) accept the Partial Termination Notice, in which case, effective at midnight at the end of the Partial Termination Date, the Terminated Portion will be deemed removed from the Licensed Area, Operator shall vacate the Terminated Portion, and the revised Exhibit 1 provided with the Partial Termination Notice will become effective; or (ii) treat the Partial Termination Notice as a termination of this License in its entirety with respect to the entire Licenses Area, in which case, term of this License shall expire at midnight at the end of the Partial Termination Date and Operator shall vacate the Licensed Area as if such date were the scheduled Expiration Date. Failure of Operator to respond before the Response Deadline, shall be deemed an election by Operator to accept the Partial Termination Notice and to proceed under clause (i) above.

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OPERATOR ACKNOWLEDGES THAT OWNER ACTING IN ITS SOLE DISCRETION MAY TERMINATE THIS LICENSE AT ANY TIME FOR ALL OR A PORTION OF THE LICENSED AREA AND FOR ANY REASON OR FOR NO REASON PURSUANT TO THIS SECTION 3.3.	
	initials

3.4 Qualified Extension Option. Operator shall have a qualified option to be exercised at its election to extend the Term for an additional period of the Extension Term (as defined in Exhibit 1), subject to the following pre-conditions:

- (1) Any exercise by Operator of its qualified option to extend the Term is subject to the confirmation or rejection by Owner (to be given or withheld by Owner acting in its sole discretion). Owner shall respond in writing within sixty (60) days of receipt of Operator's timely notice of exercise of its qualified extension option to state whether owner confirms or rejects Operator's extension. In the event Owner rejects the extension, then the Term shall expire at the end of the Initial Term and the exercise by Operator of its qualified option shall be void. In the event Owner confirms the extension, then the Term shall be extended through the Extension Term (subject to the applicable conditions below.)
- (2) There are no current breaches or defaults by Operator which would give Owner its rights or remedies under Section 19 of this License,
- (3) Operator is occupying the entire Licensed Area, and has not otherwise assigned its interest in this License or sub-licensed the Licensed Area (other than as expressly permitted under this License, or with the prior written consent of Owner),
- (4) Operator provides Owner with a written notice of extension electing to exercise its option to extend this License for the entire Extension Term not sooner than twelve (12) months, and not later than nine (9) months prior to the expiration of the Initial Term, substantially in the form of Schedule One attached to this License Agreement.

Operator's qualified option to extend the Term is limited to a single option for the Extension Term. There are no further options to extend beyond the Extension Term and there are no rights to extend for less than all of the Licensed Area, or for less than the full Extension Term. All of the terms and conditions of this License shall apply through the Extension Term (with those special provisions applicable to the Extension Term as stated in Exhibit 1), except the License Fees shall be updated to the current rates determined by Owner. Within sixty (60) days after receipt by Owner of Operator's initial notice that Operator wishes to exercise its option for the Extension Term, Owner shall reply to Operator with Owner's determination of the License Fees as determined by Owner (acting in its sole discretion) for the Extension Term ("Owner's Rent Quote"). Operator shall have a period of thirty (30) days after the receipt of Owner's Rent Quote (the "Option Period") to notify Owner in writing that Operator either (i) rejects the Owner's Rent Quote and nullifies the pending exercise of Operator's option for the Extension Term, or (ii) accepts the Owner's Rent Quote, and the Operator's exercise of its option shall be final and binding and the Term of this License shall be deemed extended through the Extension Term with the License Fees as stated in Owner's Rent Quote, and without the need for a separate agreement of amendment.

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While the Option Period is pending:

(A) Upon request of Operator, Owner shall negotiate in good faith with Operator to reach a mutual agreement on terms and conditions for the applicable Extension Term. In no event shall Owner be compelled to agree to any terms or conditions for the applicable Extended Term not stated in Owner's Rent Quote, unless Owner has approved and accepted the same acting in its sole discretion; and

(B) Owner agrees not to publicly list the Licensed Area to be marketed for a new license to a new operator.

Operator's qualified option to extend for the Extension Term shall terminate and be null and void if: (i) Operator fails to fulfill any of the pre-conditions stated above, (ii) this License or Operator's right to possession of the Licensed Area, or right to operate its business at the Bus Terminal has been terminated or is under suspension, (iii) Operator fails to timely exercise its qualified option to extend (within the time limits stated above), or (iv) Owner determines, in its sole but reasonable discretion, that Operator's financial condition or creditworthiness has materially deteriorated since the date of this License.

#### 4. USE OF LICENSED AREA.

4.1 Required Use. Operator and its wholly owned subsidiaries are hereby authorized to use the Licensed Area in accordance with the terms hereof. Operator shall continuously during the term hereof occupy and use the Licensed Area only for the purpose of operating a bus service and related ticket, baggage and freight services to serve the travel needs of Operator's customers (which shall be done in accordance with all laws, rules, and regulations), and for no other use or purpose. Common Facilities shall be used only for the particular purpose for which they were designed.

4.2 Prohibited Uses. Notwithstanding any other provision of this License, Operator shall not use, or suffer or permit anything to be done in or anything to be brought into or kept in or about the Licensed Area or the Bus Terminal or any part thereof : (i) which would violate any of the covenants, agreements, terms, provisions and conditions of this License or otherwise applicable to or binding upon the Licensed Area; (ii) for any unlawful purposes or in any unlawful manner; or (iii) which, in the reasonable judgment of Owner shall in any way (a) impair the appearance or reputation of the Bus Terminal, or (b) impair, interfere with or otherwise diminish the quality of any of the Bus Terminal services or the proper and economic heating, cleaning, air conditioning or other servicing of the Bus Terminal or Licensed Area, or (c) impair or interfere with the use or occupancy of any of the other areas of the Bus Terminal, or (d) occasion discomfort, inconvenience or annoyance, or injury or damage to any occupants of the Licensed Area or other tenants or occupants of the Bus Terminal. Operator shall not install or use any electrical or other equipment of any kind which, in the reasonable judgment of Owner, might cause any such impairment, interference, discomfort, inconvenience or annoyance.

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4.3 Operator's Representations, Warranties and Agreements. Operator hereby warrants and represents to Owner and agrees as follows: (i) Operator has the full lawful right and authority to enter into this License, and (ii) Operator has the full and unrestricted lawful right and authority to open and operate its business in the Licensed Area.

4.4 Owner's Representation and Warranty. Owner hereby warrants and represents to Operator that it has the full lawful right and authority to enter into this License.

4.5 Labor. Operator agrees to conduct its labor relations and its relations with its employees in such manner as to attempt to avoid all strikes, picketing and boycotts of, on or about the Licensed Area or the Bus Terminal. Operator shall insure that its employees, contractors, and the like shall work in harmony with Owner's contractors, employees, and the like.

4.6 Limited Common Areas. Operator, in common with other tenants or occupant of the Bus Terminal and the Owner has a limited right to the use of the common conference rooms in the fourth floor office area of the Bus Terminal (the "Limited Common Areas"). The scheduling of use and the rules for use of the Limited Common Areas are subject at all times to the discretion of the Managing Agent. The Owner reserves all rights to temporarily or permanently close the use of the Limited Common Areas, or to convert the Limited Common Areas to leased space for the exclusive use of Owner or any other party.

4.7 Vendors, Suppliers and Contractors. Subject to the terms of this License, the Operator shall have the right to obtain supplies and/or services from suppliers, vendors and contractors of its own choice for its operations, provided that Owner reserves the right to license and regulate all entities doing business in the Bus Terminal for purposes of maintaining public safety and avoiding interference with transit operations. Parking and loading areas for vendors, suppliers and contractors shall be determined by Owner upon request of Operator and be subject to the reasonable determination of Owner with respect to availability. The time and method of deliveries to the Licensed Area, or pick up from the Licensed Area must be approved by Owner. Operator may not use escalators or elevators to move freight, heavy objects, construction supplies and/or concession supplies without the prior written consent of Owner.

## 5. BUS OPERATION AND DOCK SPACE.

The following provisions shall apply to the operation of buses within the bus terminal:

(a) For purposes of this License, (i) the term "Buses" shall mean any buses owned, operated, or hired by Operator and used by Operator in connection with its business, and (ii) the term "Bus Activity" shall mean the loading and unloading of passengers, baggage and express packages from Buses parked within the Operator's Dock Space and the use by the Buses of access and egress from and to the Operator's Dock Space on the ramps and lanes available for the use of buses within the Bus Terminal.

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(b) Operator shall not undertake any activity other than the Bus Activity on or near the Bus Terminal, including, without limitation, (i) the performance of any non-emergency maintenance services or repairs to any Bus at the Operator's Dock Space, including, without limitation, fueling or refueling of any Bus; (ii) the loading or unloading of any items except as may be permitted in accordance with the Rules and Regulations (which may be promulgated and/or amended, from time to time by Owner); (iii) the erecting or locating of any structures, signs, temporary or otherwise, at the Bus Terminal unless approved in writing in advance by Owner, which approval may be withheld in Owner's sole discretion, (iv) the playing of music or other sounds through loudspeakers or other amplifying devices; (v) any activity prohibited by the Rules and Regulations; or (vi) any other action which might, as determined by Owner in good faith (exercised so as to not be unreasonably unfair to Operator), interfere with the operation of the Bus Terminal.

(c) Operator hereby acknowledges and agrees that the use of Operator's Dock Space or any portion of the Bus Terminal pursuant to this License shall always be subject to the Rules and Regulations set forth on Exhibit 3, which Rules and Regulations, as amended from time to time, shall govern all issues concerning the use of the Licensed Area (See Section 15.1(b) below regarding Rules and Regulations).

(d) The Buses and all personal property of Operator kept in the Bus Terminal shall be at the sole risk of Operator. Owner and the Managing Agent shall not be liable for damages to or loss of the Buses or Operator's other personal property by any cause whatsoever, including, without limitation, any fire, snow, ice, explosion, flood, water, theft or vandalism. Owner or the Managing Agent shall also not be liable for damage or loss to the Buses or Operator's other personal property resulting from Owner having taken any action with respect thereto which Owner has the right to take under this License, unless such action shall constitute gross negligence or willful misconduct on the part of Owner or the Managing Agent.

(e) Operator shall not at any time permit the Buses to constitute a fire, explosion or other safety hazard. If, in Owner's sole reasonable judgment, (i) any of the Buses at any time creates an emergency safety hazard, or (ii) a condition arises which involves a material, reportable, or unsafe release of any petroleum based products, oil, or hazardous material, or (iii) the ability of other carriers to access their respective Licensed Area or unload/pick-up passengers is adversely affected, Operator shall immediately cure such hazard or condition in compliance with all applicable legal requirements and as otherwise required by Owner. If none of Operator's personnel shall be on or about the Buses or the Bus Terminal at the time Owner learns of any such emergency hazard or condition, Owner shall use reasonable efforts to contact Operator's contact person(s) for the Buses in question so designated on Operator's "Recall List," as hereinafter defined. If Operator fails to promptly remedy such emergency hazard or condition, then Owner shall have the right to remedy such emergency hazard or condition, as more particularly set forth in Section 19.4.



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(f) On or before the Commencement Date, Operator shall provide the Managing Agent with a "Recall List", consisting of the name and telephone number of an authorized emergency contact person to represent Operator. Operator shall give the Managing Agent three (3) days' advance written notice of any change to the Recall List.

(g) Operator shall operate the Buses with due care so as to avoid injury to any person and so as to avoid damage to other buses, property, the Operator's Dock Space, and the Bus Terminal.

