



Application for Transfer of License

INSTRUCTIONS: Please answer each question on this application, either in the space provided, or by attaching additional documentation as necessary. If you attach additional documents, please number each Attachment and answer the question as "See Attachment 1".

This Application is for the Licensed Territory of:

New York

The Gray Line License shall not be sold, assigned, transferred or pledged as an asset of a Licensee without the written approval of the Gray Line Board of Directors. The restrictions against sale, assignment, transfer or pledge of License apply to all sales, assignments, transfers or pledges of voting shares or other evidence of ownership which result in the transfer of control of the Licensee's operations to the purchaser, assignee, transferee or pledgee. Pursuant to Section 3.8 of the Gray Line Bylaws, a Joint Application must be made to the President of Gray Line Worldwide for submission to the Board of Directors. Action is to be taken by the Board within 60 days from receipt of the application and all information/material required, unless additional information is required. In such event, the board may extend the review period, but in no event shall the review period extend longer than 180 days after the initial request was made. A prospective purchaser, assignee, transferee or pledgee shall not conduct operations under the Gray Line name or trademark until Board of Directors approval has been obtained. In the event of denial of approval, the License shall be subject to termination by the Board of Directors.

TRANSFEROR: The transferor is the company that is the authorized Licensee for the above-mentioned territory and is in good standing with the Gray Line Corporation at the time of application.

TRANSFeree: The following questions on this Application for Transfer of License should be completed by the Transferee, the company seeking approval to assume control of the License currently held by the transferor.

1. Please state the full legal name, address, phone and fax number of the company:

Name: Twin America, LLC
Address: 1430 Broadway, Suite 507

City: New York
State/Province: NY
Country: USA
Post Code: 10018
Telephone: 212-445-7550
Fax: 212-445-7577

2. State the full name, email address and telephone number of the individual(s) with responsibility for each of the following areas within the organization:

	<u>Contact Name</u>	<u>Email Address</u>	<u>Telephone Number</u>
General Management:	See Attached 1		
Financial:			
eCommerce:			
Marketing:			
Sales:			

ORGANIZATION

A Gray Line License may be granted to Proprietorships, Partnerships or Corporations. Inasmuch as the Gray Line name and mark are protected by U.S. and International law, no organization may include the words "Gray Line" in a registered name of a Proprietorship, Partnership or Corporation registered with any governmental agency. Notwithstanding the above, organizations holding a Gray Line License in good standing are permitted, subject to the provisions of the Governing Documents, to use the name and mark of Gray Line in a trading capacity.

3. The transferee company applying for the Gray Line Licenses is organized as a:

- ☐ Proprietorship (If selected, answer question (a) below)
☐ Partnership (If selected, answer question (b) below)
☒ Corporation (If selected, answer question (c) below)

- a. **Proprietorship.** List each owner's name, home address, telephone number, email address, number of years in business, and describe the nature and extent to which the owner actively participates in the operation of the business. Also, please identify any affiliation with a current or former member or owner of Gray Line.

Owner's Name	Telephone Number	Email Address
Number of Years in Business	Role Within Company	Gray Line Affiliation
Owner's Home Address		
Owner's Name	Telephone Number	Email Address
Number of Years in Business	Role Within Company	Gray Line Affiliation
Owner's Home Address		

- b. **Partnership.** For every partner (general or limited), include their name, home address, email address, telephone number, number of years in business and extent to which the partner actively participates in the operation of the business. Also, please identify any affiliation with a current or former member or owner of Gray Line.

Partner's Name	Telephone Number	Email Address
Number of Years in Business	Role Within Company	Gray Line Affiliation
Partner's Home Address		

Partner's Name	Telephone Number	Email Address
Number of Years in Business	Role Within Company	Gray Line Affiliation
Partner's Home Address		

- c. **Corporation.** Identify when and where the entity was incorporated and the name, address and telephone number of the registered agent for service of process. List the name, address, telephone number and email address for each director and officer. Also identify any stockholder owning 10% or more of the issued and outstanding stock and state whether, to the best of your knowledge, such stockholder owns the full beneficial interest in the stock, or is trustee or nominee for someone else. If the shares are being held by a trustee or nominee, identify the name of the person and/or entity, and list his/hers/its legal address, email address and telephone number. Also, identify whether the entity or any individual related thereto is affiliated with any current or former member or owner of Gray Line.

Where Incorporated: DE

Registered Agent

Registered Agent Name	Telephone Number
Corporation Service Company	
Address	
2711 Centerville Rd., Suite 400, Wilmington, DE	

Directors and Officers

Director/Officer Name	Position	Email Address
Please see attached 2		
Telephone Number	Address	

Director/Officer Name	Position	Email Address
Telephone Number	Address	

Director/Officer Name	Position	Email Address
Telephone Number	Address	

Director/Officer Name	Position	Email Address
Telephone Number	Address	

Shareholders owning 10% or more of issued and outstanding stock)

Shareholder Name	% Company Stock Owned	Stock Owner/ Trustee/ Nominee
CitySights Twin LLC	40%	Owns full beneficial interest in the stock
International Bus Services, Inc.	60%	Owns full beneficial interest in the stock
		Please select from list
		Please select from list
		Please select from list
		Please select from list

If any identified shareholder serves as a Trustee or Nominee for a third party, please complete the following:

Shareholder (From Above)	Third Party Name:	Third Party Email Address
Third Party Telephone Number	Third Party Legal Address	

Shareholder (From Above)	Third Party Name:	Third Party Email Address
Third Party Telephone Number	Third Party Legal Address	

Does any person or entity named in any of the above have any affiliation with any current or former Licensee of Gray Line? If so, please explain in the space provided.

International Bus Services, Inc ("IBS") was the former parent of Gray Line New York Tours, Inc. The Applicant, Twin America, is now the parent of Gray Line New York Tours, Inc. IBS, as a 60% shareholder of the applicant

STILL MAINTAINS CONTROL OF THE LICENSE

BUSINESS OPERATIONS

The following questions ask for specific details about your commercial operations and, if approved, how you intend to operate as Gray Line within a Licensed Territory. For the purposes of this application, the following definitions apply:

Lectured Sightseeing Tours: A tour (seat-in-coach, walking, marine or other) with either live or pre-recorded commentary.

Per Capita Sightseeing: Company offers guaranteed departure, Lectured Sightseeing tours for individuals with no minimum number of passengers required.

Group Sightseeing: Company offers Lectured Sightseeing tours, but departures are not guaranteed and a minimum number of passengers may be required.

Per Capita Airport Transfers: Company offers transfers from the major airport(s) within the Licensed Territory to a central location or individual hotels with no minimum number of passengers required.

Charter Operations: Company offers vehicles for hire to third parties and may or may not provide Lectured Sightseeing in conjunction with such services depending upon the requirements of the hiring third party.

4. Please indicate if your Company provides the following Services and identify the operating party:
- | | | | |
|----------------------------------|-----|--------------|---------------|
| a. Per Capita Sightseeing? | YES | Operated By: | Company |
| b. Group Sightseeing? | YES | Operated By: | Company |
| c. Per Capita Airport Transfers? | NO | Operated By: | Please Select |
| d. Charter Operations? | YES | Operated By: | Company |
5. If any of the Services identified in #4 are provided by a third party, please provide the name of the operating company:
- a. Third Party Per Capita Sightseeing Services provided by:
- b. Third Party Group Sightseeing Services provided by:
- c. Third Party Per Capita Airport Transfer Services provided by:
- d. Third Party Charter Operations provided by:
6. How long has your Company provided the Services identified in #4 above: 6 Year(s)
7. Are the operations of your Company comprised exclusively of the Services identified above? YES
- a. If you answered "NO" to question 7, please provide detail on any other business activities of your Company in the space provided:
-
-
8. Are the Services identified in #4 above provided year-round? YES
- a. If you answered "NO" to question 8, please provide detail on the reason for suspension of activity in the space provided:
-
-
9. Do you guarantee the operation of at least one Lectured Sightseeing tour in the Licensed Territory? YES
10. Has your Company ever been sanctioned, fined, suspended or placed on probation for any reason? NO
- a. If you answered "YES" to question 10, please provide detail in the space provided:
-
-
11. Is your Company and/or the third parties identified in #5 duly authorized and/or licensed by the requisite national, state, provincial, county, municipal and local governments to provide the Services identified in #4? YES
- a. If you answered "NO" to question 11, please provide detail in the space provided:
-
-
12. Has your Company and/or the third parties identified in #5 ever been denied authority or had authority revoked, suspended or put on probation as it relates to providing the Services identified in #4? NO
- a. If you answered "YES" to question 12, please describe each situation and its outcome in the space provided:
-
-
13. Do you, or anyone affiliated with your Company maintain a membership or other affiliation with any association, group or entity competitive to Gray Line? YES

