

THE FIRST FRANCHISE AGREEMENT AMENDMENT

This First Franchise Agreement Amendment (the “Amendment Agreement”) dated , 2022, by and between The City of New York (the “City”) acting by and through its Department of Transportation (“DOT”), having an address at 55 Water Street, New York, New York 10041, and Private Transportation Corporation, having a place of business at 15 Second Avenue, Brooklyn, New York 11215 (the “Company” or the “Franchisee”). DOT and the Company shall be referred to individually as a “Party” and together as the “Parties”.

WITNESSETH:

WHEREAS, on June 27, 2011, the Franchisee and the City acting by and through DOT entered into a Franchise Agreement granting the Franchisee a right to operate and maintain an unsubsidized bus line providing common carrier service to passengers for local service to operate along designated routes between Williamsburg and Borough Park in the Borough of Brooklyn (the “Agreement”). Pursuant to Section 3 of the Agreement, the Agreement was renewed in 2021 for a ten-year renewal period, which will expire on June 30, 2031;

WHEREAS, the Parties wish to amend the Agreement;

WHEREAS, on _____, 2022, the Franchise and Review Concession Committee (“FCRC”) held a public hearing to consider the proposed amendments; and

WHEREAS, at a meeting held on _____, 2022, FCRC, acting in accordance with its customary procedures, voted on and approved the proposed amendments to the Agreement, all as fully set forth in this Amendment Agreement.

NOW, THEREFORE, in consideration of the foregoing and, the mutual covenants and agreements herein contained, and other good and valuable consideration, the Parties hereby covenant and agree as follows:

1. Section 2.2 Route B-110 Williamsburg to Borough Park, Borough of Brooklyn of the Agreement is hereby amended to read as follows:

ROUTE B-110, Williamsburg to Borough Park, Borough of Brooklyn

BEGINNING at Williamsburg Street West and Kent Ave along Williamsburg Street West to entrance of Brooklyn Queens Expressway, thence along Brooklyn Queens Expressway, along Gowanus Expressway, along Prospect Expressway to 10th Avenue Exit, along 10th Avenue to McDonald Avenue, along McDonald Avenue to Fort Hamilton Parkway, along Fort Hamilton Parkway to 39th Street, along 39th Street to 12th Avenue, along 12th Avenue to New Utrecht Avenue and 50th Street, along 50th Street from 13th Avenue to 18th Avenue, along 18th Avenue to 50th Street, to 49th Street, along 49th Street from 17th Avenue to 12th Avenue, along 12th Avenue to Dahill Road to Caton Ave to McDonald Avenue, along McDonald Avenue to Terrace Place, along Terrace Place to 18th Street, along Prospect Expressway to Gowanus Expressway, along Gowanus Expressway to Brooklyn Queens

Expressway, along Brooklyn Queens Expressway to Flushing Avenue Exit, along Classon Avenue to Wallabout Street to Bedford Avenue, along Bedford Avenue, to Clymer Street, along Clymer Street to Wythe Avenue to Kent Avenue, along Kent Avenue to Williamsburg Street West.

2. Section 2.3 Alternate Route of the Agreement is hereby amended to read as follows:

BEGINNING at Williamsburg Street West and Kent Lee Avenue, along Williamsburg Street West to Park Avenue, thence along Park Avenue to Vanderbilt Avenue, along Vanderbilt Avenue to Grand Army Plaza, along Grand Army Plaza to Prospect Park West, along Prospect Park West to 20th Street, along 20th Street to McDonald Avenue, along McDonald Avenue, to Fort Hamilton Parkway, along Fort Hamilton Parkway to 50th Street, along 50th Street to 18th Avenue, along 18th Avenue to 49th Street, along 49th Street to Fort Hamilton Parkway, along Fort Hamilton Parkway, 39th Street along 39th Street to 12th Avenue, along 12th Avenue to New Utrecht Avenue and 50th Street, along 50th Street from 13th Avenue to 18th Avenue, along 18th Avenue to 50th Street, to 49th Street, along 49th Street from 17th Avenue to 12th Avenue, along 12th Avenue to 39th Street and to Dahill Road to Caton Ave to McDonald Avenue, along McDonald Avenue to Terrace Place, along Terrace Place to 18th Street, along 18th Street to 8th Avenue, along 8th Avenue to Flatbush Avenue, along Flatbush Avenue to Carlton Avenue, along Carlton Avenue to Flushing Avenue, along Flushing Avenue to Classon Avenue, along Classon Avenue to Kent Avenue, along Kent Avenue to Williamsburg Street East, along Williamsburg Street East to Bedford Avenue, along Bedford, to Clymer Street, along Clymer Street to Whyte Avenue to Kent Avenue, along Kent Avenue to Williamsburg Street West.