(h) Operator at its sole cost and expense, may install one ticket scanning machine in an area adjacent to each bus dock as approved by Owner. Any ticket scanning machine and all electrical and data wiring needed to support the ticket scanning machines shall be installed by Operator at its sole cost and expense and under the supervision of Owner and otherwise Subject to compliance with Sections 9 and 10 below and other provisions of this License regarding construction and installations by Operator.

(i) Operator shall file a copy of an up-to-date bus schedule for its regular routes with the Managing Agent promptly upon execution hereof and shall give the Managing Agent advanced written notice of any change in such schedule. Operator shall provide Managing Agent with complete and timely information on Operator's schedule so that Managing Agent can utilize the passenger information display system in the Bus Terminal to post and maintain up-to-date information with respect to Operator's schedule for the departure and arrival of its Buses.

(j) In the event Operator receives any written complaint concerning its operations at the Bus Terminal, then Operator shall respond to such complaint in writing within five (5) days after receipt thereof and shall make a good faith effort to explain, resolve or rectify the cause of such complaint. Operator shall provide Owner with a copy of any such complaint along with Operator's response.

## 6. LICENSE FEES.

6.1 Bus Dock License Fee, Departure Fees and Other License Fees. Bus Dock License Fee, Departure Fees, and other license fees for use and occupancy of the Licensed Area payable by Operator hereunder (collectively, "License Fees") during the term of this License shall be computed as follows:

(a) Bus Dock License Fee: The annual fees for use and occupancy of the Operator's Dock Space (the "Annual Bus Dock License Fee") shall be as shown on Exhibit 1, which shall be payable monthly in advance (the "Monthly Bus Dock License Fee") as shown on Exhibit 1 commencing upon the Commencement Date and thereafter, Monthly Bus Dock License Fee shall be payable on the first day of each month.

(b) Departure Fee: On or before the first day of every month, Owner shall present to Operator an invoice with respect to the prior calendar month in an amount equal to the product of (x) the estimated number of Operator's bus departures from the

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Bus Terminal based upon the current public schedule as provided by Operator, multiplied by (y) the Standard Departure Fee (as defined in attached Exhibit 4). A “bus departure” shall be defined as any departure from Operator’s location at the Bus Terminal. Upon receipt of said invoice, Operator shall, if necessary, modify the estimated number of bus departures to reflect the actual number of bus departures, certify same in writing, (if Operator shall fail to respond within 10 days of the receipt of Owner’s statement for departure fees with either a correction or confirmation, then Owner may charge Operator an additional service fee of One Hundred Dollars (\$100.00) payable along with such departure fees). Operator shall remit payment of departure fee to Owner on or before the first day of the next month following the date such invoice is received by Operator (for example, the statement for March shall be delivered on or before April 1; Operator’s response is due within 10 days; and payments are due before May 1.) Operator shall, for a period of at least three (3) years, maintain accurate and detailed books and records covering the number of bus departures for the purpose of enabling Owner to verify same. Upon Owner’s request, Operator shall make available such books and records to Owner for inspection and audit, provided that Owner shall not audit Operator’s books and records any more often than one (1) time per month, and further provided that Owner shall have no right to inspect and audit Operator’s books and records for a particular time period after three (3) years have elapsed from the expiration or earlier termination of the license. If Owner’s audit reveals that Operator has understated the number of bus departures, Operator shall pay Owner upon demand for all amounts due pursuant to this Section 6.1(b). In the event such audit reveals an overstatement of the number of bus departures, Owner shall remit such overpayments to Operator within thirty (30) days of demand. In addition, if such audit reveals that Operator has understated the number of bus departures by more than 5% per annum, Operator shall pay the reasonable costs of such audit.

(c) Other License Fees: During the term of this License, the Annual License Fee for any additional Licensed Areas listed in Exhibit 1 and subject to this License, all as set forth in Exhibit 1, shall be payable by Operator to Owner by monthly payments, as stated in Exhibit 1, in advance, commencing upon the Commencement Date, and thereafter on the first day of each calendar month.

(d) License Fees Provisions: If, by reason of any provisions of this License, the License Fees reserved hereunder shall commence on any day other than the first day of a calendar month, or terminate on any day other than the last day of a calendar month, the License Fees for such calendar month shall be prorated. The License Fees shall be payable to Owner or, if Owner shall so direct in writing, to Managing Agent or other nominee, in lawful money of the United States at the time of payment, at the office of Owner or such place as Owner may designate, and the License Fees and other charges in all circumstances shall be payable without any set-off or deduction whatsoever. If Operator shall fail to pay any License Fees within ten (10) days from the date such License Fees shall first be due, Operator shall be obligated to pay a late payment charge equal to Two Hundred Fifty Dollars (\$250.00) to reimburse Owner for its additional administrative costs incurred as the result of such late payment. License Fees and any

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other sums due hereunder not paid within ten (10) days after the date due shall bear interest for each month or fraction thereof from the due date until paid computed at the annual rate of five (5) percentage points over the so-called prime rate then currently from time to time charged to its most favored corporate customers by the largest national bank (N.A.) located in Boston, Massachusetts, or at any applicable lesser maximum legally permissible rate for debts of this nature.

6.2 Miscellaneous. This License does not create the relationship of principal and agent or of partnership or of joint venture or of any association between Owner and Operator, the sole relationship between Owner and Operator being that of a property owner and a licensee under the terms and conditions of this License.

6.3 Taxes. Operator shall be solely responsible for the payment of any taxes, levies, betterments or assessments, fees or charges, which are applicable during the term hereof, which may be assessed against the Operator or the Owner in relation to the Licensed Area, the occupation or operating thereof, the revenue derived therefrom, or any personal property or fixtures located thereon (collectively referred to as "Taxes"). Operator shall pay all Taxes directly to the taxing authority before delinquency and before any fine, interest or penalty shall become due to be imposed by operation of law for their nonpayment. Operator may contest, in good faith for its own account and at its own expense, the validity or amount of any Taxes. Operator shall not permit a lien or encumbrance on the Premises by reason of failure to pay any of the Taxes.

## 7. OWNER'S EXPENSES FOR OPERATOR REQUESTS.

Operator shall, upon demand, reimburse Owner and Managing Agent for all reasonable expenses, including, without limitation, legal fees, incurred by Owner in connection with all requests by Operator for consents, approvals or execution of collateral documentation related to this License, including, without limitation, costs incurred by Owner in the review and approval of Operator's plans and specifications in connection with proposed alterations to be made by Operator to the Licensed Area, requests by Operator to sublet the Licensed Area or assign its interest in the License, the execution by Owner of estoppel certificates requested by Operator, and requests by Operator for Owner to execute waivers of Owner's interest in Operator's property in connection with third party financing by Operator. Such costs shall be deemed to be Additional License Fees hereunder.

## 8. CHANGES OR ALTERATIONS BY OWNER.

Owner reserves the right, exercisable by itself or its nominee, at any time and from time to time without the same constituting an actual or constructive eviction and without incurring any liability to Operator therefor or otherwise affecting Operator's obligations under this License, to make such changes, alterations, additions, improvements, repairs or replacements in or to the Bus Terminal (including the Licensed Area) and the fixtures and equipment thereof, as well as in or to the street entrances, halls, passages, elevators, escalators, and stairways thereof, and sidewalks, walkways and other areas adjacent thereto, as it may deem necessary or desirable, and to change the arrangement and/or location of entrances or passageways, doors and doorways, and

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corridors, elevators, stairs, toilets, or other public parts of the Bus Terminal, provided, however, that there be no unreasonable obstruction of the right of access to, or unreasonable interference with the use of, the Licensed Area by Operator. Nothing contained in this Section 8 shall be deemed to relieve Operator of any duty, obligation or liability of Operator with respect to making any repair, replacement or improvement or complying with any law, order or requirement of any governmental or other authority. Owner reserves the right to adopt and at any time and from time to time to change the name or address of the Bus Terminal. Neither this License nor any use by Operator shall give Operator any right or easement for the use of any door or any passage or any concourse connecting with any other building or to any sidewalks or other public convenience, and the use of such doors, passages and concourses and of such conveniences may be regulated or discontinued at any time and from time to time by Owner without notice to Operator and without affecting the obligation of Operator hereunder, or incurring any liability to Operator therefor, provided, however, that there be no unreasonable obstruction of the right of access to, or unreasonable interference with the use of the Licensed Area by Operator.

Notwithstanding anything to the contrary herein contained, Owner may utilize any common areas ("Common Areas") in or about the Bus Terminal or complex of which the Bus Terminal is a part ("Complex") for promotions, exhibits, food facilities and any other use which Owner, in its reasonable business judgment, deems appropriate for such common areas, including without limitation, erecting, installing, or removing improvements within the Common Areas and entering into, modifying and terminating easements and other agreements pertaining to the use and maintenance of any part of the Complex, provided that the same does not in Operator's reasonable business judgment unreasonably interfere with Operator's use and occupancy of the Licensed Area.

#### 9. FIXTURES, EQUIPMENT AND IMPROVEMENTS - REMOVAL BY OPERATOR.

All fixtures, equipment, improvements and appurtenances attached to or built into the Licensed Area prior to or during the term, whether by Owner at its expense or at the expense of Operator (either or both) or by Operator (collectively "Improvements") shall be and remain part of the Licensed Area and shall not be removed by Operator during or at the end of the term unless otherwise expressly provided in this License. All electric, telephone, telegraph, communication, radio, plumbing, heating and sprinkling systems, fixtures and outlets, vaults, paneling, molding, shelving, radiator enclosures, cork, rubber, linoleum and composition floors, ventilating, silencing, air conditioning and cooling equipment, shall be deemed to be included in such fixtures, equipment, improvements and appurtenances if attached to or built into the Licensed Area. Where not built into the Licensed Area, all removable electric fixtures, carpets, drinking or tap water facilities, furniture, trade fixtures, or business equipment purchased and owned by Operator shall not be deemed to be included in such Improvements and may be, and upon the request of Owner shall be, removed by Operator upon the condition that such removal shall not materially damage the Licensed Area or the Bus Terminal and that the cost of repairing any damage to the Licensed Area or the Bus Terminal arising from installation or such removal shall be paid by Operator and upon the further condition that Operator shall not be in default at the expiration or earlier termination of this License.

**10. ALTERATIONS AND IMPROVEMENTS BY OPERATOR.**

Operator shall make no alterations, decorations, signage installations, removals, additions or Improvements in or to the Licensed Area without Owner's prior written consent. No installations or work shall be undertaken or begun by Operator until: (i) Owner has approved written plans and specifications and a time schedule for such work; and (ii) Operator has made provision for either written waivers of liens from all contractors, laborers and suppliers of materials for such installations or work, the filing of lien bonds on behalf of such contractors, laborers and suppliers, or other appropriate protective measures approved by Owner. No material amendments or additions to such plans and specifications shall be made without the prior written consent of Owner. Owner may withhold its consent and approval under this Section 10 in Owner's sole discretion. Owner's approval is solely given for the benefit of Owner and neither Operator nor any third party shall have the right to rely upon Owner's approval of Operator's plans for any purpose whatsoever.

**11. OPERATOR'S CONTRACTORS - MECHANICS' AND OTHER LIENS -  
STANDARD OF OPERATOR'S PERFORMANCE - COMPLIANCE WITH LAWS.**

Operator will strictly observe the following covenants and agreements:

(a) Operator agrees that it will not, either directly or indirectly, knowingly use any contractors and/or materials if their use will create any difficulty, whether in the nature of a labor dispute or otherwise ("Labor Dispute"), with other contractors and/or labor engaged by Operator or Owner or others in the construction, maintenance and/or operation of the Bus Terminal or any part thereof. If any action or inaction on the part of any Operator, or its contractors causes a Labor Dispute, Operator shall have any pickets removed and, if deemed necessary by Owner, terminate at any time any construction work being performed in the Licensed Area giving rise to such Labor Dispute, until such time as Owner shall have given its written consent for the resumption of such work (which consent shall not be unreasonably withheld), and Operator shall have no claim for damages of any nature against Owner in connection therewith, nor shall the date of the commencement of the term be extended as a result thereof.