- a. If you answered "YES" to question 13, please provide detail in the space provided:

Minority Shareholder - City Sightseeing Worldwide

14. Please complete the following or attach additional sheets providing this information, for the vehicles used to operate the Services identified in #4:

[illegible]

15. Is the main office of the Company and Garage Facilities for the Vehicles identified in #14 located within the proposed Licensed Territory? **YES**

- a. If you answered "NO" to question 15, please provide detail in the space provided:

16. Please describe the location of your offices within the proposed Licensed Territory. Please include all retail sales locations where consumers may purchase or redeem vouchers for Services. If the office is located in a hotel or other landmark location, please provide the name of hotel or location as opposed to the street address. Attach additional sheets if necessary.

[illegible]

17. Please provide information on each and every insurance policy currently in effect for your Company. You must also include insurance policy information for any third party operating the Services identified in #4. Attach additional sheets listing each policy if necessary.

Type of Policy	Name of Issuer	Policy Number
See attached 5		
Issuer Telephone Number	Issuer Contact Name	Policy Limits
Policy Issuer Address		

Type of Policy	Name of Issuer	Policy Number
Issuer Telephone Number	Issuer Contact Name	Policy Limits
Policy Issuer Address		

Type of Policy	Name of Issuer	Policy Number
Issuer Telephone Number	Issuer Contact Name	Policy Limits
Policy Issuer Address		

Type of Policy	Name of Issuer	Policy Number
Issuer Telephone Number	Issuer Contact Name	Policy Limits
Policy Issuer Address		

18. Has your Company and/or the third parties identified in #5 ever had an insurance policy cancelled and/or denied for any reason? **NO**

- a. If you answered "YES" to question 18, please provide detail in the space provided:

REFERENCES, AFFILIATIONS AND OBLIGATIONS

The following questions ask for specific details about your business relationships and obligations as a prospective Licensee of the Gray Line Corporation.

19. Please provide the name, address and telephone number of your primary banking institution as well as a contact name, email address and telephone number of an account representative:

Bank Name	Contact Name	Contact Email Address
Signature Bank	James Ortiz	JOrtiz@signatureny.com
Contact Telephone Number	Bank Telephone Number	Bank Fax Number
	646-822-1840	646-758-8415
Bank Address		

20. Please provide at least three Online Travel Agencies, Wholesale Tour Operators, Transportation Companies or other travel industry entities with which your company has done business in the last twelve months.

Company Name	Contact Name	Contact Email Address
See attached 6		
Contact Telephone Number	Type of Business Relationship	Length of Business Relationship

Company Name	Contact Name	Contact Email Address
Contact Telephone Number	Type of Business Relationship	Length of Business Relationship

Company Name	Contact Name	Contact Email Address
Contact Telephone Number	Type of Business Relationship	Length of Business Relationship

21. Please list your active affiliations with organizations such as ASTA, IATA, CLIA, NBTA, PATA, JATA and/or any other transportation or travel industry organizations. Also, please indicate your personal level of involvement and whether or not your affiliation has ever been suspended, revoked or denied for any reason.

Organization	Personal Involvement	Sanctions
See attached 7	Please Select	Please Select
	Please Select	Please Select
	Please Select	Please Select
	Please Select	Please Select
	Please Select	Please Select

- a. If sanctions have ever been imposed, please provide a description of the situation and the outcome in the space provided:

22. If your Application for License is approved, will you comply with the provision to use the Gray Line reservation, ticketing and distribution system in the operation of your sightseeing, tour and transfer business, pursuant to the mutually agreed terms and conditions as detailed on Exhibit B? **YES**
23. If your Application for License is approved, will you comply with the provision to use the Gray Line brand in the operation of your sightseeing, tour and transfer business as more fully set forth on Exhibit C? **YES**
24. Having been provided with and read a copy of the Gray Line License Agreement, and having had time to consult with counsel or other advisors, are you willing to execute a License Agreement and fulfill the duties and obligations set forth therein? **YES**
25. If your Company is granted a Gray Line License, will you comply with the License, Bylaws, Standards and Financial Policies of the Gray Line Corporation? **YES**
26. If your Company is granted a Gray Line License, are you willing to attend the Annual General Meeting and Marketing Conference (and any Regional Meetings) held the year your License is granted and at least once every three years thereafter? **YES**

ADDITIONAL DOCUMENTATION

You must submit legible copies of the following along with your Application for License. If the documents are not in English, please provide a translation of the pertinent details:

1. \$7,500 License Amendment Fee. Should your Application be denied for any reason, the sum of \$1,000 shall be retained by the Gray Line Corporation as a processing fee. The remaining \$6,500 is fully refundable.
2. One (1) copy of the local license, permit, certificate and/or ordinance that authorizes your Company or the third parties identified in #5 to provide the Services identified in #4 within the proposed Licensed Territory.
3. One (1) copy of your most recent financial statement, including a balance sheet, income statement, statement of cash flow and footnotes indicating applicable accounting policies. If Company financial statements are in a currency other than US\$ and/or a non-English language, applicant agrees to provide acceptable conversions and translations.
4. One (1) copy of your automobile and general liability insurance policy covering both bodily injury and property damage for our Company and any third party as identified in #5. [Note: If approved for a License, Gray Line Corporation must be named as an additional insured pursuant to the terms and conditions of the Gray Line License agreement.]

5. Digital photos in JPEG format of the interior/exterior of equipment/vehicles used to provide the Services identified in #4
6. Digital photos in JPEG format of the interior/exterior of the Company's main offices and facilities
7. One (1) physical copy (or scanned copy in Adobe PDF format) of the Company's sightseeing brochure
8. One (1) copy in Adobe PDF format of a screen shot of the home page of the Company's web site
9. One copy in PDF format of the proposed Licensed Territory (provided to you by Gray Line as EXHIBIT A)

* * * * * CONTINUED ON NEXT PAGE * * * * *

I hereby certify that the statements made by me herein on this day of Please Select, 2016, are true and correct to the best of my knowledge (including any and all statements made within any and all attachments hereto), and I am duly authorized by the Applicant-Company to make such certification and to file this Application for License.

SIGNATURE of APPLICANT

APPLICANT (Transferee): ZoV MARHURSTEIN
Name:
Company: TWIN AMERICA LLC
Title:

Executed in the CITY OF NY, STATE OF NY or COUNTRY OF NY.

NOTARY PUBLIC

On this 4 day of August, 2016, the above-named individual appeared before me, being duly sworn, stated that he/she is the _____ (Title) of _____ (Company), and being duly authorized to do so, executed the foregoing Application on behalf of said Company, and that the statements contained herein are true and correct.

Rivka Schwadel
NOTARY PUBLIC

My commission expires: 9/17/20

Affix Notary Seal Below:

RIVKA SCHWADEL
Notary Public-State of NY
No. 01SC6268995
Qualified in Kings County
Commission Expires 9/17/2016

I hereby certify that the **TRANSFEROR** (Current Licensee), approves and joins in the foregoing Application for Transfer, dated this ____ day of Please Select, 2016.

SIGNATURE of TRANSFEROR:

Zev MARKUSSTEIN

Name:

Company:

Title:

Executed in the CITY OF NY, STATE OF NY or COUNTRY OF NY.

NOTARY PUBLIC

On this 4 day of August, 2016, the above-named individual appeared before me, being duly sworn, stated that he/she is the _____ (Title) of _____ (Company), and being duly authorized to do so, executed the foregoing Application on behalf of said Company, and that the statements contained herein are true and correct.

