

This Consulting Agreement (the "Agreement"), effective as of April 27, 2022, (the "Effective Date"), is between Stroudsburg Bus Terminal ("Client") and Greer Consulting, Inc. ("GCI").

1. Engagement; Services; Objective. Client hereby retains GCI as its Labor Relations Consulting Firm to provide Campaign Services in connection with the NLRB RC Petition filed at its Facility. GCI's services will consist of providing expert campaign guidance, education and communication support to the management and staff of Client in cooperation with the legal representation of the Facility.

2. Personal Services Engagement; Scope. The parties agree that pursuant to this agreement, GCI will provide the applicable Consulting Services under this Agreement with respect to the applicable NLRB petition.

3. Term; Termination.

3.1 Term. The term of this Agreement shall extend up to and including the day of the NLRB (yet to be determined) or Petition withdrawal and thereafter shall be extended for a time and fee subject to mutual written agreement.

3.2 Termination for Cause. If there is a material breach of this Agreement, including, without limitation, due to Client's failure to pay the Services Fee (as defined below) as it becomes due, or due to GCI's failure to provide the services described in paragraph #1, the non-breaching party shall give written notice thereof to the breaching party. If the breaching party does not, within 30 calendar days after receiving such written notice, either (a) cure the material breach or (b) if the material breach is not one that can reasonably be cured within 30 days, develop a mutually agreed upon plan to cure the material breach and diligently proceed according to the plan until the material breach has been cured, then the non-breaching party may terminate this Agreement for cause by written notice to the breaching party, after which the parties will have no further obligations under this agreement.

3.3 Termination Through Insolvency. Either party may immediately terminate this Agreement upon written notice to the other party in the event that (a) the other party becomes insolvent, enters into receivership, is the subject of a voluntary or involuntary bankruptcy proceeding, or makes an assignment for the benefit of creditors or (b) a substantial part of the other party's property is or becomes subject to any levy, seizure, assignment or sale for or by any creditor or governmental agency.

4. Fees.

The Client shall pay GCI a total of \$30,000 for the month of May & first week of June, 2022, as a fee ("Services Fee") in exchange for the Campaign Services defined in Section 1 of this Agreement.

The Services Fee may be paid via check or direct deposit to GCI. The Services Fee shall be due and payable by Client in accordance with this Section without regard to petition withdrawal or any other legally agreed upon reduction in the amount of days for the campaign. In addition, Client agrees to promptly reimburse GCI for its reasonable out-of-pocket expenses upon receipt of written expense reports and necessary receipts. Should there exist questionable charges on a billing, payment should be made on the billing less questionable charges. Questionable charges should be addressed to GCI within 10 days of receipt of billing. **Payment is due upon receipt.** All invoices unpaid after 30 days are subject to a 10% fee. If this agreement is terminated for cause based on failure to provide services per 3.2, there will be a prorated fee calculated.

5. Information. Client will provide GCI with access to the management facilities, and workforce of Client. Client will furnish GCI with such information as GCI may reasonably request for the purpose of carrying out its assignment hereunder. In the course of performing the Services, GCI may be required to use, create, receive, disclose or maintain sensitive and personal information about Client's operations and workforce, including information relating to financial, health care, and family related matters. GCI shall treat all such information, whether or not in written or documented form, as Confidential Information. As used in this Agreement, the term "Confidential Information" shall mean any information which is either marked "Confidential," "Proprietary" or in some other manner to indicate its confidential nature, or which would reasonably be construed as being confidential in light of the nature of the Services being provided. Confidential Information may also include information obtained by observation and oral information disclosed by one party to the other pursuant to this Agreement. GCI agrees to: (i) treat as confidential all Confidential Information of Client, (ii) not use such Confidential Information except as authorized herein or otherwise authorized in writing, (iii) implement reasonable procedures to prohibit the disclosure, unauthorized duplication, misuse or removal of Client's Confidential Information, (iv) not disclose such Confidential Information to any third party, and (v) only disclose the Confidential Information to those of its employees who need access to such information to exercise the rights and fulfill the obligations set forth herein. Without limiting the foregoing, GCI shall protect the Confidential Information using at least the same procedures and degree of care that it uses to prevent the disclosure of its own confidential information of like importance, but in no event less than reasonable care. Confidential Information shall not include information that (i) is in the possession of GCI prior to its receipt of such information from Client, (ii) is or becomes publicly available other than as a result of a breach of this Agreement, (iii) is or can be independently acquired or developed by GCI without violating any of its obligations under this Agreement, or (iv) is required to be disclosed in public under a subpoena, request for documents, or other

validly issued judicial or administrative process, provided that the party so required promptly notifies the other party of the receipt of process and permits the other party a reasonable opportunity to respond to such process (and, if the other party secures a protective order, such information shall remain Confidential Information to the extent therein specified.)