(b) In no event shall any material or equipment be incorporated in or added to the Licensed Area, so as to become a fixture or otherwise a part of the Bus Terminal, in connection with any such alteration, decoration, installation, addition or Improvement which is subject to any lien, charge, mortgage or other encumbrance of any kind whatsoever or is subject to any security interest or any form of title retention agreement. Any mechanic's lien or notice of contract filed against the Licensed Area or the Bus Terminal for work claimed to have been done for, or materials claimed to have been furnished to, Operator shall be discharged by Operator within ten (10) business days thereafter, at Operator's expense, by filing the bond required by law or otherwise. If Operator fails so to discharge any such lien, Owner may do so at Operator's expense and Operator shall reimburse Owner for any reasonable expense or cost incurred by Owner in so doing within fifteen (15) days after rendition of a bill therefor.

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(c) All installations or work done by Operator shall be at its own expense and shall at all times comply with (i) laws, rules, orders and regulations of governmental authorities having jurisdiction thereof, (ii) orders, rules and regulations of any Board of Fire Underwriters, or any other body hereafter constituted exercising similar functions, and governing insurance rating bureaus; (iii) this License and the Rules and Regulations of Owner; and (iv) plans and specifications approved by Owner, pursuant to Section 10.

(d) Operator shall procure all necessary permits before undertaking any work in the Licensed Area; do all of such work in a good and workmanlike manner, employing materials of good quality and complying with all governmental requirements; and defend, save harmless, exonerate and indemnify Owner and Managing Agent from all injury, loss or damage to any person or property occasioned by or growing out of such work. Operator shall cause all contractors employed by Operator to carry Worker's Compensation Insurance in accordance with statutory requirements, Automobile Liability Insurance and Commercial General Liability Insurance (which General Liability Insurance shall name Owner and Managing Agent as additional insured parties), covering such contractors on or about the Licensed Area or the Bus Terminal in the amounts stated in Section 13 hereof or in such other reasonable amounts as Owner shall require and to submit certificates evidencing such coverage to Owner prior to the commencement of such work.

(e) Timing and coordination of all work performed by Operator's contractors and access to the Licensed Area by Operator's contractors during the performance of any work performed in the Licensed Area shall be subject to Owner's prior written approval, which approval shall not be unreasonably withheld or delayed.

(f) Notwithstanding anything to the contrary contained herein, Operator shall not make any penetration of any shear wall or floor slab in connection with any alteration, decoration, installation, addition or improvement to the Licensed Area.

## 12. MAINTENANCE OF LICENSED AREA AND REPAIRS.

12.1 Maintenance of Licensed Area. Owner or Managing Agent shall (a) repair the Common Facilities so as to reasonably maintain them in good repair, (b) maintain and clean or arrange for the maintenance and cleaning of the Operator's Dock Space and the Common Facilities, and (c) provide utilities for Operator's Dock Space, the Licensed Area and the Common Facilities (utilities include electricity for lights and plugs, heating ventilation and air conditioning, water and sewer service – utilities exclude any telecommunications services or equipment, and any special utility requirements for any bus carrier not typical for the Bus Terminal). All costs and expenses for typical maintenance, cleaning and utilities incurred by Owner in performing its obligations under this Section 12.1 shall be included in Bus Dock License Fee, except that notwithstanding anything contained herein, Operator shall, as an additional charge hereunder and within fifteen (15) days after request by Owner, reimburse Owner directly for all costs and expenses incurred by Owner in connection with the maintenance or repair of the Operator's Dock Space or the Common Facilities necessitated by, in whole or in part, Operator's act, omission, negligence or misconduct or that of Operator's employees, agents,

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contractors, servants, invitees or sub-licensees. Owner shall have no obligation to provide Operator with any special utility requirements not typical for the Bus Terminal. In the event that Operator shall request Owner to provide Operator with any special utility requirements not typical for the Bus Terminal, then Owner may accept, reject or impose conditions on such request in Owner's sole discretion (conditions may include the payment by Operator of reasonable expenses for installation of additional utility equipment or utility fees (either as metered or according to reasonable estimates of use.))

**12.2 Repairs by Operator.** Subject to Owner's obligations set forth in Section 12.1, Operator shall keep all and singular the Licensed Area neat and clean and in such repair, order and condition as the same are in on the Commencement Date or may be put in during the term hereof, reasonable use and wearing thereof and damage by fire or by other casualty excepted. Operator shall make, as and when needed as a result of misuse by, or neglect or improper conduct of, Operator or Operator's employees, agents, contractors, servants, invitees or sub-licensees or otherwise caused by Operator, all repairs in and about the Licensed Area necessary to preserve them in such repair, order and condition, which repairs shall be in quality and class equal to the original work. Subject to Section 19.4, Owner may elect, at the expense of Operator, to make any such repairs or to repair any damage to the Bus Terminal or the Licensed Area caused by moving property of Operator in or out of the Bus Terminal, or by installation or removal of furniture or other property, or by misuse by, or neglect, or improper conduct of, Operator or Operator's employees, agents, contractors, servants, invitees or sub-licensees, or by Operator's default hereunder.

**12.3 Floor Load - Heavy Machinery.** Operator shall not place a load upon any floor of the Licensed Area exceeding the floor load per square foot of area which such floor was designed to carry and which is allowed by law (Operator has been provided with floor load specifications for the Bus Terminal simultaneously with the execution hereof). Owner reserves the right to prescribe the weight and position of all machines and mechanical equipment, including safes, which shall be placed so as to distribute the weight. Machines and mechanical equipment shall be placed and maintained by Operator at Operator's expense in settings sufficient in Owner's judgment to absorb and prevent vibration, noise and annoyance. Operator shall not move any safe, heavy machinery, heavy equipment, heavy freight, bulky matter, or heavy fixtures into or out of the Bus Terminal without Owner's prior written consent, which consent shall not be unreasonably withheld or delayed as long as same does not threaten or adversely affect the structure of the Building or the operation of any tenant or occupant in the Bus Terminal. If such safe, machinery, equipment, freight, bulky matter or fixtures requires special handling, Operator agrees to employ only persons holding a Master Rigger's license to do said work, and that all work in connection therewith shall comply with applicable laws and regulations. Any such moving shall be at the sole risk and hazard of Operator and Operator will defend, indemnify and save Owner harmless against and from any liability, loss, injury, claim or suit resulting directly or indirectly from such moving. Proper placement of all such machines, etc., in the Licensed Area shall be Operator's responsibility.

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13. INSURANCE, INDEMNIFICATION, EXONERATION AND EXCULPATION.

13.1 Operator's Insurance. Operator shall maintain, at its own expense, insurance in accordance with the following requirements:

(a) General Requirements: Upon execution of this License, and prior to entry hereunder, Operator shall provide Owner with an original certificate or certificates of insurance, and shall, during the term hereof, renew and replace any expired certificate, policy or binder, evidencing the insurance by companies that are licensed to transact insurance business in the Commonwealth of Massachusetts and having a Best's rating of A- or better, and in which Owner, and Managing Agent, are named additional insureds as their interests may appear, and according to the indemnification provisions contained herein, and which provides minimum insurance coverage as follows:

(i) Commercial General Liability Insurance with limits not less than Two Million Dollars (\$2,000,000) per occurrence for personal injury, bodily injury, death or property damage and not less than Five Million Dollars (\$5,000,000) in the aggregate.

(ii) Automobile Liability Insurance. A policy issued to and covering the liability of the Operator and any of the Operator's contractors or subcontractors arising out of the use of all owned, non-owned, hired, rented, or leased vehicles, and which are not covered under Operator's, or any of the Operator's contractor's or subcontractor's Commercial General Liability Insurance. Coverage under this policy shall have limits of liability of not less than Five Million Dollars (\$5,000,000) per occurrence, combined single limit, for bodily injury, and property damage.

(iii) Umbrella Liability Coverage with limits of not less than Five Million Dollars (\$5,000,000) in the aggregate.

(iv) Worker's Compensation Insurance for Operator's employees in accordance with Massachusetts General Laws, Chapter 152, as amended, and in any event not less than One Million Dollars (\$1,000,000) per occurrence.

(v) [See Section 16.1 below for required insurance for Operator's property.]

(vi) Such other insurance, in such amounts, and against such other insurable hazards which are commonly obtained for bus terminals and bus operations, as reasonably required by Owner or Managing Agent.

(b) Policy Requirements: All insurance policies shall be written on an occurrence basis. With respect to any coverages for which an occurrence basis policy is not available, Operator shall provide a claims made policy, applicable renewals must



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have a retroactive date equal to the Commencement Date as well as maintain the applicable coverage for two (2) years after the expiration or earlier termination of the License, any extension thereof, any subsequent license agreements, or any continued occupancy by Operator in the Bus Terminal. All insurance policies shall be primary and non-contributory to any insurance or self-insurance maintained by Owner.

(c) Continuation of Coverage: Each such insurance policy shall be effective during the entire term of this License. All insurance policies shall include an agreement by the insurer that it will not cancel such policy except after thirty (30) days prior written notice has been given to Owner and Managing Agent, and that any loss payable thereunder shall be payable notwithstanding any act of the Owner or Managing Agent which might, absent such agreement, result in a forfeiture of all or part of such insurance payment.

(d) Certificates of Operator's Insurance: Operator's insurance required under this Section 13.1 shall be effected with insurers approved by Owner, authorized to do business in Massachusetts under valid and enforceable policies. Any such policy may be a so-called blanket policy covering additional locations but must contain the "Per Location Aggregate" endorsement. Such insurance shall provide that it shall not be canceled or modified without at least thirty (30) days' prior written notice to each insured named therein. On or before the time Operator and/or its contractors enter the Licensed Area in accordance with Sections 8, 9, or 10 of this License and thereafter not less than fifteen (15) days prior to the expiration date of each expiring policy, certificates of such policies setting forth in full the provisions thereof and issued by such insurers together with evidence satisfactory to Owner of the payment of all premiums for such policies, shall be delivered by Operator to Owner and certificates as aforesaid of such policies shall upon request of Owner, be delivered by Operator to the holder of any mortgage affecting the Licensed Area.

13.2 Indemnification. Operator shall indemnify and save Owner and Managing Agent harmless from and against any and all liabilities, losses, damages, costs, expenses (including reasonable attorneys' expenses and fees), causes of actions, suits, claims, demands or judgments of every nature whatsoever that may be imposed upon or incurred by or asserted against Owner or Managing Agent by reason of any of the following occurrences during the term of this License:

(a) On account of any accident, injury to, or death of any person or any damage or loss to property occurring on the Bus Terminal property, the access routes and appurtenances thereto or any part thereof arising out of or attributable to the exercise by the Operator or anyone claiming by, through, or under Operator of any right or privilege hereby granted or in connection with a default by Operator or Operator's employees, agents, contractors, servants, invitees or sub-licensees hereunder, or otherwise caused by Operator, or the Buses, or equipment used by Operator for the embarkation and disembarkation of passengers to and from the Buses operated by Operator at the Operator's Dock Space, including, without limitation, any act or omission of Operator, or any employees, agents, contractors, servants, invitees or sub-licensees, or any and all

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other persons or corporations dealing with Operator in any way in the occupancy and use of any portion of the Bus Terminal and the Licensed Area except such conditions as may be caused by the gross negligence or willful misconduct of Owner, the Managing Agent or any of their, agents, servants, employees, contractors and subcontractors (it being agreed that the provisions of this Section 13.2(a) shall not be deemed to include any claims, actions or damages arising out of the design and/or construction of the Bus Terminal which shall have been effected by or on behalf of Owner); or

(b) On account of or based upon (including monies due on account of) any work or thing whatsoever done (other than by Owner or its contractors, or agents or employees of either) for the benefit or request of Operator on the Licensed Area during the term of this License and during the period of time, if any, prior to the Commencement Date that Operator may have been given access to the Licensed Area.