Affix Notary Seal Below:

Rivka Schwadel
NOTARY PUBLIC

My commission expires: 9/20

RIVKA SCHWADEL
Notary Public-State of NY
No. 01SC6268995
Qualified in Kings County
Commission Expires 9/17/2016

EXHIBIT A

LICENSED TERRITORY ORIGIN MAP

LICENSED TERRITORY NAME: New York

MAP:

DEFINITION OF LICENSED TERRITORY: The Licensed territory for New York shall include all land rights within the recognized geographical boundaries of TBD.

EXHIBIT B
TECHNOLOGY SUBLICENSE

I. PURPOSE

The Parties agree that Gray Line shall provide Licensee with the right to use the Gray Line reservation and ticketing system and Licensee agrees to use the system for distribution of their products and services through the Gray Line Web Site(s), connected distribution partners and for the operation of at least one fully branded Gray Line web site for the Licensee's Licensed Territory.

The system is provided to Licensees through this sublicense free of charge, save and except for the Technical and Distribution fees charged as a percentage of the gross selling price of any Licensee product or service sold through the system.

Licensee may use its own in-house design team, third party agency or the agency of record of the Gray Line Corporation to design and deploy the Gray Line branded website(s) for the Licensee's Licensed Territory.

II. RESIGNATION AND TERMINATION

In the event this License terminates for any reason, Licensee's continued use of the Gray Line reservation, ticketing and distribution system may be continued at the discretion of the Gray Line system provider and at the standard subscription rates then in effect.

EXHIBIT C
BRANDING AGREEMENT

I. PURPOSE

Licensee agrees that within not more than Ninety (90) days of the Effective Date of this License, that all business operations shall be co-branded with the Gray Line name and mark, including, but not limited to:

- A. Retail location signage
- B. Brochures
- C. Point of sale materials
- D. Employee Uniforms
- E. Telephone Greetings
- F. Consumer Web Site
- G. All other marketing and promotional materials

The Licensee further agrees that that an agreed-upon number of vehicles used to operate sightseeing shall utilize the most current and approved vehicle design, with all other vehicles meeting and/or exceeding the minimum branding requirements and using of the most current and approved form of the Gray Line trademark.

II. RESIGNATION AND TERMINATION

In the event this License terminates for any reason, Licensee's authorized use of the Gray Line name and marks shall expire pursuant to the terms and conditions of the License and the Licensor's standard cease and desist documentation.



The following questions should be completed by the Transferee which may/may not include any operations/assets integrated into the business from the Transferor:

1. Please provide a brief history of your company including date founded.
2. Where do your tours originate?
3. Do you have local ticket offices and/or redemption points?
4. How long is your lease on the locations in #2 above?
5. When were these locations last renovated?
6. Describe the guest experience when they arrive at your ticket booth or the start location of tour.
7. What are your customer service hours of operation?
8. What happens to calls/emails received after hours?
9. Describe your process for handling and tracking guest complaints.
10. What is your minimum service level for responding to guest complaints/compliments?
11. Explain your cancellation and/or refund policy.
12. Please comment on the most recent Trip Advisor postings on your company and tours.
13. How many tours and activities are in the portfolio of products offered to your customers. How many of these do you operate vs. those operated by third party suppliers?
14. If you use third party suppliers, please provide detail on your contractual relationship with them, including liability insurance coverage, indemnification provisions, etc.
15. Please explain any extra services or unique aspects provided on your tour and activity offerings? Narration in foreign language, free box lunch, etc.
16. Do you utilize driver/guide, driver + guide, or electronic narration for your tours? If it differs by language, tour or vehicle, please explain.
17. If you use electronic narration, is it driver or GPS triggered? If GPS, is it include bi-directional triggers?
18. Do you currently operate HopOn HopOff services? If yes, please describe to include number, type and age of vehicles, number of stops, frequency, etc.
19. What was your passenger count in in 2013, broken down by quarter?
20. Were you profitable in 2012 and 2013?
21. Please describe your safety and maintenance programs.
22. Please explain the value proposition your company uses to differentiate itself in the market.
23. Please describe the team, including their roles, for each key contact operating the Gray Line business.
24. How many brochures do you print each year? When are they printed? How are they distributed?
25. Who do you consider to be your biggest competitors and why?
26. How do you differentiate your products and service from your competitors?
27. Please provide a copy of the Terms and Conditions and the Privacy Policy from your web site. Do you maintain a database of travel agents, consumers or partners that have opted in to receive email communications from you?
28. Are your promotional emails Can-Spam compliant?
29. Please provide a copy of the emails from your most recent email marketing campaigns.
30. Please describe the training curriculum/process for your drivers, guides, sales and customer contact teams.

1. Please provide a brief history of your company including date founded.

Gray Line New York is known as the one-stop shop for all sightseeing and transportation services in New York City. Recognized around the world for its fleet of iconic, red double-decker buses, Gray Line New York has operated transportation services in New York City since 1926.

Operating daily, hop-on hop-off double-decker bus tours throughout Manhattan, Brooklyn, and Bronx in eleven pre-recorded languages and live in English, Gray Line New York also offers daily, fully guided tours in English, French, Italian, German and Spanish. All double-decker bus tours operated by Gray Line New York are reservation-free. Our fully guided Escorted Tours provides a "handheld" experience by our expert guides and are available in four, six or eight hour durations, where exploration stops, lunch and a ticket to an observatory is included. Gray Line New York also operates its own visitor centers which are conveniently located throughout Manhattan. Here visitors can purchase all major attraction, cruises, museums and theater tickets without waiting in long lines. Gray Line New York also employs a vast team of highly professional street sales agents located throughout Manhattan at all popular attraction areas. These teams make the purchase of a Gray Line New York ticket fast, simple and convenient no matter where the customer is located.

Gray Line New York is also the official New York concierge service of Expedia.com. Gray Line New York has the exclusive right of access and is able to contact and up sell Expedia's inbound New York City customers.

2. Where do your tours originate.

Manhattan, Brooklyn, Bronx. And coming soon, Queens and Staten Island, which will include all five boroughs of New York City. We also pick-up customers from various counties in New Jersey.

3. Do you have local ticket offices and/or redemption points?

Yes.

4. How long is your lease on the locations in #2 above?

The lease for the primary company Visitors Center at 777 8th Avenue runs through January 31, 2024.

5. When were these locations last renovated?

2016.

6. Describe the guest experience when they arrive at your ticket booth or the start location of tour.

Guests are greeted and directed to the appropriate area for their specific needs at our flagship visitors center, whether it is for ticket purchase, redemption, information, start of a tour, etc. This is also where customers may find additional maps, information rack cards, bathroom use, and a place to organize.

Our paperless redemption process where a voucher can be simply scanned at the start of the tour, alleviating the requirement to first go to our visitors center to begin each tour, has recently been implemented as well.

7. What are your customer service hours of operation?

Daily, 7am to 10pm.

8. What happens to calls/emails received after hours?

All inquiries are collected at a general mail box after hours.

9. Describe your process for handling and tracking guest complaints.

Agents have a system called a QC system (Quality Control). Agents will record the client concern and provide the guest with the QC case #. The next morning the QC team will review new cases and immediately respond within the day. Sometime within 24 hours due to the weekend. This system also allows us to pull reports to find trends and report them to the proper management for review and immediate attention.

10. What is your minimum service level for responding to guest complaints/compliments?

Quick response and work to cure ASAP.

11. Explain your cancellation and/or refund policy.

All tours purchased on GrayLineNewYork.com can be used up to one year from date of purchase. Most tours and services offered on www.GrayLine.com are fully refundable when cancelled up to 24 hours prior to departure under Gray Line's Easy Cancellation Policy.

12. Please comment on the most recent Trip Advisor posting on your company and tours.

"tikisong" from Cocoa Beach, FL wrote on June 8 "We had a great time on the gray line bus. We seen many sites that we would not have seen and less we are on the bus. We also got to visit many different neighborhoods that we probably would've gone to without the bus. Do not miss the nighttime bus ride it was awesome"

This is what we strive for on a daily basis and are appreciative when someone shares a positive experience on TripAdvisor. Since we carry far more passengers per day than any other double-decker bus company in the world, a small percentage of complaints carries a deeper impact on current Trip Advisor scale. It is not indicative of how our services are.

13. How many tours and activities are in the portfolio of products offered to your customers. How many of these do you operate vs. those operated by third party suppliers?