Client agrees that all Information contained in this Agreement is confidential and Client shall hold the same in confidence, shall not use the Confidential Information other than for the purposes of its business with GCI, and shall disclose it only to its officers, directors, counsel or employees with a specific need to know.

6. Miscellaneous.

6.1 Independent Contractors. For all purposes of this Agreement, each party will be and act as an independent contractor and neither party nor any of its affiliates or employees will be eligible for any employee benefits from the other party. Nothing contained in this Agreement will be construed to imply a partnership, joint venture, principal-agent, or employer-employee relationship between the parties. In the absence of express written authorization, neither party will have any power to create any obligation, express or implied, on behalf of the other party.

6.2 Non-solicitation. During the Term and for a period of twelve (12) months thereafter, neither party shall, either directly or indirectly, solicit for employment by itself or by any of its affiliates any employee or contractor of the other who, at the time of the solicitation is an employee or contractor of the non-soliciting party without such party's written consent.

6.3 Warranties. All Services rendered hereunder shall be performed in a professional, workmanlike manner in accordance with the terms of this Agreement. THE LIMITED EXPRESS WARRANTY OF GCI SET FORTH IN THIS SECTION 6.3 IS IN LIEU OF ALL OTHER WARRANTIES BY GCI, EXPRESSED OR IMPLIED, INCLUDING, WITHOUT LIMITATION, THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

6.4 Limitation of Liability. In no event shall either party be liable to the other party hereunder for any lost profits or other consequential, incidental, indirect, special or other similar damages, even if such party has been advised of the possibility of such damages, and in no event shall either party be liable to the other for exemplary or punitive damages.

6.5 Severability. The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement, which shall remain in full force and effect pursuant to the terms hereof.

6.6 Entire Agreement. This Agreement, and the other agreements and documents referred to herein, shall constitute the entire agreement among the parties with respect to the subject matter thereof and shall

supersede all previous negotiations, commitments and writings with respect to such subject matter.

6.7 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the jurisdiction of the State of New Jersey without regard to the principles of conflicts of laws thereof.

6.8 Amendment; Waiver. No amendment, modification or supplement to this Agreement shall be binding on any of the parties hereto unless it is in writing and signed by the parties in interest at the time of the modification. No provision hereof may be waived except by a writing signed by the party against whom any such waiver is sought. The waiver by any party of a breach of any provision of this Agreement shall not operate as or be construed as a waiver of any subsequent breach.

6.9 Non-assignability. Neither this Agreement nor any rights or obligations hereunder shall be assignable by a party to this Agreement without the prior, express written consent of the other party.

6.10 No Third Party Beneficiaries. This Agreement is solely for the benefit of the parties to this Agreement and should not be deemed to confer upon third-parties any remedy, claim, liability, reimbursement, claims or action or other right in excess of those existing without reference to this Agreement.

6.11 Headings. Titles and headings to sections in this Agreement are inserted for the convenience of reference only and are not intended to be a part of or to affect the meaning or interpretation of this Agreement.

6.12 Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original but together shall be deemed one and the same Agreement.

6.13 Exclusive Agreement. This Agreement is the complete and exclusive statement of the entire understanding of the parties regarding the subject matter hereof, and supersedes all previous agreements or understandings regarding the same, whether written or oral.

[Signature Page Follows]

Confidential

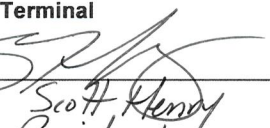
IN WITNESS WHEREOF, the undersigned have caused this Consulting Agreement to be executed by their duly authorized representative as of the date first set forth above.

Stroudsburg Bus Terminal

By:

Name:

Title:


Scott Hendry
President

Greer Consulting, Inc.

By:

Name: Jason Greer

Title: President