Operator's obligations under this Section 13.2 shall be insured either under the Commercial General Liability Insurance required under Section 13.1, above, or by a contractual insurance rider or other coverage; and certificates of insurance in respect thereof shall be provided by Operator to Owner upon request. The parties intend that any waiver or release of liability or indemnity, or the like, given by Operator in this License shall be enforceable to the full extent allowed by applicable law.

13.3 Property of Operator. In addition to and not in limitation of the foregoing, Operator covenants and agrees that, to the maximum extent permitted by law, all merchandise, furniture, fixtures and property of every kind, nature and description related or arising out of Operator's use and occupancy under this License, which may be in or upon the Licensed Area, or the Bus Terminal property, shall be at the sole risk and hazard of Operator, and that if the whole or any part thereof shall be damaged, destroyed, stolen or removed from any cause or reason whatsoever no part of said damage or loss shall be charged to, or borne by, Owner unless caused by gross negligence or willful misconduct of Owner, the Managing Agent or any of their, agents, servants, employees, contractors and subcontractors .

13.4 Bursting of Pipes, etc. Except for damage resulting from its gross negligence or willful misconduct, Owner shall not be liable for any damage to property resulting from fire, explosion, falling plaster, steam, gas, electricity, electrical or electronic emanations or disturbance, water, rain or snow or leaks from any part of the Bus Terminal or from the pipes, appliances, equipment or plumbing works or from the roof, street or sub-surface or from any other place or caused by dampness, vandalism, malicious mischief or by any other cause of whatever nature; nor shall Owner or its agents be liable for any damage caused by other tenants, occupants or persons in the Bus Terminal or caused by operations in construction of any private, public, or quasi-public work.

13.5 Repairs and Alterations-No Diminution of License Fees Value. There shall be no allowance to Operator for diminution of value of the right to use and occupy the Licensed Area and no liability on the part of Owner by reason of inconvenience, annoyance or injury to Operator arising from any repairs, alterations, additions, replacements or improvements or any related work, made by Owner, Operator or others in or to any portion of the Bus Terminal or any

property adjoining the Bus Terminal, or in or to fixtures, appurtenances, or equipment thereof, or for failure of Owner or others to make any repairs, alterations, additions or improvements in or to any portion of the Bus Terminal, or of the Licensed Area, or in or to the fixtures, appurtenances or equipment thereof.

14. ASSIGNMENT, MORTGAGING AND SUBLICENSING.

(a) Operator covenants and agrees that neither this License nor the term and estate hereby granted, nor any interest herein or therein, will be assigned, mortgaged, pledged, subleased, sub-licensed, encumbered or otherwise transferred voluntarily, by operation of law or otherwise (such transfers are referred to collectively as “License Transfers”), without the prior written consent of Owner, which may be withheld in Owner’s sole and absolute discretion. Operator acknowledges that due to the unique nature of the Bus Terminal as part of a major regional inter-modal transportation facility, the Owner has the need for absolute control of the use and occupancy of the Bus Terminal facility by multiple carriers including Operator and its competitors. The definition of restricted License Transfers should be interpreted broadly to give the Owner the highest degree of control over the identity of the holder of the Operator’s interest under this License and the identity of those entities or individuals who use and occupy the Licensed Area and appurtenances under this License. Without implied limitation of the foregoing, restricted License Transfers shall include (i) acquisitions of the Operator or interests in the Operator by merger, sale of stock or sale of assets, (ii) written or unwritten sub-license agreements that allow use or occupancy of the Licensed Area by any carrier other than Operator, or (iii) any contractual arrangement for the provisions of bus services at the Bus Terminal which has the effect of giving a third party substantial control over all or a portion of the operations of Operator at the Bus Terminal regardless of whether such third party will have a physical presence in the Bus Terminal.

(b) Temporary Usage of Operator’s Dock Space: Notwithstanding the foregoing, Operator may, with Owner’s prior written consent, allow another carrier to temporarily utilize Operator’s Dock Space for up to three (3) consecutive days, in the following circumstances (i) as an accommodation to a carrier that is an existing operator with its own license agreement at the Bus Terminal (in such case the existing operator that is making use of Operator’s Dock Space shall be responsible for payment of its own departure fees), or (ii) in case Operator has subcontracted with a carrier that is not an existing operator with its own license agreement at the Bus Terminal (a “Non-Licensee Carrier”) to carry Operator’s passengers due to peak demand or other similar circumstances (in such case Operator shall be responsible for payment of Departure Fees for any trips made by a Non-Licensee Carrier, and Operator shall be fully responsible for the conduct of any Non-Licensee Carrier as an agent of Operator under the terms of this License). Any such utilization exceeding three (3) consecutive days shall require Owner’s consent as set forth below. In no event shall Operator be allowed to enter into an agreement, whether written or oral, with a Non-Licensee Carrier that would allow the Non-Licensee Carrier to pick up or discharge its own passengers in the Bus Terminal or to use the Bus Terminal for parking of its buses not directly related to a permitted use of the Bus Terminal by such Non-Licensee Carrier.

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(c) If this License be assigned, or if the Licensed Area or any part thereof be sublet or occupied by anybody other than Operator or any subsidiary bus company of Operator, Owner may collect License Fees and other charges from the assignee, subtenant or occupant, but no such assignment or sublicensing shall be deemed a waiver of this covenant, or the acceptance of the assignee, subtenant or occupant, or a release of Operator from the performance by Operator of any covenants set forth herein. Any consent by Owner to a particular assignment or sublicensing shall not in any way diminish the prohibition stated in the first sentence of this Section 14, or the continuing liability of the Operator named on Exhibit 1 as the party Operator under this License.

(d) With the prior written approval of Owner, to be given or withheld in the sole discretion of Owner, Operator may request approval to engage, on a long term basis, one or more Non-Licensee Carrier[s], who will provide service to operate bus trips to or from SSBT on Operator's schedule (in such case Operator shall be responsible for payment of Departure Fees for any trips made by a Non-Licensee Carrier, and Operator shall be fully responsible for the conduct of any Non-Licensee Carrier under the terms of this License). Each application for approval of the engagement by Operator of any Non-Licensee Carrier shall be submitted to Owner in the form of and with the enclosures provided in attached Exhibit 5. With respect to any approved application, Owner, Operator, and the Non-Licensee Carrier who has been approved shall enter into an agreement concerning the scope of activities permitted at SSBT and other terms on Owner's standard form.

## 15. MISCELLANEOUS COVENANTS.

### 15.1 Applicable Transportation Industry Laws and Regulations

(a) Operator covenants and agrees that, initially and then during the entire term hereof, it shall operate in a safe manner and comply with all federal, state and local laws, rules and regulations applicable to Operator and its operations at the Bus Terminal (the "Regulatory Standards"), including, as applicable and without implied limitation: (i) maintenance of a "Satisfactory" safety rating as established by the United States Department of Transportation ("USDOT"), (ii) compliance with the rules and regulations of the USDOT, including, but not limited to, standards established for qualifications, duties and hours of service of drivers, the standards for vehicles, parts, accessories, and the maintenance of records, (iii) compliance with the Americans with Disabilities Act of 1990, including, but not limited to, all applicable rules and regulations governing over the road coach operators, (iv) compliance with safety, service and insurance regulations of Federal Motor Carrier Safety Administration, including, but not limited to, a documented safety program for driver hiring and training, and drug and alcohol testing programs, (v) compliance with all applicable rules and regulations of OSHA including, but not limited to, hazardous material and waste disposal, (vi) compliance with vehicle noise and emission standards as prescribed by the United States Environmental Protection Agency, including any regulations promulgated by USDOT governing same, (vii) compliance with all licensing, inspection and safety requirements imposed by the Massachusetts Department of Public Utilities, Transportation Oversight Division, and (viii) compliance with all applicable federal and state tax and labor laws.

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OPERATOR CONFIRMS AND CERTIFIES FOR THE BENEFIT OF OWNER THAT OPERATOR IS FAMILIAR AND IN COMPLIANCE WITH THE REGULATORY STANDARDS AND THAT OPERATOR HAS SOLE RESPONSIBILITY FOR ONGOING COMPLIANCE WITH THE REGULATORY STANDARDS DURING THE TERM OF THIS LICENSE.	
	initials

(b) **Suspension:** In the event Operator violates or breaches any Regulatory Standard or otherwise defaults or breaches its obligations under this License with the result of a material risk to the safety and security of the Bus Terminal, occupants of the Bus Terminal, or operations within the Bus Terminal; then Owner may suspend Operator's operations in the Bus Terminal by written notice with immediate effect and to continue until the resolution of such safety or security issues. Owner's right to suspend Operator's operations in the Bus Terminal may be exercised either as a full suspension of all operations, or as a partial suspension applicable only to specified vehicles, personnel or routes of Operator (as Owner shall determine in its reasonable discretion).

(c) **Fees During Suspension:** In the event of any suspension of Operator's operations within the Bus Terminal due to violation or breach of any Regulatory Standard, or any other default or breach by Operator under this License, Operator shall continue to pay in full all License Fees (including, without implied limitation, Departure Fees based on Operator's most recent schedule of departures) during the period of suspension.

(d) **Rules and Regulations:**

(i) **Operator's Obligations.** Operator will faithfully observe and comply with the Rules and Regulations attached hereto as Exhibit 3 and such other and further reasonable Rules and Regulations as Owner or Managing Agent hereafter at any time or from time to time may make and may timely communicate in writing to all bus carriers or other occupants of the Bus Terminal, which in the reasonable judgment of Owner shall be necessary for the operation, maintenance, reputation, safety, care or appearance of the Bus Terminal, provided that nothing contained in this License shall be construed to impose upon Owner any duty or obligation to enforce the Regulatory Standards or any Rules and Regulations against any other bus carrier or other occupant of the Bus Terminal, and Owner shall not be liable to Operator for violation of the same by any other bus carrier or other occupant of the Bus Terminal, or its servants, employees, agents, contractors, visitors, invitees or sub-licensees.

(ii) **Owner's Enforcement:** Owner will use reasonable efforts to enforce the Operator's compliance with the Rules and Regulations on a nondiscriminatory basis with respect to all other bus carriers or other occupants of the Bus Terminal. Any further Rules and Regulations promulgated hereafter will be sent to Operator, at least ten (10) days prior to becoming effective, for Operator's review and comment. Although Owner

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shall consider such comments of Operator, such comments shall not be binding upon Owner.