181; 79 by third party supplier.

14. If you use third party suppliers, please provide detail on your contractual relationship with them, including liability insurance coverage, indemnification provisions, etc.

Please see **Attached 8**. Individual vendor's information is available upon request. Liability insurance coverage are \$1M additionally insured.

15. Please explain any extra services or unique aspects provided on your tour and activity offerings?

Narration in foreign language, free box lunch, etc.

Passengers have the ability to select from listening to a live guide narrating in English, or a choice of eleven pre-recorded languages through complimentary headsets. Hop-on, hop-off access allows the flexibility to create your own tour of New York City. Other tours include both double-decker bus and boat cruises, lunch at landmark restaurants, and special VIP access moves to front of the line at any stop along our routes.

16. Do you utilize driver/guide, driver + guide, or electronic narration for your tours? If it differs by language, tour or vehicle, please explain.

We offer both driver+guide AND driver+electronic narration. All double-decker tours have driver+guide and electronic narrations are equipped.

17. If you use electronic narration, is it driver or GPS triggered? If GPS, is it include bi-directional triggers?

Yes, it is GPS triggered. Yes, it includes bi-directional triggers. The tracking system is much smarter than a standard GPS application as it maps the precise location of the vehicle using known reliable location points and digital mapping software with the on-bus gyro to precisely locate the vehicle and ensure that the right commentary is played in the right place.

The driver interface is simple to operate while providing complete control of the tour and also offering diversion commentary and alternate routes.

The passenger sound modules provide high quality audio and have a simple twoline screen and twin jack sockets for pairs of seats. The system is capable of providing up to 24 language in the can.

The audio systems also come with Tour Management Software which makes it easy for us to create and upload commentary sections using a simple timeline. Individual sections can be edited and replaced and fillers can be created which can be triggered to deal with any diversions off the main route. The system also comes with a full diagnostic function which identifies any faulty or damaged seat units that may require attention.

18. Do you currently operate HopOn HopOff services? If yes, please describe to include number, type and age of vehicles, number of stops, frequency, etc.

See vehicle list attached.

Up Town Tour has 23 stops, Down Town has 19 stops, Night Loop has 4 stops, Brooklyn Tour has 8 stops, Bronx Tour has 2 stops.

Frequency – 10 to 15 mins.

19. What was your passenger count in 2015, broken down by quarter?

Jan – Mar, 2015 183,711

Apr – Jun, 2015 457,669

Jul – Sep, 2015 582,451

Nov – Dec, 2015 392,889

Total 2015 – 1,616,720

20. Were your profitable in 2014 and 2015?

Yes.

21. Please describe your safety and maintenance programs.

Please see **Attached manual**.

22. Please explain the value proposition your company uses to differentiate itself in the market.

Gray Line New York provides the widest range of services for visitors and locals alike. Our discount packages such as the FreeStyle Pass allow a generic ticket to be accepted at ALL participating venues, which means the customer has the flexibility to choose which attractions and live events to experience even after the purchase of their tickets. Our bundled packages combine the most popular attractions for customers to experience at the lowest prices if they were to purchase them separately. Our convenient visitors centers located throughout

Manhattan together with a knowledgeable and courteous call center provide the ease of access to purchase tickets, answer questions with a live person.

23. Please describe the, including their roles, for each key contact operating the Gray Line business.

Mark Marmurstein – President

Paul Seeger – Senior Executive Vice President

Jim Murphy – Vice President

24. How many brochures do you print each year? When are they printed? How are they distributed?

2M. They are printed quarterly. Brochures are distributed at our visitors center, through Sales Associates on the street, at information centers throughout NYC, via tour operators/travel agents and other sales affiliates by request.

25. Who do you consider to be your biggest competitors and why?

We compete with each dollar spent in NYC. With so much activities in NYC, our business is not a lateral industry-specific competition. If asked which “double-decker bus company” we compete with? The answer would be Big Bus New York and Open Loop.

26. How do you differentiate your products and service from your competitors?

We are a family operated company with 90 years of experience providing the largest double-decker bus fleet in the world. Our discount packages offer big value and exceptional savings unlike any other operator in New York City. Our hop-on, hop-off tours are available in eleven prerecorded languages, as well as with a live English guide. Our knowledgeable and friendly staff on call and SoME respond to questions and concerns nearing 24/7. Our product and services are multiple award-winners to credit our ongoing level of excellence. We see our business as an essential fabric of NYC, not just a revenue generating operator. We proactively solicit opportunities to provide support/assistance to all city needs within our capabilities. We give back to the city weekly/monthly services to underprivileged children/senior citizens who may not have the financial means to experience our services.

27. Please provide a copy of the Terms and Conditions and the Privacy Policy from your web site. Do you maintain a database of travel agents, consumers or partners that have opted in to receive email communications from you?

This Agreement Regarding Use of Gray Line New York's Services and Web Site(s) is a legally binding contract between you ("You" or "Your") and Twin America, LLC, d/b/a Gray Line New York, including its affiliated companies (collectively, "Gray Line New York," "We," "Us" or "Our") regarding Your visit to and use of Gray Line New York's web sites (the "Site(s)") and Your use of the various products and services that can be purchased on the Sites or are otherwise referenced on the Site(s).

Among other things, this Agreement includes an Alternative Dispute Resolution ("ADR") Requirement that applies to any and all disputes and claims (including any legal disputes and claims) that may arise between You and Us. By accessing the Site(s), You indicate Your acknowledgment and acceptance of this Agreement, including the ADR Requirement. Without limiting the foregoing, You acknowledge and agree that the use of the Site(s) is unauthorized in any jurisdiction that does not give effect to all provisions of this Agreement, including without limitation the ADR Requirement.

Permitted Use of the Site(s)

By using the Site(s), You agree at all times to use the Site(s) lawfully consistent with this Agreement.

Age Requirements

In order to purchase the products and services using the payment method displayed on the Site(s), you must be 18 years of age or over. By using the Site(s), You confirm that You possess the legal authority to enter into the conditions of use for the Site(s), including instructing Gray Line New York to collect any payments from a credit or debit card, and to use the Site(s) in accordance with all terms and conditions. You confirm that all information supplied by You in using the Site(s) is true and accurate.

Passwords/Logins

Certain portions of the Site(s) may be protected by passwords or require a login. If You have been given a password or other PIN for access to non-public areas of the Site(s), You are solely responsible for all activities occurring in connection with or originating from such password or PIN. You should take steps to protect the confidentiality of such password or PIN and notify Gray Line New York immediately if You become aware of any disclosure, loss, theft or unauthorized use.

Credit Card Payments

All payment transactions are handled by Gray Line New York. Your credit/debit card and related personal details are collected by Gray Line New York in order to process your order.

You agree that You are responsible for all charges incurred by Your use of the Site(s), including all bookings. You expressly authorize Gray Line New York to charge the credit card provided by You or listed on Your account for any outstanding fees or costs due to Gray Line New York. If the credit/debit card holder for bookings is not You, it will be Your responsibility to ensure that You have the card holder's consent before entering any related details, and that such details when entered are true.

Improper Use of the Site(s)

You shall not attempt to gain access to the Site(s) through any means not intentionally made available by Us for Your specific use. You shall not interfere with or disrupt the Site(s) or servers or networks connected to the Site(s). You shall not upload onto the Site(s), or otherwise use the Site(s) or any products or services provided by Us for, any destructive or unlawful purposes including, but not limited to, the dissemination of any information or material, including without limitation: computer viruses; advertising or promotional material; solicitations; libelous or inflammatory materials; pornographic or obscene information; invasion of privacy or collection or use of other users' data; stalking or harassment; abuse; tortious conduct; hateful or racially, ethnically or otherwise objectionable material; or any works infringing upon the patents, copyrights, trademarks, trade secrets or other proprietary rights of third parties. You shall not

download any portion of the operating software for the Site(s) or otherwise control its operation. You shall not reproduce, duplicate, copy, sell, resell or exploit for any commercial purposes, any portion of the Site(s) or any products or services referenced on the Site(s).

IMPROPER USE OF THE SITE(S) OR THE INFORMATION, PRODUCTS OR SERVICES OFFERED ON THE SITE(S) MAY RESULT IN CIVIL AND CRIMINAL LIABILITIES.