3. Section 2.2 of the Agreement is hereby amended by replacing the existing list of Authorized Bus Stops with the following list below:

| Stop # | On Street | Direction of Travel | Street Side | Intersecting Street | Corner |
|--------|-----------------|---------------------|-------------|---------------------|----------|
| 1 | 18 AVE | NORTH | EAST | 50 ST | FAR |
| 2 | 49 ST | NORTH | NORTH | 17 AV | FAR |
| 3 | 49 ST | NORTH | NORTH | 16 AV | FAR |
| 4 | 49 ST | NORTH | NORTH | 15 AV | FAR |
| 5 | 49 ST | NORTH | NORTH | 14 AV | FAR |
| 6 | 49 ST | NORTH | NORTH | 13 AV | FAR |
| 7 | 12 AVE | NORTH | EAST | 49 ST | MIDBLOCK |
| 8 | 12 AVE | NORTH | EAST | 46 ST | FAR |
| 9 | 12 AVE | NORTH | EAST | 43 ST | NEAR |
| 10 | 12 AVE | NORTH | EAST | 39 ST | NEAR |
| 11 | BEDFORD | NORTH | EAST | WALLABOUT ST | FAR |
| 12 | BEDFORD | NORTH | EAST | RUTLEGE ST | FAR |
| 13 | BEDFORD | NORTH | EAST | HEWES ST | FAR |
| 14 | BEDFORD | NORTH | EAST | RODNEY ST | FAR |
| 15 | BEDFORD | NORTH | EAST | TAYLOR ST | NEAR |
| 1 | WILLIAMSBURG ST | SOUTH | WEST | KENT AV | MIDBLOCK |
| 2 | 12 AVE | SOUTH | WEST | 39 ST | FAR |
| 3 | 12 AVE | SOUTH | WEST | 43 ST | FAR |
| 4 | 12 AVE | SOUTH | WEST | 45 ST | FAR |
| 5 | 50 ST | SOUTH | SOUTH | NEW UTRECHT | FAR |
| 6 | 50 ST | SOUTH | SOUTH | 13 AV | FAR |
| 7 | 50 ST | SOUTH | SOUTH | 14 AV | FAR |
| 8 | 50 ST | SOUTH | SOUTH | 15 AV | FAR |
| 9 | 50 ST | SOUTH | SOUTH | 16 AV | FAR |
| 10 | 50 ST | SOUTH | SOUTH | 17 AV | FAR |
| 11 | 50 ST | SOUTH | SOUTH | 18 AV | FAR |

4. Section 5.1 of the Agreement is hereby amended to read as follows:

The Franchisee shall charge the following fares for one-way Bus Service. These fares may be amended from time to time by the Department up to twenty five (25) percent of the existing fare amounts.

| <u>Fare Type</u> | <u>Fare Amount</u> |
|------------------------------------|--------------------|
| Adult – One Ride Fare | \$3.50 |
| Children – One Ride Fare Ages 6-11 | \$2.00 |
| Children – Ages 0-5 | Free |
| Students – Monthly Pass | \$55.00 |

5. Section 5.2 of the Agreement is hereby amended to read as follows:

The fares and fare structure, at all times, shall be subject to the prior written approval of the Department. Franchisee may make changes to the fares or fare structure during the Term of the Franchise up to the uniform maximum fare set by the Department at \$6.00 per ride, subject to the prior written approval of the Department. The uniform maximum fare may be amended from time to time by the Department with the approval of the FCRC. Upon approval by the FCRC of any proposed change to the uniform maximum fare, this Agreement shall be deemed modified to provide for the revised uniform maximum fare.

6. Section 6 of the Agreement is hereby amended by adding a new section 6.17 to read as follows:

The Franchisee, at its sole cost and expense, shall post Department approved anti-discriminatory signs in both English and Yiddish in visible locations on all the buses, and shall hire an independent third party monitor, subject to prior approval by the Department, to ride a bus B110 no less than once a week. The Franchisee shall ensure that the monitor provide weekly reports to the Department that include, but are not limited to, the date and time of the monitor's trip, the bus number, the bus route, whether anti-discrimination signs were properly posted and a description of discriminatory behavior if witnessed by the monitor. The Franchisee shall promptly provide any additional information not included in the report if requested by the Department.

7. Except as specifically amended herein, the terms and conditions of the Franchise Agreement shall remain in full force and effect. Upon execution of this Amendment Agreement, any reference to the Agreement or the Franchise Agreement shall mean the Agreement together with this Amendment Agreement.

8. This Amendment may be executed in one or more counterparts which, when taken together, shall constitute one and the same.

IN WITNESS WHEREOF, the party of the first part, by a Deputy Mayor, duly authorized by the Charter of the City of New York, has caused the corporate name of said City to be hereunto signed and the corporate seal of said City to be hereunto affixed and by its Commissioner of The New York City Department of Transportation, duly authorized, has caused its name to be hereunto signed and the party of the second part, by its officers thereunto duly authorized, has caused its name to be hereunto signed and its seal to be hereunto affixed as of the date and year first above written.

THE CITY OF NEW YORK

By: _____
Deputy Mayor

THE NEW YORK CITY
DEPARTMENT OF TRANSPORTATION

By: _____
Commissioner

PRIVATE TRANSPORTATION
CORPORATION

By: _____
Name:
Title:

Approved as to Form,
Certified as to Legal Authority

Acting Corporation Counsel

(Seal)
Attest: _____
City Clerk