15.2 Access to Licensed Area-Showing. Operator shall: (i) permit Owner to erect, use and maintain pipes, ducts and conduits in and through the Licensed Area, provided the same do not materially reduce the floor area or materially adversely affect the appearance thereof; (ii) upon timely prior written notice (except that no notice shall be required in emergency situations), permit Owner, Managing Agent, and their agents and representatives, to have free and unrestricted access to and to enter upon the Licensed Area at all reasonable hours for the purposes of inspection or of making repairs, replacements or improvements in or to the Licensed Area or the Bus Terminal or equipment (including, without limitation, sanitary, electrical, heating, air conditioning or other systems) or of complying with all laws, orders and requirements of governmental or other authority or of exercising any right reserved to Owner by this License (including the right during the progress of any such repairs, replacements or improvements or while performing work and furnishing materials in connection with compliance with any such laws, orders or requirements to take upon or through, or to keep and store within, the Licensed Area all necessary materials, tools and equipment); and (iii) permit Owner, at reasonable times, to show the Licensed Area during ordinary business hours to any prospective mortgagee, ground lessor, lessee, purchaser, or assignee. If Operator shall not be personally present to open and permit an entry into the Licensed Area at any time when for any reason an entry therein shall be necessary or permissible, Owner or Managing Agent may enter the same by a master key, without rendering Owner or Managing Agent liable therefor (if during an entry Owner or Managing Agent shall accord reasonable care to Operator's property), and without in any manner affecting the obligations and covenants of this License. Provided that Owner shall incur no additional expense thereby, Owner shall exercise its rights of access to the Licensed Area permitted under any of the terms and provisions of this License in such manner as to minimize to the extent practicable interference with Operator's use and occupation of the Licensed Area.

15.3 Defective Conditions.

(a) Accidents to Sanitary and other System: Operator shall give to Owner prompt notice of any fire or accident in the Licensed Area or in the Bus Terminal and of any damage to, or defective condition in, any part or appurtenance of the Bus Terminal including, without limitation, sanitary, electrical, heating and air conditioning or other systems located in, or passing through, the Licensed Area. Except as otherwise provided herein, such damage or defective condition shall be remedied by Owner with reasonable diligence, but if such damage or defective condition was caused by Operator or by the employees, contractors or invitees or sub-licensees of Operator, then the cost to remedy the same shall be paid by Operator.

(b) Constructive Eviction: Operator shall not be entitled to claim any eviction from the Licensed Area or any damages arising from any damage or defect referenced in Section 15.3(a) above unless the same (i) shall have been occasioned by the gross negligence or willful misconduct of the Owner, its agents, servants or employees, (ii) shall not, after notice to Owner of the condition, have been cured or corrected within a

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reasonable time after such notice has been received by Owner; and (iii) such damage or defective condition shall have rendered the Licensed Area unfit for use and occupancy by Operator as intended under this License.

(c) No Offset or Termination; Independent Covenants: License Fees and other charges under this License shall be paid without notice or demand, and without setoff, counterclaim, defense, abatement, suspension, deferment, reduction or deduction, except as expressly provided herein to the contrary. Operator hereby acknowledges and agrees that the obligations of Operator hereunder shall be separate and independent covenants and agreements, that License Fees shall continue to be payable in all events and that the obligations of Operator hereunder shall continue unaffected, unless the requirement to pay or perform the same shall have been terminated or abated pursuant to an express provision of this License. Accordingly, Operator hereby knowingly and voluntarily waives all rights it may have at law or in equity (i) to any abatement, suspension, deferment, reduction or deduction of or from License Fees, and (ii) to quit, terminate or surrender this License or the Licensed Area or any part thereof, for any reason whatsoever, including the breach by Owner of any covenant hereunder, except as expressly provided herein. Owner and Operator each acknowledge and agree that the independent nature of the obligations of Operator hereunder represents fair, reasonable, and accepted commercial practice with respect to the type of property subject to this License, that this License is the product of free and informed negotiation during which both Owner and Operator were represented by counsel skilled in negotiating and drafting commercial license agreements in Massachusetts, and that the foregoing acknowledgments, agreements, waivers, and representations by Operator are material inducements to Owner entering into this License.

15.4 Signs. Operator shall not place or authorize the placing of any signs, awnings, aerials, or the like on or visible from any part of the interior or exterior of the Licensed Area (or elsewhere in the Bus Terminal) except for signage approved by Owner in writing.

15.5 Estoppel Certificate. Operator shall within twenty (20) days of Owner's request therefor, execute, acknowledge and deliver to Owner a statement in writing certifying that this License is unmodified and in full force and effect (or if there have been modifications, that the same is in full force and effect as modified and stating the modifications), the dates to which the License Fees and other charges hereunder have been paid in advance and any other factual information reasonably requested by Owner.

15.6 Prohibited Materials and Property. Operator shall not bring or permit to be brought or kept in or on the Licensed Area or elsewhere in the Bus Terminal (i) any inflammable, combustible or explosive fluid, material, chemical or substance, including, without limitation, any hazardous substances as defined under Massachusetts General Laws Chapters 21E and 21C, the Federal Comprehensive Environmental Response Compensation and Liability Act (CERCLA), 42 USC § 9601 et seq., as amended, Section 3001 of the Federal Resource Conservation and Recovery Act of 1976, as amended, or under any regulation of any governmental authority regulating environmental or health matters (except for any supplies necessary for the conduct of Operator's business which are stored in proper containers and

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otherwise in compliance with all applicable laws, including fuel, antifreeze, oil and other similar products used in connection with Operator's Buses), or (ii) any material (including, without limitation, materials selected by Operator for the construction or other preparation of the Licensed Area and furniture and carpeting) which pose any danger to life, safety or health or may cause damage, injury or death.

15.7 Requirements of Law - Fines and Penalties. Operator at its sole expense shall comply with all laws, rules, orders and regulations, including, without limitation, all energy-related requirements, of Federal, State, County and Municipal Authorities and with any direction of any public officer or officers, pursuant to law, which shall impose any duty upon Owner or Operator with respect to or arising out of Operator's use or occupancy of the Licensed Area or the use or occupancy of the Licensed Area by anyone claiming by, through or under Operator. Nothing contained herein shall require Operator to make structural repairs or alterations to the Licensed Area or Bus Terminal unless Operator has by its manner of use of the Licensed Area, Bus Terminal, or improvements made thereto, or method of operation therein, violated any such laws, ordinances, orders, rules, regulations, or requirements with respect thereto. In addition, Operator shall have no liability for any violation of environmental laws, ordinances, orders, rules or regulations which (1) existed prior to the date Operator commenced occupancy in the Bus Terminal, and (2) which were not caused by Operator, or Operator's employees, agents, contractors, servants, invitees or sub-licensees. Operator shall reimburse and compensate Owner for all expenditures made by, or damages or fines sustained or incurred by, Owner due to nonperformance or noncompliance with or breach or failure to observe any item, covenant, or condition of this License upon Operator's part to be kept, observed, performed or complied with. If Operator receives notice of any violation of law, ordinance, order or regulation applicable to the Licensed Area, it shall give prompt notice thereof to Owner.

15.8 Operator's Acts - Effect on Insurance. Operator shall not do or permit to be done any act or thing upon the Licensed Area or elsewhere in the Bus Terminal which will invalidate or be in conflict with any insurance policies covering the Bus Terminal and the fixtures and property therein, and shall not do, or permit to be done, any act or thing upon the Licensed Area which shall subject Owner to any liability or responsibility for injury to any person or persons or to property by reason of any business or operation being carried on upon the Licensed Area or for any other reason. Operator, at its own expense, shall comply with all rules, orders, regulations and requirements of the Board of Fire Underwriters, or any other similar body having jurisdiction, and shall not (i) do, or permit anything to be done, in or upon the Licensed Area, or bring or keep anything therein, except as now or hereafter permitted by the Fire Department, Board of Underwriters, Fire Insurance Rating Organization, or other authority having jurisdiction, and then only in such quantity and manner of storage as will not increase the rate for any insurance applicable to the Bus Terminal, or (ii) use the Licensed Area in a manner which shall increase such insurance rates on the Bus Terminal, or on property located therein, over that applicable when Operator first took occupancy of the Licensed Area hereunder. If, by reason of the failure of Operator to comply with the provisions hereof, the insurance rate applicable to any policy of insurance shall at any time thereafter be higher than it otherwise would be, Operator shall reimburse Owner for that part of any insurance premiums thereafter paid by Owner, which shall have been charged because of such failure by Operator.



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15.9 Non-Discrimination.

(a) Equal Opportunity: With respect to its exercise of all rights and privileges herein granted, Operator shall undertake affirmative action as required by Federal and State laws, rules and regulations pertinent to Civil Rights and Equal Opportunity unless Operator is otherwise exempted therefrom. Operator agrees that it shall comply with any and all affirmative action plans submitted pursuant to the directives of any Federal agency and in accordance with Federal Laws.

(b) Non-Discrimination Policy: Operator shall not discriminate against any person, employee or applicant for employment because of race, color, creed, national origin, age, sex, sexual orientation, disability or military veteran status in its activities at the Bus Terminal, including, without limitation, the hiring and discharging of employees, the provision or use of services and the selection of suppliers, contractors, subcontractors or trades persons.

(c) Requirements of 49 CFR Part 23: This License is subject to the requirement of the U.S. Department of Transportation's regulations at 49 CFR Part 23. Operator agrees that it will not discriminate against any business owner because of the owner's race, color, creed, national origin, age, sex, sexual orientation, disability or military veteran status in connection with the award or performance of any contracts or agreements covered by 49 CFR Part 23. Operator agrees to include the above statements in any subsequent contracts or agreements that it enters into and cause those businesses to include such statements in further agreements.

(d) Minority, Female and Community Participation: Operator shall take all necessary and reasonable steps to encourage and utilize minority and female business enterprises.

15.10 Trash. Operator shall keep the Licensed Area free from accumulations of trash and debris, and shall not dispose of the same in any area or facility of the Bus Terminal or on any sidewalk or other area or facility adjacent thereto except in compliance with the Bus Terminal Rules and Regulations.

15.11 Miscellaneous. Operator shall not suffer or permit the Licensed Area or any fixtures, equipment or utilities therein or serving the same, to be overloaded, damaged or defaced, or permit any hole to be drilled or made in any part thereof. Operator shall not suffer or permit any employee, contractor, business invitee or visitor to violate any covenant, agreement or obligations of the Operator under this License.

16. DAMAGE BY FIRE, ETC.

16.1 Property Insurance. During the entire term of this License, Operator shall keep its personal property (including, without limitation, business equipment, machinery and buses.) in and about the Licensed Area as well as any improvements installed by Operator ("Operator's Improvements") insured against loss or damage caused by any peril covered under fire, extended

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coverage and all risk insurance in an amount equal to full replacement cost, and in any event at least eighty percent (80%) of the full insurable value thereof. Such insurance with respect to the Operator's Improvements shall name Owner and Managing Agent as additional insureds.

**16.2 Owner's Repair Obligations.** If any portion of the Licensed Area shall be damaged by fire or other insured casualty, Owner shall proceed with diligence, subject to the then applicable statutes, building codes, zoning ordinances, and regulations of any governmental authority, and at the expense of Owner (but only to the extent of insurance proceeds made available to Owner) to repair or cause to be repaired such damage, provided, however, in respect of any Operator's Improvements which may have been damaged by such fire or other casualty and which (in the reasonable judgment of Owner) can more effectively be repaired as an integral part of Owner's repair work on the Licensed Area, that repairs to such Operator's Improvements shall be performed by Owner, but at Operator's expense (however, if Owner performs such work, Owner's fee for performing such work shall be Owner's cost and Owner shall competitively bid subcontracted portions of the work, if possible to do so); in all other respects, all repairs to and replacements of Operator's property and the Operator's Improvements shall be made by and at the expense of Operator.