Cookie/Tracking Technology

The Site may use cookie and tracking technology depending on the features offered. Cookie and tracking technology are useful for gathering information such as browser type and operating system, tracking the number of visitors to the Site, and understanding how visitors use the Site. Cookies can also help customize the Site for visitors. Personal information cannot be collected via cookies and other tracking technology, however, if you previously provided personally identifiable information, cookies may be tied to such information. Aggregate cookie and tracking information may be shared with third parties.

This Site may leverage Googly Analytics, and similar analytics and/or internet-based advertising tools through cookies. You can learn more about how Google uses data when you use their partners' sites or apps here. The Site may use the following features in conjunction with Google Analytics: Remarketing with Google Analytics, Google Display Network Impression Reporting, and Google Analytic Demographics and Interest Reporting.

Trademark notice

All trademarks and service marks used on the Site(s) belong to Gray Line New York, except third party trademarks and services marks, which are the property of their respective owners. You are not authorized to use any such trademarks without Gray Line New York's or their respective owners' prior written consent.

Copyright notice

All information, data, text, software, music, sound, photographs, graphics, audio, video, messages or other materials, whether publicly posted or privately transmitted, are the exclusive property of Gray Line New York or its third party licensors, and are protected by international copyright laws and other intellectual property rights. You may download or print individual pages of the Site(s) for Your personal use; provided that You do not modify or delete any of copyright and other proprietary notices on those pages.

Disclaimers

This information published on the Site(s), including links to other sites, is provided as a convenience to visitors and should be used for information purposes only. While We use all reasonable efforts to ensure that the information contained on the Site(s) is current, accurate and complete at the date of publication, no representations or warranties are made (express or implied) as to the reliability, accuracy or completeness of such information, or as to the reliability, accuracy or completeness of information on linked sites. We are not liable for any loss

arising directly or indirectly from the use of, or any action taken in reliance on, any information appearing on the Site(s). THE INFORMATION ON THE SITE(S) IS PROVIDED "AS IS" AND "AS AVAILABLE" WITHOUT ANY WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT, QUIET ENJOYMENT, FITNESS FOR A PARTICULAR PURPOSE, SECURITY OR ACCURACY. UNDER NO CIRCUMSTANCES WILL GRAY LINE NEW YORK BE LIABLE IN ANY WAY FOR ANY INFORMATION, INCLUDING, BUT NOT LIMITED TO, FOR ANY ERRORS OR OMISSIONS IN ANY INFORMATION, OR FOR ANY LOSS OR DAMAGE OF ANY KIND INCURRED AS A RESULT OF THE USE OF ANY INFORMATION POSTED, EMAILED OR OTHERWISE TRANSMITTED VIA THE SITE(S). YOU AGREE THAT GRAY LINE NEW YORK AND ANY OF ITS RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, OR AGENTS WILL NOT BE LIABLE WHETHER IN CONTRACT, TORT, STRICT LIABILITY OR OTHERWISE, FOR ANY INDIRECT, PUNITIVE, SPECIAL, CONSEQUENTIAL OR INCIDENTAL DAMAGES (INCLUDING WITHOUT LIMITATION LOST PROFITS, COST OR PROCURING SUBSTITUTE SERVICE OR LOST OPPORTUNITY) ARISING OUT OF OR IN CONNECTION WITH THE USE OF OR THE DELAY OR INABILITY TO USE THE SITE(S) OR ANY OF THE PRODUCTS, SERVICES OR LINKS OFFERED ON THE SITE(S), EVEN IF GRAY LINE NEW YORK IS MADE AWARE OF THE POSSIBILITY OF SUCH DAMAGES.

Availability of Site(s)

We reserve the right at any time and from time to time to modify or discontinue, temporarily or permanently, the Site(s) or any products or services offered on the Site(s) without notice. You agree that We shall not be liable to You or to any third party for any modification, suspension, discontinuance or unavailability of the Site(s) or any products or services offered on the Site(s).

Modifications to the Content and Product Offerings on the Site(s)

We reserve the right to make changes or corrections, alter, suspend or discontinue any aspects of the Site(s) or the content or the products or services available through the Site(s) without prior notice. However, We will honor any existing bookings or provide a refund in the event of unavoidable cancellations.

Promotion of Services

The purpose of the Site(s) is to solely advertise and promote consumer services provided by Gray Line New York. Nothing in the Site(s), including any statements regarding Gray Line New York's expectations or beliefs, constitutes a solicitation to buy stock or securities, and no statement or information included in the Site(s) is intended as a prediction of Gray Line's future profitability or business results, or should be construed as such a prediction.

Indemnification For Claims Relating to Your Use of the Site(s)

As a condition of Your permitted use of the Site(s), You agree to indemnify and hold Gray Line New York and its subsidiaries, affiliates, officers, agents, licensors, co-branders or other partners, and employees, harmless from any claim or demand, including reasonable attorneys' fees, made by any third party due to or arising out of any information that You submit, post to

or transmit through the Site(s), Your use of or connection to the Site(s), Your violation of this Agreement, or Your violation of any rights of a third party.

Lost or Stolen Property

We shall not be responsible for any lost or stolen property, regardless of whether property is lost or stolen in connection with Your use of the Site(s) or any other service provided by Gray Line New York.

Alternative Dispute Resolution ("ADR") Requirement

(a) By using the Site(s) and any services obtained through the Site(s), including the purchase or use of tickets, You and Gray Line New York agree to resolve any and all disputes and claims (all disputes and claims are referred to below as "Claims") that may arise between us in individual binding arbitration, as enforceable under Section 2 of the United States Federal Arbitration Act (the "ADR Requirement"). Except as stated in paragraph (e) below, this ADR Requirement applies to every aspect of the relationship between You and Gray Line New York, including any Claims that either of us may have in contract, tort, or under any other legal theory, and including without limitation Claims for personal injury, property damage, or any other kind of damage, loss or wrong. By agreeing to arbitration, You and Gray Line New York are giving up the right to sue one another in court and to have a trial before a judge or jury.

(b) It is an essential term of this ADR Requirement that both You and Gray Line New York may seek remedies only for their own individual Claims, that neither you nor Gray Line New York shall have any right or option to have any Claim heard as a class action or in any other proceeding in which either of You or Gray Line New York acts or proposes to act in a representative capacity, and that no arbitration shall be combined with another arbitration or other proceeding without the prior written consent from both you and Gray Line New York. This limitation is called a "class action waiver." Because the class action waiver is an essential part of this ADR Requirement, this requirement shall be null and void with respect to any Claim with for which the class action waiver is limited or determined to be unenforceable, and such Claim may only be brought in court.

(c) You and Gray Line New York agree that the substantive law for deciding all Claims between us shall be the law of the State of New York, without regard to New York's choice of law rules. You further agree that the statute of limitations for any Claim You may have against Gray Line New York, or that Gray Line New York may have against You, shall be one year; in other words, if You have any Claim against Gray Line New York, You must assert it in arbitration within one year from the date the claim arose, and any Claims not brought within such period of time shall be deemed waived. The same time limitation applies to any Claim Gray Line New York may have against You.

(d) You and Gray Line New York agree that any arbitration shall be conducted before the American Arbitration Association (the "AAA") (using the AAA's Supplementary Procedures for

Consumer-Related Disputes and the AAA's Commercial Arbitration Rules Expedited Procedures, if applicable), in English, at a location in New York County (Manhattan), New York State, United States of America. A copy of the AAA's arbitration rules, including directions for filing a request for arbitration, is available through the AAA at 1633 Broadway, 10th floor, New York, NY 10019 (phone: 1-800-778-7879), or on line at .

(e) Notwithstanding any other terms of this ADR Requirement, You and Gray Line New York agree that either of us may litigate any Claim in the small claims court of New York County (Manhattan), New York, if the Claim meets all requirements to be heard in that court, but if such a Claim is transferred, removed or appealed to a different court, you and Gray Line will each have the right to require that the Claim be arbitrated pursuant to this agreement.

(f) You and Gray Line New York agree that, if either you or Gray Line New York commence an arbitration against the other, arbitration costs, including compensation for the arbitrator(s), shall be split between us according to AAA rules. Additionally, the prevailing party in any arbitration proceeding commenced pursuant to this ADR Requirement shall be entitled to be reimbursed for its reasonable attorneys' fees.