**16.3 License Fees Abatement.** If the Licensed Area or any part thereof shall have been rendered unfit for use and occupation hereunder by reason of damage caused by fire or other casualty to the Licensed Area or other portions of the Bus Terminal, the License Fees or a just and proportionate part thereof, according to the nature and extent to which the Licensed Area shall have been so rendered unfit, shall be suspended or abated until the Licensed Area (not including any portion thereof or property therein to be repaired by or at the expense of Operator, but including any Operator's Improvements which Owner may have elected to restore at Operator's expense pursuant to Section 16.2 above and which are not long lead time items) shall have been restored as nearly as practicably may be to the condition in which they were immediately prior to such fire or other casualty. Operator shall cooperate with Owner in obtaining any insurance proceeds available in respect of any fire or casualty and Operator shall take all reasonable actions necessary to collect such insurance proceeds, if any. Owner shall not be liable for delays in the making of any such repairs which are due to government regulation, casualties and strikes, unavailability of labor and materials, and other causes beyond the reasonable control of Owner, nor shall Owner be liable for any inconvenience or annoyance to Operator or injury to the business of Operator resulting from such delays in repairing such damage.

**16.4 Owner's Termination Rights.** If (i) the Bus Terminal (whether or not including any portion of the Licensed Area) is so damaged by fire or other casualty (whether or not insured) that substantial alteration, reconstruction or demolition of the Bus Terminal shall in Owner's judgment be required, or (ii) the Licensed Area are so damaged by fire or other casualty (whether or not insured) at any time during the term hereof that over eighty percent (80%) of the value of the Licensed Area has been destroyed, then and in any of such events, this License and the term hereof may be terminated at the election of Owner or Operator by a notice in writing of its election so to terminate which shall be given by the electing party to the other within sixty (60) days following such fire or other casualty, the effective Expiration Date of which shall be not less than thirty (30) days after the day on which such termination notice is received by

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Operator. In the event of any such termination, this License and the term hereof shall expire as of such effective Expiration Date as though that were the Expiration Date as stated in Exhibit 1 and the License Fees and all other charges payable hereunder shall be apportioned as of such date; and if the Licensed Area or any part thereof shall have been rendered unfit for use and occupation by reason of such damage, the License Fees and all other charges payable hereunder for the period from the date of the fire or other casualty to the effective Expiration Date, or a just and proportionate part thereof, according to the nature and extent to which the Licensed Area shall have been so rendered unfit, shall be abated.

17. **WAIVER OF SUBROGATION.** Owner and Operator shall require that their respective property insurance policies (including the physical damage portion of any automobile liability insurance policy) contain provisions for mutual waivers of subrogation, so that the Owner's property insurance carrier(s) is/are precluded from bringing a subrogation action against the Operator, and the Operator's property insurance carrier(s) is/are precluded from bringing a subrogation action against the Owner or Managing Agent. The waiver of subrogation or permission for waiver of any claim referred to above shall extend to the agents of each party and its employees and, in the case of Operator, shall also extend to all other persons and entities occupying or using the Licensed Area by, through or under Operator. If and to the extent that such waiver or permission can be obtained from Owner's property insurance carrier(s) only upon payment of an additional charge then Operator shall pay such charge upon demand. Subject to the foregoing provisions, and only to the extent permitted by the terms of the property insurance policies carried by it, each party hereby releases the other with respect to any claim which it might otherwise have against the other party for any loss or damage to its property excluding any deductible amounts, to the extent such damage is actually covered or would have been covered by policies of property insurance required by this License to be carried by the respective parties hereunder. In addition, Operator agrees to exhaust any and all claims against its insurer(s) prior to commencing an action against Owner for any loss covered by insurance required to be carried by Operator under this License.

18. **CONDEMNATION - EMINENT DOMAIN.**

18.1 **Termination Rights.** In the event that the Licensed Area or any material part thereof, or the whole or any part of the Bus Terminal, shall be taken or appropriated by eminent domain or shall be condemned for any public use, or (by virtue of any such taking, appropriation or condemnation), then (and in any such event) this License and the term hereof may be terminated at the election of either party by a notice in writing of its election so to terminate which shall be given by the electing party to the other within sixty (60) days following the date on which Owner shall have received notice of such taking, appropriation or condemnation. In the event that a material part of the Licensed Area or of the means of access thereto shall be so taken, appropriated or condemned, then (and in any such event) this License and the term hereof may be terminated at the election of Operator by a notice in writing of its election so to terminate which shall be given by Operator to Owner within sixty (60) days following the date on which Operator shall have received notice of such taking, appropriation or condemnation. Notwithstanding the foregoing, if Owner, within such sixty (60) day period provides alternate means of access to the Licensed Area reasonably acceptable to Operator, then Operator's termination notice on account of loss of access shall be void and without force or effect.

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18.2 Restoration and License Fees Abatement. If neither party (having the right so to do) elects to terminate this License pursuant to Section 18.1 above, Owner will, with reasonable diligence and at Owner's expense (but only to the extent of taking proceeds made available to Owner), restore the remainder of the Licensed Area, or the remainder of the means of access, as nearly as practicably may be to the same condition as obtained prior to such taking, appropriation or condemnation in which event (i) the Total Floor Area shall be appropriately adjusted, and (ii) a just proportion of the License Fees, according to the nature and extent of the taking, appropriation or condemnation and the resulting permanent injury to the Licensed Area and the means of access thereto, shall be permanently abated.

18.3 Awards. Except for any award specifically reimbursing Operator for moving or relocation expenses and unamortized Operator's Improvements (it being understood that same will be amortized over the Term or their useful life, whichever is shorter), there are expressly reserved to Owner all rights to compensation and damages created, accrued or accruing by reason of any such taking, appropriation or condemnation, and Operator agrees to execute and deliver all instruments of assignment as Owner may from time to time request. In the event of any taking of the Licensed Area or any part thereof for temporary use, (i) this License shall be and remain unaffected thereby, and (ii) Operator shall be entitled to receive for itself any award made for such use, provided, that if any taking is for a period extending beyond the term of this License, such award shall be apportioned between Owner and Operator as of the Expiration Date or earlier termination of this License.

## 19. DEFAULT.

### 19.1 Conditions of Limitation - Re-entry - Termination. If:

(a) Subject to the provisions of Section 19.7, Operator shall neglect or fail to perform or observe any of the Operator's covenants or agreements herein, including (without limitation) the covenants or agreements with regard to the payment when due of License Fees, additional charges, reimbursement for increase in Owner's costs, or any other charge payable by Operator to Owner (all of which shall be considered as part of License Fees for the purposes of invoking Owner's statutory or other rights and remedies in respect of payment defaults and for all other purposes of this License unless otherwise indicated by the context); or

(b) Operator shall have made an admission in writing of Operator's inability to pay its debts generally as they become due, or Operator shall make an assignment or trust mortgage, or other conveyance or transfer of like nature, of all or a substantial part of its property for the benefit of its creditors; or

(c) The interest of Operator hereby created shall be taken on execution or by other process of law and shall not be revested in Operator within thirty (30) days thereafter; or a receiver, trustee or similar officer shall be appointed by a court of competent jurisdiction to take charge of all or any part of Operator's property and such appointment shall not be vacated within thirty (30) days; or

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(d) Any proceeding shall be instituted by or against Operator pursuant to any of the provisions of any Act of Congress or State law relating to bankruptcy, reorganizations, arrangements, compositions or other relief from creditors, and, in the case of any proceeding instituted against it, if Operator shall fail to have such proceeding dismissed within thirty (30) days or if Operator is adjudged bankrupt or insolvent as a result of any such proceeding;

then, and in any such event Owner may, by notice to Operator, elect to terminate this License; and thereupon (and without prejudice to any remedies which might otherwise be available for arrears of License Fees or other charges due hereunder or preceding breach of covenant or agreement and without prejudice to Operator's liability for damages as hereinafter stated), upon the giving of such notice, this License shall terminate as of the date specified therein as though that were the Expiration Date as stated in Exhibit 1.

19.2 Damages - Assignment for Benefit of Creditors. If at any time Operator shall make any transfer similar to or in the nature of an assignment of its property for the benefit of its creditors, the term and estate hereby created shall, at Owner's election, terminate without entry or other action by Owner; and notwithstanding any other provisions of this License, Owner shall forthwith upon such termination, without prejudice to any remedies which might otherwise be available for arrears of License Fees or other charges due hereunder or preceding breach of this License, be entitled to recover as liquidated damages the sum of (a) the amount described in clause (i) of Section 19.3(a), plus (b) (in view of the uncertainty of prompt re-letting and the expense entailed in re-letting the Licensed Area) an amount equal to the License Fees and other charges payable for and in respect of the twelve-(12)-month period next preceding the date of termination, as aforesaid.

### 19.3 Damages - Termination.

(a) Upon the termination of this License under the provisions of this Section 19, Operator shall pay to Owner the License Fees and other charges payable hereunder by Operator to Owner (including, without limitation, Departure Fees) up to the time of such termination, shall continue to be liable for any preceding breach of covenant, and in addition, shall pay to Owner as damages, at the election of Owner, either:

(i) the amount by which, at the time of the termination of this License (or at any time thereafter if Owner shall have initially elected damages under clause (ii) below), (A) the aggregate of the License Fees and other charges payable hereunder projected over the period commencing with such termination and ending on the Expiration Date set forth in Exhibit 1, exceeds (B) the aggregate projected rental value of the Licensed Area for such period; or

(ii) amounts equal to the License Fees and other charges which would have been payable by Operator had this not been so terminated, payable upon the due dates therefor specified herein following such termination and until the Expiration Date set forth in Exhibit 1, provided, however, if

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Owner shall re-let the Licensed Area during such period, that Owner shall credit Operator with the net rents received by Owner from such re-letting, such net rents to be determined by first deducting from the gross rents as and when received by Owner from such re-letting the expenses incurred or paid by Owner in terminating this License, as well as the expenses of evicting Operator and re-letting, including altering and preparing the Licensed Area for new tenants or occupants, brokers' commissions, and all other similar and dissimilar expenses properly chargeable against the Licensed Area and the rental therefrom, it being understood that any such re-letting may be for a period equal to or shorter or longer than the remaining term of this License; and provided, further, that (A) in no event shall Operator be entitled to receive any excess of such net rents over the sums payable by Operator to Owner hereunder, and (B) in no event shall Operator be entitled in any suit for the collection of damages pursuant to this clause (ii) to a credit in respect of any net rents from a re-letting except to the extent that such net rents are actually received by Owner prior to the commencement of such suit. If the Licensed Area or any part thereof should be re-let in combination with other space, then proper apportionment on a square foot area basis shall be made of the rent received from such re-letting and of the expenses of re-letting.

(b) In calculating the License Fees and other charges for the purposes of clause (i) of Section 19.3(a) above, there shall be included, in addition to the License Fees, all other charges payable hereunder, on the assumption that all such amounts and considerations would have remained constant (except as herein otherwise provided) for the balance of the full term hereby granted. For the purpose of determining the amount of damages payable by Operator under Section 19.3(a) above, the annual amount of Departure Fees payable by Operator shall be assumed to be the highest aggregate annual amount of Departure Fees payable by Operator in respect of the three (3) year period (or such shorter period of time if the Operator has not been operating in the Bus Terminal for at least three (3) years) immediately preceding the termination of the term of this License.

(c) Suit or suits for the recovery of such damages, or any installments thereof, may be brought by Owner from time to time at its election, and nothing contained herein shall be deemed to require Owner to postpone suit until the date when the term of this License would have expired if it had not been terminated hereunder.

(d) Nothing herein contained shall be construed as limiting or precluding the recovery by Owner against Operator of any sums or damages to which, in addition to the damages particularly provided above, Owner may lawfully be entitled by reason of any default hereunder on the part of Operator.

#### 19.4 Fees and Expenses.

(a) If Operator shall default in the performance of any covenant on Operator's part to be performed as in this License contained, Owner or Managing Agent may

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immediately in the event of emergency (and otherwise after the expiration of any applicable cure period), or at any time thereafter, without notice, perform the same for the account of Operator. If Owner at any time is compelled to pay or elects to pay any sum of money, or do any act which will require the payment of any sum of money, by reason of the failure of Operator to comply with any provision hereof, or if Owner or Managing Agent is compelled to or does incur any expense, including reasonable attorneys' fees, in instituting, prosecuting, and/or defending any action or proceeding instituted by reason of any default of Operator hereunder, Operator shall on demand pay to Owner or Managing Agent by way of reimbursement the sum or sums so paid by Owner or Managing Agent with all costs and damages, plus interest computed as provided in Section 6.1(d) hereof.

(b) Operator shall pay Owner's costs and expenses, including reasonable attorneys' fees, incurred (i) in enforcing any obligation of Operator under this License or (ii) as a result of Owner, without its fault, being made party to any litigation pending by or against Operator or any persons claiming through or under Operator.

19.5 Waiver of Redemption. Operator does hereby waive and surrender all rights and privileges which it might have under or by reason of any present or future law to redeem the Licensed Area.

19.6 Owner's Remedies Not Exclusive. The specified remedies to which Owner may resort hereunder are cumulative and are not intended to be exclusive of any remedies or means of redress to which Owner may at any time be lawfully entitled, and Owner may invoke any remedy (including the remedy of specific performance) allowed at law or in equity as if specific remedies were not herein provided for.

19.7 Grace Period. Notwithstanding anything to the contrary in Section 19.1 contained, Owner agrees not to take any action to terminate this License:

(a) for default by Operator in the payment when due of any sum of money, if Operator shall cure such default within fifteen (15) days after written notice thereof is given by Owner to Operator, provided, however, that no such notice need be given and no such default in the payment of money shall be curable if on two (2) prior occasions during the preceding twelve (12) month period there had been a default in the payment of money which had been cured after notice thereof had been given by Owner to Operator as herein provided; or

(b) for default by Operator in the performance of any covenant other than a covenant to pay a sum of money, if Operator shall cure such default within a period of thirty (30) days after written notice thereof given by Owner to Operator (except where the nature of the default is such that remedial action should appropriately take place sooner, as indicated in such written notice), or within such additional period as may reasonably be required to cure such default if (because of governmental restrictions or any other cause beyond the reasonable control of Operator) the default is of such a nature that it cannot be cured within such thirty-(30)-day period, provided, however, that there shall be no extension of time beyond such thirty (30)-day period for the curing of any such default

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unless, not more than ten (10) days after the receipt of the notice of default, Operator in writing (i) shall specify the cause on account of which the default cannot be cured during such period and shall advise Owner of its intention duly to institute all steps necessary to cure the default and (ii) shall, as soon as reasonably practicable, duly institute and thereafter diligently prosecute to completion all steps necessary to cure such default.

Notwithstanding anything to the contrary in this Section 19.7 contained, except to the extent prohibited by applicable law, any statutory notice and grace periods are hereby expressly waived by Operator.

## 20. END OF TERM - ABANDONED PROPERTY - HOLDING OVER.

20.1 End of Term. Upon the expiration or other termination of the term of this License, Operator shall peaceably quit and surrender to Owner the Licensed Area and all alterations and additions thereto, broom clean, in good order, repair and condition excepting only ordinary wear and use and damage by fire or other casualty for which, under other provisions of this License, Operator has no responsibility of repair or restoration. Operator shall remove all of its property and, to the extent specified by Owner, all alterations and additions made by Operator and all partitions wholly within the Licensed Area, and shall repair any damage to the Licensed Area or the Bus Terminal caused by their installation or by such removal. Operator's obligation to observe and perform this covenant shall survive the expiration or other termination of the term of this License.

20.2 Abandoned Property. Operator will remove any personal property from the Bus Terminal and the Licensed Area upon or prior to the expiration or termination of this License and any such property which shall remain in the Bus Terminal or the Licensed Area thereafter shall be conclusively deemed to have been abandoned, and may either be retained by Owner as its property or sold or otherwise disposed of in such manner as Owner may see fit, all at Operator's sole cost and expense. If any part thereof shall be sold, then Owner may receive and retain the proceeds of such sale and apply the same, at its option, against the expenses of the sale, the cost of moving and storage, any arrearages of License Fees, additional or other charges payable hereunder by Operator to Owner and any damages to which Owner may be entitled to hereunder.

20.3 Holding Over. If Operator or anyone claiming under Operator shall remain in possession of the Licensed Area or any part thereof after the expiration or prior termination of the term of this License without any agreement in writing between Owner and Operator with respect thereto, then, prior to the acceptance of any payments for use and occupancy by Owner, the person remaining in possession shall be deemed a trespasser. Whereas the parties hereby acknowledge that Owner may need the Licensed Area after the expiration or prior termination of the term of this License for other licensees, tenants or occupants and that the damages which Owner may suffer as the result of Operator's holding-over cannot be determined as of the Execution Date hereof, in the event that Operator so holds-over, Operator shall pay to Owner, in addition to all License Fees and other charges due and accrued under this License prior to the date of termination, charges (based upon the fair market rental value of the Licensed Area) for use and occupation of the Licensed Area thereafter and, in addition to such sums and any and all other rights and remedies which Owner may have at law or in equity, an additional use and



occupancy charge in the amount of two hundred percent (200%) of either (i) the License Fees, and other charges calculated (on a daily basis) at the highest rate payable under the terms of this License, but measured from the day on which Operator's hold-over commenced and terminating on the day on which Operator vacates the Licensed Area, or (ii) the fair market rental value of the Licensed Area for such period, whichever is greater. Notwithstanding the foregoing, Owner shall have the right to elect to recover any other damages which Owner is permitted to recover under this License in lieu of said liquidated damages by giving Operator written notice of such election.

## 21. SUBORDINATION.

(a) Subject to any mortgagee's or ground lessor's election, as hereinafter provided for, this License is subject and subordinate in all respects to all matters of record (including, without limitation, deeds and land disposition agreements), ground leases and/or underlying leases, and all mortgages, any of which may now or hereafter be placed on or affect such leases and/or the real property of which the Licensed Area are a part, or any part of such real property, and/or Owner's interest or estate therein, and to each advance made and/or hereafter to be made under any such mortgages, and to all renewals, modifications, consolidations, replacements and extensions thereof and all substitutions therefor. This Section 21 shall be self-operative and no further instrument of subordination shall be required. In confirmation of such subordination, Operator shall execute, acknowledge and deliver promptly any certificate or instrument that Owner and/or any mortgagee and/or lessor under any ground or underlying lease and/or their respective successors in interest may request provided that the same does not increase the amount of License Fees or other charges payable hereunder. Owner represents that currently there exists no mortgagee holding a security interest in Owner's interest or estate in the Licensed Area.

(b) In the event of any failure by Owner to perform, fulfill or observe any agreement by Owner herein, in no event will the Owner be deemed to be in default under this License permitting Operator to exercise any or all rights or remedies under this License until the Operator shall have given written notice of such failure to any mortgagee (ground lessor and/or trustee) of which Operator shall have been advised and until a reasonable period of time shall have elapsed but in no event to exceed ninety (90) days following the giving of such notice, during which such mortgagee (ground lessor and/or trustee) shall have the right, but shall not be obligated, to remedy such failure.

## 22. ENTIRE AGREEMENT - WAIVER – SURRENDER.

22.1 Entire Agreement. This License and the Exhibits and Schedules made a part hereof contain the entire and only agreement between the parties with respect to the use and occupancy by Operator of the Licensed Area during the term of this License and any and all statements and representations, written and oral, relating to this License and its terms and conditions, are merged herein. Operator acknowledges that all representations and statements upon which it relied in executing this License are contained herein and that Operator in no way relied upon any other statements or representations, written or oral. Any executory agreement

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hereafter made shall be ineffective to change, modify, discharge or effect an abandonment of this License in whole or in part unless such executory agreement is in writing and signed by the party against whom enforcement of the change, modification, discharge or abandonment is sought.

22.2 No Implied Waiver. The failure of Owner or Operator to seek redress for violation, or to insist upon the strict performance, of any covenant or condition of this License, or any of the Rules and Regulations promulgated hereunder, shall not prevent a subsequent act, which would have originally constituted a violation, from having all the force and effect of an original violation. The receipt by Owner of License Fees with knowledge of the breach of any covenant of this License shall not be deemed a waiver of such breach. The failure of Owner to enforce any of such Rules and Regulations against Operator and/or any other tenant or occupant in the Bus Terminal shall not be deemed a waiver of any such Rules and Regulations. No provisions of this License shall be deemed to have been waived by Owner or Operator unless such waiver is in writing signed by that party. No payment by Operator or receipt by Owner of a lesser amount than the monthly License Fees herein stipulated shall be deemed to be other than on account of the stipulated License Fees, nor shall any endorsement or statement on any check or any letter accompanying any check or payment as License Fees be deemed an accord and satisfaction, and Owner may accept such check or payment without prejudice to Owner's right to recover the balance of such License Fees or pursue any other remedy provided in this License.

## 23. INABILITY TO PERFORM - EXCULPATORY CLAUSE.

23.1 Inability to Perform. This License and the obligations of Operator to pay License Fees hereunder and perform all the other covenants, agreements, terms, provisions and conditions hereunder on the part of Operator to be performed shall in no way be affected, impaired or excused because Owner is unable to fulfill any of its obligations under this License or is unable to supply or is delayed in supplying any service expressly or impliedly to be supplied or is unable to make or is delayed in making any repairs, replacement, additions, alterations, improvements or decorations or is unable to supply or is delayed in supplying any equipment or fixtures if Owner is prevented or delayed from so doing by reason of strikes or labor troubles or any other similar or dissimilar cause whatsoever beyond Owner's reasonable control.

23.2 Exculpatory Clause. Neither any individual, director, partner, officer, shareholder, representative, nor employee of Owner or Managing Agent (collectively, the "Exempted Entities") shall have any liability for the obligations of Owner hereunder. Operator shall neither assert nor seek to enforce any claim for breach of this License against any assets of Owner or Managing Agent other than (a) Managing Agent's future profits derived from Owner's Management Agreement with the Owner for the management of the Bus Terminal, with respect to Managing Agent, and (b) Owner's interest in the Bus Terminal, with respect to Owner to the extent permitted by law (Operator hereby acknowledges that any attachment of Owner's assets is currently proscribed by law). In no event shall Owner, Managing Agent, or the Exempted Entities ever be liable for incidental or consequential damages involving the obligation of Owner hereunder. Operator acknowledges that the MBTA as a specially chartered Authority of the Commonwealth of Massachusetts benefits from special exemptions from and limitations on liability set forth in applicable laws.

## 24. BILLS AND NOTICES.

24.1 Notice Procedure. Any notice, consent, request, bill, demand or statement hereunder by either party to the other party shall be in writing and, if received at Owner's or Operator's address, shall be deemed to have been duly given when either delivered or served personally, or sent by recognized overnight delivery service, or mailed in a postpaid envelope deposited in the United States mails, or sent by reputable overnight delivery service, addressed to Owner at its address as stated in Exhibit 1 (with a copy to Managing Agent) and to Operator at its address as stated in Exhibit 1, or if any address for notices shall have been duly changed as hereinafter provided, if mailed or sent as aforesaid to the party at such changed address. Either party may at any time change the address or specify an additional address for such notices, consents, requests, bills, demands or statements by delivering or mailing, as aforesaid, to the other party a notice stating the change and setting forth the changed or additional address, provided such changed or additional address is within the United States.