(g) If You do not agree to resolve all Claims between us as required by this Alternative Dispute Resolution Requirement, You may return your ticket prior to using it (or cancel an online purchase), and provide Gray Line New York with a statement that you do not agree to be bound by this ADR Requirement, and Gray Line New York will refund the price of your ticket or cancel your online purchase. Notwithstanding the foregoing, this ADR Requirement will be effective for any and all other Claims relating in any way to the use of the Site(s).

Contacting Us

We hope that You find the Site(s) to be useful and easy to use. If You have any questions, comments or suggestions, please contact Gray Line New York. See the "Contact Us" page of the Site(s) for details.

General

Failure or delay by Us to enforce an obligation or exercise a right under these terms and conditions does not constitute a waiver of that obligation or right. Gray Line New York reserves the right to seek all remedies available at law and in equity for violations of this Agreement, including the right to block access from a particular Internet address to the Site(s).

If any provision or term of these terms and conditions shall become or be declared illegal, invalid or unenforceable for any reason whatsoever, such term or provision shall be divisible from the other terms and conditions and shall be deemed to be deleted from them.

Gray Line New York reserves the right to modify the terms of this Agreement at any time in its sole discretion by posting a change notice to this page

Yes.

28. Are your promotional emails Can-Spam compliant?

Yes.

29. Please provide a copy of the emails from your most recent email marketing campaigns.

Please see **Attached 9**.

30. Please describe the training curriculum/process for your drivers, guides, sales and customer contact teams.

Please see **Attached Safety and Training Manual**.

Attached 1

Attached 1

	Contact Name	Email Address	Telephone Number
General Mgmt.:	Mark Marmurstein	MMarsurstein@newyorkstightseeing.com	212-445-7550
Financial:	Frank Rago	FRago@newyorkstightseeing.com	212-445-7563
eCommerce:	Christina Petrino	Christina.Petrino@newyorkstightseeing.com	212-812-9000, ext. 233
Marketing:	David Chien	David.Chien@newyorkstightseeing.com	212-445-7562
Sales:	Elaine Kellogg	Elaine.Kellogg@newyorkstightseeing.com	212-445-7556

Attached 2

Attached 2

<u>NAME</u>	<u>ADDRESS</u>	<u>EMAIL</u>	<u>TELE NO</u>
ROSS KINNENAR	COACHUSA 160 S RT 17 PARAMUS, NJ 07652	Ross.kinnear@coachusa.com	201.225.7500
LINDA BURTWISTLE	COACHUSA 160 S RT 17 PARAMUS, NJ 07652	linda.burtwistle@coachusa.com	201.225.7500
JAZMINE ESTACIO	COACHUSA 160 S RT 17 PARAMUS, NJ 07652	jazmine.estacio@coachusa.com	201.225.7500
MARK MARMURSTEIN	TWIN AMERICA, LLC 1430 Broadway, Suite 507 New York, NY 10018	mmarmurstein@newyorkstseeing.com	212.445.7550
PAUL SEEGER	TWIN AMERICA, LLC 1430 Broadway, Suite 507 New York, NY 10018	pseeger@newyorkstseeing.com	212-445-7500, ext 237
PAUL FRUCHTHANDLER	TWIN AMERICA, LLC 1430 Broadway, Suite 507 New York, NY 10018	pf@twinamerica.com	212.445.7500, ext. 236