24.2 When Bills Payable. All bills and statements for reimbursement or other payments or charges due from Operator to Owner hereunder shall be due and payable in full within twenty (20) days, unless herein otherwise provided, after submission thereof by Owner to Operator (as specifically provided in Section 6.1, Departure fees are payable one month in arrears and all monthly License Fees is payable in advance on the first day of each month, without demand). Operator's failure to make timely payment of any amounts indicated by such bills and statements, whether for work done by Owner at Operator's request, reimbursement provided for by this License or for any other sums properly owing by Operator to Owner, shall be treated as a default, subject to the provisions of Section 19.7(a), in the payment of License Fees, in which event Owner shall have all rights and remedies provided in this License for the nonpayment of License Fees.

## 25. PARTIES BOUND – SEIZIN OF TITLE.

25.1 Parties Bound. The covenants, agreements, terms, provisions and conditions of this License shall bind and benefit the successors and assigns of the parties hereto with the same effect as if mentioned in each instance where a party hereto is named or referred to, except that no violation of the provisions of Section 14 hereof shall operate to vest any rights in any successor or assignee of Operator.

25.2 Seizin of Title. If, in connection with or as a consequence of the sale, transfer or other disposition of Owner's interest in the real estate of which the Licensed Area are a part, any party who is Owner ceases to be the owner, Owner shall be entirely freed and relieved from the performance and observance thereafter of all covenants and obligations hereunder on the part of Owner to be performed and observed.

## 26. MISCELLANEOUS.

26.1 Separability. If any provision of this License or portion of such provision or the application thereof to any person or circumstance is for any reason held invalid or unenforceable,

*Exemplar Form Bus Carrier License Agreement for South Station Bus Terminal Boston. Any final agreement is subject to completion of business terms, modifications consistent with the procurement and bidding materials, award, and other conforming changes.*

the remainder of this License (or the remainder of such provision) and the application thereof to other persons or circumstances shall not be affected thereby.

26.2 Captions, etc. The captions are inserted only as a matter of convenience and for reference, and in no way define, limit or describe the scope of this License nor the intent of any provisions hereof.

26.3 Broker. Each party represents and warrants to the other that it has not directly or indirectly dealt with respect to the leasing of space in the Bus Terminal or the Complex of which it is a part with any broker. Operator agrees to defend, exonerate and save harmless and indemnify Owner and anyone claiming by, through or under Owner against any claims for a commission arising out of the execution and delivery of this License or out of negotiations between Owner and Operator with respect to the leasing of other space in the Bus Terminal.

26.4 Modifications. If in connection with obtaining financing for the Bus Terminal, a bank, insurance company, pension trust, bond underwriter, bond purchaser or other institutional lender shall request reasonable modifications in this License as a condition to such financing, Operator will not withhold, delay or condition its consent thereto, provided that such modifications do not increase the obligations of Operator hereunder or materially adversely affect the rights of Operator hereunder or the interest hereby created.

26.5 Arbitration. Any disputes relating to provisions or obligations in this License as to which a specific provision for a reference to arbitration is made herein shall be submitted to arbitration in accordance with the provisions of Massachusetts law, as from time to time amended. Arbitration proceedings, including the selection of an arbitrator, shall be conducted pursuant to the rules, regulations and procedures from time to time in effect as promulgated by the American Arbitration Association. Prior written notice of application by either party for arbitration shall be given to the other at least ten (10) days before submission of the application to the said Association's office in the City of Boston (or the nearest other city having an Association office). The arbitrator shall hear the parties and their evidence. The decision of the arbitrator shall be binding and conclusive, and judgment upon the award or decision of the arbitrator may be entered in the appropriate court of law; and the parties consent to the jurisdiction of such court and further agree that any process or notice of motion or other application to the Court or a Judge thereof may be served outside the Commonwealth of Massachusetts by registered mail or by personal service, provided a reasonable time for appearance is allowed. The costs and expenses of each arbitration hereunder and their apportionment between the parties shall be determined by the arbitrator in his award or decision. No arbitrable dispute shall be deemed to have arisen under this License prior to (i) the expiration of the period of twenty (20) days after the date of the giving of written notice by the party asserting the existence of the dispute together with a description thereof sufficient for an understanding thereof, and (ii) where a payment made by Operator is in issue, the amount billed by Owner having been paid by Operator.

26.6 Governing Law. This License is made pursuant to, and shall be governed by, and construed in accordance with, the laws of the Commonwealth of Massachusetts and any applicable local municipal rules, regulations, by-laws, ordinances and the like.

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26.7 Representation of Authority. By his execution hereof each of the signatories on behalf of the respective parties hereby warrants and represents to the other that such signatory is duly authorized to execute this License on behalf of such party.

26.8 Survival. Without limiting any other obligation of the Operator which may survive the expiration or prior termination of the term of the License, all obligations on the part of Operator to indemnify, defend, and/or hold Owner harmless, as set forth in this License shall survive the expiration or prior termination of the term of the License.

26.9 Managing Agent. It is the intention of the Owner to operate the Bus Terminal and to administer this License through the Managing Agent named above. For purposes of this License, Owner reserves the right at any time to change the identity of the Management Agent or to operate the Bus Terminal and administer this License directly. As the context requires, all references in this License to the Owner should be interpreted to give the Managing Agent and its employees, officers, directors and shareholders (collectively the "Managing Agent Indemnitees") the benefits of any and all releases, waivers and indemnities given by Operator under this License for the benefit of Owner and of any obligation of Operator to provide insurance or a waiver of subrogation for the benefit of Owner (whether or not the Managing Agent Indemnitees are expressly named as additional beneficiaries of such waivers, releases, indemnities, or obligations). Except to the extent that the Managing Agent indicates that its action is subject to further review or approval of the Owner, Operator is entitled to rely on the authority of the Managing Agent to bind the Owner in all instances.

[Signatures on following page.]

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IN WITNESS WHEREOF the parties hereto have executed this License in multiple copies, each to be considered an original hereof, as a sealed instrument on the day and year set forth above.

OWNER:

OPERATOR:

MASSACHUSETTS BAY  
TRANSPORTATION AUTHORITY

\_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Hereunto Duly Authorized

Date of Execution: \_\_\_\_, 2025

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Hereunto Duly Authorized

Date of Execution: \_\_\_\_, 2025

Approved as to form:

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: General Counsel

IF OPERATOR IS A CORPORATION OR OTHER ENTITY, A CERTIFICATE OF THE AUTHORITY AND THE INCUMBENCY OF THE PERSON SIGNING ON BEHALF OF OPERATOR SHOULD BE ATTACHED.

**THIS LICENSE CREATES A LIMITED AND NON-EXCLUSIVE RIGHT TO USE AND OCCUPY THE LICENSED AREA AND THE BUS TERMINAL. THIS LICENSE IS SUBJECT TO TERMINATION FOR ALL OR A PORTION OF THE LICENSED AREA AT THE SOLE DISCRETION OF THE OWNER AS MORE PARTICULARLY SET FORTH ABOVE.**

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**List of Exhibits**

Exhibit 1	Principle Business Terms and Basic Data
Exhibit 2	Floor Plan of Licensed Area
Exhibit 3	Rules and Regulations
Exhibit 4	Departure Fees
Exhibit 5	Non-Licensee Bus Carrier Application
Schedule One	Form of Extension Term Exercise Notice

*Exemplar Form Bus Carrier License Agreement for South Station Bus Terminal Boston. Any final agreement is subject to completion of business terms, modifications consistent with the procurement and bidding materials, award, and other conforming changes.*

## Exhibit 1

### Principle Business Terms and Basic Data (Effective as of \_\_\_\_\_, 2025)

Owner:	Massachusetts Bay Transportation Authority
Owner's Notice Address:	Ten Park Plaza, Boston, MA 02116 Attn:
Managing Agent:	Avison Young-New England, LLC
Managing Agent's Notice Address:	Suite 408, South Station Bus Terminal 700 Atlantic Avenue, Boston, MA 02111 Attn.: Bus Terminal Manager
Operator:	_____
Operator's Notice Address:	_____ _____ Attn:
Bus Terminal:	South Station Bus Terminal ("SSBT"), located at 700 Atlantic Avenue, Boston, MA 02111. SSBT includes indoor waiting areas for travelers, public restrooms, parking, and other ancillary facilities. SSBT, owned by the MBTA includes the existing 29 gates and the 13 newly constructed gates for regional intercity regular- route bus carriers. These gates for use by bus companies to pick up and disburse passengers and their luggage are located on the third level in SSBT.
Licensed Area:	Bus Dock Numbers: _____ ("Operator's Dock Space")  Dispatch Booth consisting of ____ square feet ("Dispatch Booth")  Ticket Kiosk Area consisting of _____ square feet ("Kiosk Area")  Each portion of the Licensed Area is substantially as shown on Exhibit 2 attached hereto.
Term:	The initial fixed term of this License is the period of approximately five (5) years from the Commencement Date to the Expiration Date.



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Commencement Date:	[October 1, 2025] The Commencement Date will be the date determined by the MBTA and which is not less than fifteen (15) days after the delivery of possession of the Licensed Area to Operator.
Expiration Date:	[September 30, 2030] The expiration of the Term of this License will be on the last day of the sixtieth (60 <sup>th</sup> ) full calendar month following the Commencement Date.
Move In Period	Upon delivery of possession of the Licensed Area to Operator, all of the terms and conditions of this License shall be in full force and effect except that the Operator shall have no obligation to pay License Fees or Departure Fees until the occurrence of the Commencement Date. The period from the delivery of possession of the Licensed Area to Operator to the Commencement Date is referred to as the “Move In Period”.

License Fees: The License Fee with respect to each designated portion of the Licensed Area shall be at the corresponding annual rates, and payable in equal month installments as set forth below.

Bus Gate Fees (per gate per month)	
[October 1, 2025 – September 30, 2026]	\$
[October 1, 2026 – September 30, 2027]	\$
[October 1, 2027 – September 30, 2028]	\$
[October 1, 2028 – September 30, 2029]	\$
[October 1, 2029 – September 30, 2030]	\$

License Fees	
<b>Ancillary License Fees (per square foot per year, paid monthly) for Ticket Counters</b>	
[October 1, 2025 – September 30, 2026]	\$
[October 1, 2026 – September 30, 2027]	\$
[October 1, 2027 – September 30, 2028]	\$
[October 1, 2028 – September 30, 2029]	\$
[October 1, 2029 – September 30, 2030]	\$

License Fees	
<b>Ancillary License Fees (per square foot per year, paid monthly) for Dispatch Booth</b>	
[October 1, 2025 – September 30, 2026]	\$
[October 1, 2026 – September 30, 2027]	\$

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[October 1, 2027 – September 30, 2028]	\$
[October 1, 2028 – September 30, 2029]	\$
[October 1, 2029 – September 30, 2030]	\$

License Fees	
<b>Ancillary License Fees (per square foot per year, paid monthly) for Kiosk Area</b>	
[October 1, 2025 – September 30, 2026]	\$
[October 1, 2026 – September 30, 2027]	\$
[October 1, 2027 – September 30, 2028]	\$
[October 1, 2028 – September 30, 2029]	\$
[October 1, 2029 – September 30, 2030]	\$

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## **Exhibit 2**

### **Floor Plan of Licensed Area**

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### Exhibit 3

#### Rules and Regulations

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#### Exhibit 4

#### Departure Fees

Departure Fees: Fee per trip departure	
[October 1, 2025 – September 30, 2026]	\$16.00
[October 1, 2026 – September 30, 2027]	\$16.50
[October 1, 2027 – September 30, 2028]	\$17.00
[October 1, 2028 – September 30, 2029]	\$17.50
[October 1, 2029 – September 30, 2030]	\$18.00

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## **Exhibit 5**

### **Non-Licensee Bus Carrier Application**