Attached 3

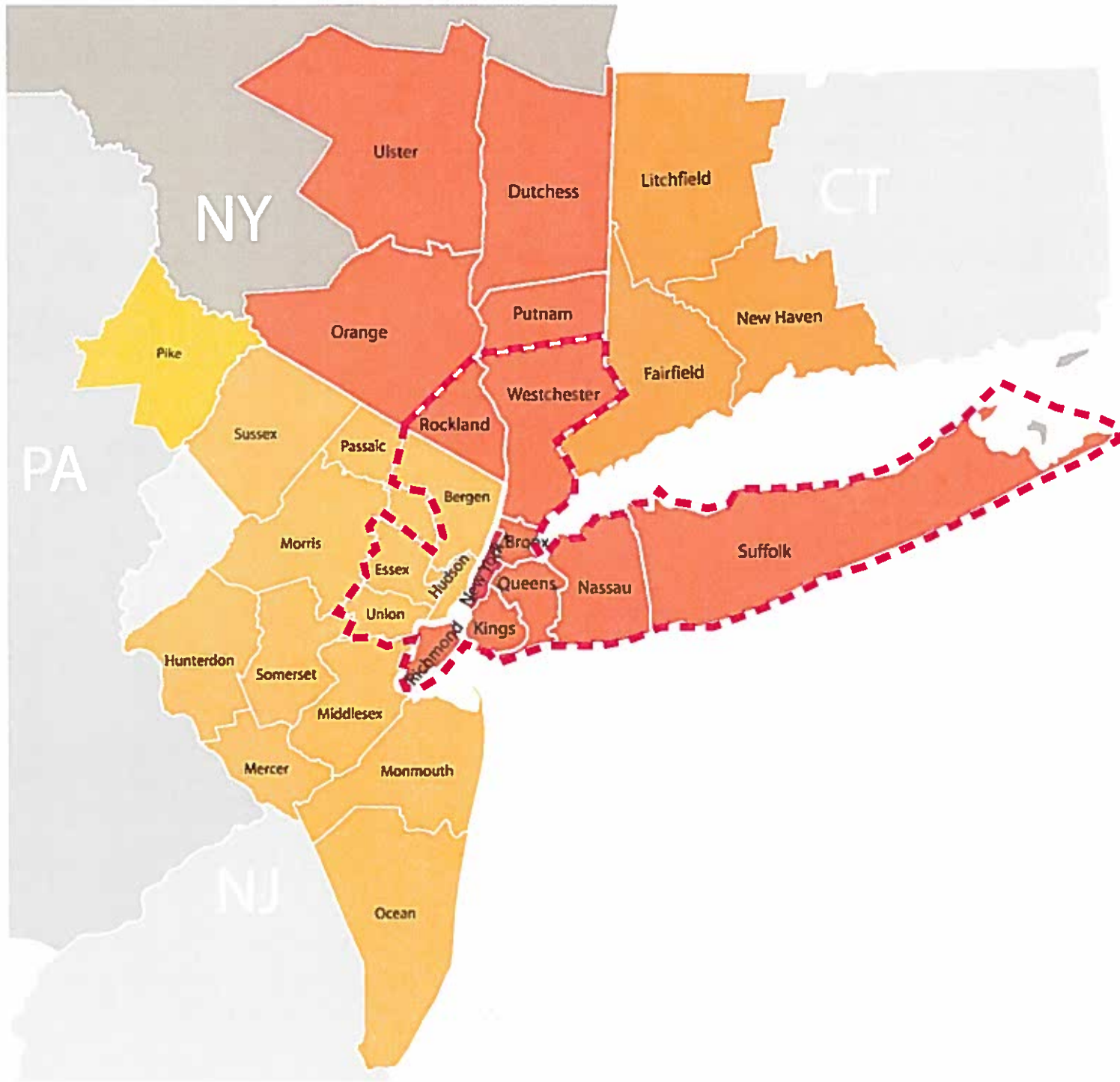
Attached 3

Alexanders 2001 - 2006
Freightliners 2004 - 2006

	BUS#	YEAR	MAKE
1	71301	2001	ALEXANDER
2	71303	2001	ALEXANDER
3	71305	2001	ALEXANDER
4	71306	2001	ALEXANDER
5	71309	2001	ALEXANDER
6	71310	2001	ALEXANDER
7	71314	2001	ALEXANDER
8	71317	2001	ALEXANDER
9	71323	2001	ALEXANDER
10	71325	2001	ALEXANDER
11	71326	2001	ALEXANDER
12	71328	2001	ALEXANDER
13	71329	2001	ALEXANDER
14	71330	2001	ALEXANDER
15	71333	2001	ALEXANDER
16	71334	2001	ALEXANDER
17	71335	2001	ALEXANDER
18	71336	2001	ALEXANDER
19	71340	2001	ALEXANDER
20	71400	2000	GILLI
21	71401	2000	GILLI
22	71402	1998	GILLI
23	71403	2000	GILLI
24	71404	2000	GILLI
25	71405	2000	GILLI
26	71406	2000	GILLI
27	71407	2000	GILLI
28	71408	2000	GILLI
29	71409	2000	GILLI
30	71410	2000	GILLI
31	71411	2000	GILLI
32	71500	2005	ALEXANDER
33	71501	2004	ALEXANDER
34	71502	2004	ALEXANDER
35	71503	2004	ALEXANDER
36	71504	2004	ALEXANDER
37	71505	2004	ALEXANDER
38	71506	2004	ALEXANDER
39	71507	2004	ALEXANDER
40	71508	2004	ALEXANDER
41	71509	2004	ALEXANDER
42	71510	2004	ALEXANDER
43	71511	2004	ALEXANDER
44	71512	2004	ALEXANDER
45	71513	2004	ALEXANDER
46	71514	2004	ALEXANDER
47	71515	2004	ALEXANDER
48	71516	2004	ALEXANDER
49	71517	2004	ALEXANDER
50	71518	2004	ALEXANDER
51	71519	2004	ALEXANDER
52	71600	2006	ALEXANDER
53	71601	2006	ALEXANDER
54	71602	2006	ALEXANDER
55	71603	2006	ALEXANDER
56	71604	2006	ALEXANDER
57	71605	2006	ALEXANDER
58	71606	2006	ALEXANDER
59	71607	2007	ALEXANDER
60	71608	2007	ALEXANDER
61	71609	2007	ALEXANDER
62	71610	2007	ALEXANDER
63	71611	2007	ALEXANDER
64	71612	2007	ALEXANDER
65	801	2004	FREIG
66	802	2004	FREIG
67	803	2005	FREIG
68	804	2005	FREIGH
69	805	2005	FREIGH
70	807	2005	FREIG
71	808	2005	FREIG
72	809	2005	FREIGH
73	810	2005	FREIG
74	811	2006	FREIG
75	812	2006	FREIG
76	814	2006	FREIGH

77	816	2006	FREIG
78	831	2006	FREIG
79	832	2006	FREIG
80	833	2006	FREIG
81	835	2006	FREIG
82	841	2000	GIL
83	842	2000	GIL
84	843	2000	GIL
85	847	2000	GIL
86	880	1994	NEWFLYER
87	881	1994	NEWFLYER
88	883	1994	NEWFLYER
89	884	1994	NEWFLYER
90	886	2000	GIL
91	891	2006	FREIGH
92	894	2006	FREIGH
93	895	2006	FREIGH

Attached 4



Attached 4

Gray Line City Sightseeing Visitor Centers

Visitor Center at 777 8th Ave.

(btw. 47th & 48th St.)

7am-8pm

Visitor Center at Empire State Building

350 5th Avenue (between 34th & 33rd St.)

New York, NY 10118

7am-12am

Visitor Center at Madame Tussauds

234 West 42nd St. (btw 7th & 8th Ave)

8am-8pm

Visitor Center at Port Authority Bus Terminal

42nd St. (btw. 8th & 9th Ave.)

7am-7pm

Visitor Center at Planet Hollywood

1540 Broadway (at 45th Street)

9am-6pm

Visitor Center at 'NYC GIFTS & LUGGAGE'

381 5th Ave. (btw 35th & 36th St.)

9am-4pm

Visitor Center at Unlimited Jeans

401 Broadway (1 block south of Canal St in Tribeca)

9:30am-2pm

Visitor Center at NY Loves Us Gifts & Souvenirs

30 Vesey St. Corner of Church St.

9am-4pm

Visitor Center at LOL Standup Comedy

711 7th Avenue (btw 47th & 48th Street)

9am-7pm

Visitor Center at One World Observatory @

Brookfield Place

230 Vesey Street 2nd floor

(btw West Street and North End Ave.)

9am-9pm

Attached 4

NYC Hotels

<u>Hotel</u>	<u>Address</u>	<u>Location</u>	<u>Zip Code</u>
Algonquin Hotel	59 W. 44 th St.	B/w 5th & 6th Ave.	10036
Cassa Hotel	70 W. 45th St.	45th St. B/w 5th & 6th Ave.	10036
Conrad Hotel	102 North End Ave.	b/w Murry & Vesey	10282
Courtyard by Marriott East	866 3rd Avenue	53rd & 3rd Ave	10022
Courtyard Marriott 40 th St.	114 W. 40th St.	B/w 6th & 7th Ave.	10018
Courtyard West 37th St.	307 W. 37th St.	B/w 8th and 9th Ave.	10018
Crowne Plaza Times Square	1605 Bdwy	B/w 48th & 49th St.	10019
Double Tree Guest Suites	1568 Bdwy	B/w 46th & 47th on Bdwy	10036
Double Tree Metropolitan	569 Lex.	51st & Lexington Ave.	10022
DT Times Square South 36th St.	341 W. 36th St.	B/w 8th & 9th Ave.	10018
Dumont NYC Hotel	150 E 34th St	b/W 3rd and Lex	10016
Element Hotel	311 W. 39 th St.	B/w 8th & 9th Ave.	10018
Fairfield Inn Times Sq.	330 W. 40th St.	B/w 8th & 9th Ave.	10018
Fifty NYC Hotel	155 E 50th St	b/W 3rd and Lex	10022
Four Points Time Sq.	326 W. 40th St.	B/w 8th & 9th Ave.	10018
Hampton Inn Time Sq.	851 8th Ave.	8th Ave b/w 51st & 52nd St.	10019
Hilton Fashion 26 th St.	152 W. 26 St.	26st b/w 6th & 7th Ave.	10001
Hilton Garden Inn 35th.	63 W. 35th St.	35th b/w 5th & 6th Ave.	10001
Hilton Garden Inn Time Sq.	790 8th Ave.	8th Ave b/w 48th & 49th St.	10019
Hilton Garden Inn TS Central	136 West 42nd street	42nd b/w Broadway & 6th	10036
Holiday Inn Financial District	99 Washington Street	at Rector Street	10006
Homewood Suites	312 W 37th St	B/w 8th and 9th Ave.	10018
Hotel Belleclaire	250 W. 77 St.	77 St. B/w Bdwy & W. End Ave	10024
Marriott Central Park (1717)	1717 Bdwy (54 St.)	54 St. B/w 7th & 8th Ave.	10019
Millenium Hilton	55 Church St.	Fulton & Church St.	10007
Marriott Marquis Times Square	1535 Broadway	Broadway & 46th	10036
Michelangelo Hotel	152 West 51 st Street	51 st b/w 7 th & 6 th	10019
NYLO	222 W. 77 th St.	B/w Amsterdam Ave. & Bdwy	10024
Paramount	235 W. 46th St.	B/w 8th & Bdwy	10036
Park Central	870 7th Ave.	55th St. & 7th Ave.	10019
Park Lane	36 Central Park South	59th St. b/w 5th & 6th Ave.	10019
Renaissance NY Hotel 57	130 E 57th St	B/W Lex & Park	10022
Residence Inn - East 48 St.	148 E. 48th St.	48th St. b/w Lex. & 3rd Ave.	10017
Residence Inn - Time Sq.	1033 6th Ave.	39th St. & 6th Ave.	10018
Row NYC	700 8 th Ave.	44th St. & 8th Ave.	10036
Sheraton Tribeca	370 Canal St.	Between Church St. and W. Bdwy	10013
Staybridge Hotel	340 W. 40th St.	B/w 8th & 9th Ave.	10018
The Lexington Hotel	511 Lex. Ave.	48th & Lexington Ave.	10017
The Manhattan Hotel	790 7th Avenue	B/w 52nd & 51st	10019
The Refinery	63 W. 38th St.	38th St. b/w 6th and 7th Ave.	10008
Wellington Hotel	871 Seventh Ave.	7th Ave. B/w 56th & 57th St.	10019

Attached 5

AGENT
(Name & Place of business)
ARTHUR J GALLAGHER RISK MGMT SVC

250 PARK AVE FL 3

NEW YORK, NY 10177-0506
(212)994-7100 FAX: (212)994-7045

INSURED
(Name & Residence or business)
TWIN AMERICA, LLC
JMB Property, LLC
1430 Broadway Rm 507
New York, NY 10018-3064

Account #: _____ **SCHEDULE OF POLICIES** Quote Number: _____
(continued)

POLICY PREFIX AND NUMBER	EFFECTIVE DATE OF POLICY	INSURANCE COMPANY AND GENERAL AGENT	COVERAGE	MINIMUM EARNED PERCENT	POL TERM
025032281	05/01/2016	LEXINGTON INSURANCE CO RISK SPECIALIST CO. INSURANCE AGENC	PROPERTY	30.00%	12
025032289	05/01/2016	LEXINGTON INSURANCE CO RISK SPECIALISTS CO. INS. AGENCY	PHYSICAL DAMAGE	30.00%	12
BA-16-05-00061	05/01/2016	STARNET INSURANCE CO BERKLEY AVIATION	AVIATION	0.000%	12
IPG935298B	05/01/2016	GENERAL STAR INDEMNITY CO RISK PLACEMENT SERVICES, INC.	DIFFERENCE IN CONDITION	0.000%	12
PENDING	05/01/2016	EVANSTON INSURANCE CO CRC	EXCESS LIABILITY	25.00%	12
PENDING	05/01/2016	LEXINGTON INSURANCE CO CRC	PACKAGE	35.00%	12
PENDING	05/01/2016	GREAT AMERICAN ASSURANCE CO CRC	PACKAGE	0.000%	12
PENDING	05/01/2016	AMERICAN GUARANTEE & LIABILITY INS CRC	LIABILITY	25.00%	12
PENDING	05/01/2016	STARR SURPLUS LINES INSURANCE CO RISK PLACEMENT SERVICES, INC.	PROPERTY	0.000%	12
RAD943766003	05/01/2016	XL SPECIALTY INSURANCE CO	AUTO LIABILITY	0.000%	12
RWD943541603	05/01/2016	XL SPECIALTY INSURANCE CO	WORKMENS COMP	0.000%	12
SAB0047488	05/01/2016	INDIAN HARBOR INSURANCE CO CRC	PACKAGE	25.00%	12
ST 8058522	05/01/2016	AIG SPECIALTY INSURANCE COMPANY	LIABILITY	0.000%	12

Broker Fee:

TOTAL:

Attached 6

Company	Contact Name	Contact email address	Contact telephone number	Type of business relationship	Length of business relationship
Viator	Tim Lewis	tim@viator.com	415 503 3910	Client	15 years
Expedia	Griffin Hanbury	gbanbury@expedia.com		Client	15 years
LibGo / Flight Centre	Mark Shapiro	ShapiroM@libgotravel.com	201-934-3650	Client	20+ years

Attached 7

Frank Raggo

From: Richard Kerekes
Sent: Wednesday, July 06, 2016 12:37 PM
To: Frank Raggo
Subject: FW: List of Active Affiliations

Broadway League
NYC & Company
US Travel Assn.
ABA
NTA
SYTA
Brooklyn Chamber of Commerce
Downtown Alliance
IITA
HSMAl

Attached 8

Attached 8

Twin America 3rd Party Vendors
9/11 Tribute Center
Alternative Street Art Tour
Amadeo
American Museum Natural History
Applebees
Body Worlds Pulse
Broadway Walking Tour
Brooklyn Museum/Botanical Garden
Brooklyn Navy Yard Tour-Present Future Tour
Buca di beppo
Central Park Walking Tour
Circle Line
Cloisters Museum
Dave and Busters
El Museo del Barrio
ESB
Greenwich Village Tour
Grotta Azzura
Ground Zero Workshop
Guggenheim Museum
Highlights of Midtown Tour
Highline, Chelsea, Midtown Tour
Intrepid Sea Air & Space
Lincoln Center
Lower Manhattan Walking Tour
Madame Tussauds
Madison Square Garden
Metropolitan Museum
Museum of Modern Art
Museum of the City of NY
New York Water Taxi
NY Historical Society
NYC Slavery Tour
On Location Tours
One World Observatory
Planet Hollywood
Potbelly Sandwich Shop
Radio City
Ripleys Believe It or Not
Senor Frogs
Soho Little Italy Tour
South Bronx Renaissance Tour
Star Wars-The Power of Costume
Staute Of Liberty
The TOUR
Top of Rock Observatory
Whitney Museum, The
Woodbury Common

Attached 9



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Addition Documents



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
6/22/2016

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Arthur J. Gallagher Risk Management Services, Inc. 250 Park Avenue 3rd Floor New York NY 10177	CONTACT NAME: Tanya Stephenson PHONE (A/C, No, Ext): 212-994-7100 E-MAIL ADDRESS: tanya_stephenson@ajg.com FAX (A/C, No): 212-994-7047														
INSURED Twin America, LLC 1430 Broadway, 5th Floor New York, NY 10018	<table border="1"><thead><tr><th>INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr></thead><tbody><tr><td>INSURER A : XL Specialty Insurance Company</td><td>37885</td></tr><tr><td>INSURER B : Lexington Insurance Company</td><td>19437</td></tr><tr><td>INSURER C :</td><td></td></tr><tr><td>INSURER D :</td><td></td></tr><tr><td>INSURER E :</td><td></td></tr><tr><td>INSURER F :</td><td></td></tr></tbody></table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : XL Specialty Insurance Company	37885	INSURER B : Lexington Insurance Company	19437	INSURER C :		INSURER D :		INSURER E :		INSURER F :	
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INSURER D :															
INSURER E :															
INSURER F :															

COVERAGES

CERTIFICATE NUMBER: 1188450815

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
B	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input checked="" type="checkbox"/> LOC OTHER:	Y		015375583	5/1/2016	5/1/2017	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$300,000 MED EXP (Any one person) \$N/A PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$1,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 \$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	Y		RAD943766003	5/1/2016	5/1/2017	COMBINED SINGLE LIMIT (Ea accident) \$2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A				PER STATUTE OTH-ER E L EACH ACCIDENT \$ E L DISEASE - EA EMPLOYEE \$ E L DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Gray Line Corporation is included as additional insured with respect to General and Automobile Liability Policies as evidenced herein where and to the extent required by written contract.

CERTIFICATE HOLDERGray Line Corporation
1835 Gaylord Street
Denver CO 80205**CANCELLATION**

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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Delaware

PAGE 1

The First State

I, JEFFREY W. BULLOCK, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THE ATTACHED IS A TRUE AND CORRECT COPY OF THE CERTIFICATE OF FORMATION OF "TWIN AMERICA, LLC", FILED IN THIS OFFICE ON THE SIXTH DAY OF MARCH, A.D. 2009, AT 2:21 O'CLOCK P.M.

4662561 8100

090244883

You may verify this certificate online
at corp.delaware.gov/authver.shtml




Jeffrey W. Bullock, Secretary of State
AUTHENTICATION: 7172528

DATE: 03-06-09

State of Delaware
Secretary of State
Division of Corporations
Delivered 02:27 PM 03/06/2009
FILED 02:21 PM 03/06/2009
SRV 090244883 - 4662561 FILE

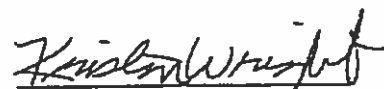
STATE of DELAWARE
LIMITED-LIABILITY COMPANY
CERTIFICATE of FORMATION

First: The name of the limited liability company is Twin America, LLC.

Second: The address of its registered office in the state of Delaware is 2711 Centerville Road, Suite 400 in the City of Wilmington, DE 19808. The name of its registered agent at such address is Corporation Service Company.

In witness whereof, the undersigned has executed this Certificate of Formation this 6th day of March, 2009.

By:


Authorized Person

Name: Kristen Wright

Consumer Affairs Sightseeing Bus License

Business Name:

GRAY LINE NEW YORK TOURS, INC.

DBA/Trade Name:

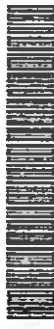
Business Address:

43 2ND AVE
BROOKLYN, NY 11215-3101

License Number: 1318996-DCA

Issued: 07/30/2014 Expires: 03/31/2016

Maximum # of Buses: 93



•153-2016-AMND•

New York City Department of Consumer Affairs
42 Broadway, New York, NY 10004



To file a complaint about this business, contact 311 or go to nyc.gov/consumers