

## SERVICES AGREEMENT

THIS SERVICES AGREEMENT (the "*Agreement*") is made and entered into as of the 9th day of September, 2023 (the "*Effective Date*") by and between The Westervelt Company ("*WESTERVELT*"), and TTL, Inc. ("*CONSULTANT*").

WHEREAS, WESTERVELT requires certain geotechnical services (the "*Services*") in connection with Westervelt Lumber Moundville, Hale County, Alabama and desires to contract with CONSULTANT to perform the Services; and

WHEREAS, CONSULTANT desires to perform the Services in accordance with the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the premises, the mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Services. CONSULTANT's services shall encompass geotechnical services necessary as specified in CONSULTANT Proposal No. 000230102722.00 Rev 1 dated August 23, 2023 and incorporated herein (the "*Scope of Work*"). The Services shall be performed by CONSULTANT in accordance with the Scope of Work and this Agreement. To the extent there is conflict between the Scope of Work and this Agreement, this Agreement shall control.

2. Personnel. CONSULTANT shall employ such personnel as may be necessary or required to perform the Services required hereunder in accordance with standards of the industry for the Services provided. CONSULTANT shall use a degree of professional care and skill in the performance of the Services hereunder in accordance with acceptable professional engineering industry practices that are in place at the time and relevant to the location in which Services are performed. CONSULTANT shall provide prompt written notice to WESTERVELT if CONSULTANT becomes aware (after the Term or otherwise) of any error, omission or inconsistency in the Services (including the Services) or information provided to WESTERVELT.

3. Changes in Services. WESTERVELT or CONSULTANT may request a change to the Scope of Work, including modification of the Services or the Services, by submitting such request in writing to the other party (a "*Change Order*"). Change Orders shall become effective only when executed by authorized representatives of both parties.

4. Term. This Agreement shall commence on the Effective Date and shall continue until the completion of the performance of all Services but no later than November 15, 2023; provided, however, that this Agreement may be terminated earlier in accordance with the termination provisions set forth in this Agreement:

5. Fees and Expenses. In consideration for the Services to be performed for WESTERVELT by CONSULTANT, WESTERVELT agrees to pay CONSULTANT a total fee for performance of the Services an amount not to exceed \$8,750. CONSULTANT shall be responsible for payment of all expenses incurred in the performance of the Services. Invoices shall be

in full by WESTERVELT within thirty (30) days of WESTERVELT's receipt thereof.

6. Representations, Warranties and Covenants of CONSULTANT. CONSULTANT represents, warrants and covenants that (a) the Services provided will be performed and delivered in a timely manner as required by the Scope of Work; (b) the Services provided will be performed, created and supervised by qualified personnel; (c) CONSULTANT will comply with all applicable federal, state and local laws and regulations in performance of the Services; (d) the Services will not violate any federal, state or local law or regulation; (e) CONSULTANT represents and warrants to WESTERVELT that the Services to be provided to WESTERVELT hereunder by CONSULTANT will not infringe on any patent, trademark, trade secret, copyright or any other or similar intellectual property or proprietary rights or interests of any third party; (f) CONSULTANT expressly warrants that all Services performed by CONSULTANT will conform to recognized acceptable professional engineering standards and practices that are in place at the time and relevant to the location in which Services are performed; (g) CONSULTANT shall be solely responsible for the acts and omissions of CONSULTANT, its employees, consultants, subcontractors and their agents and employees, and other persons or entities performing any portions of the Services for, or on behalf of or under the direction of CONSULTANT; and (h) CONSULTANT has the power and authority to enter into and perform its obligations under this Agreement.

7. Representations, Warranties and Covenants of WESTERVELT. WESTERVELT represents, warrants and covenants that WESTERVELT has the power and authority to enter into and perform its obligations under this Agreement.

8. Indemnities. CONSULTANT agrees to indemnify and hold harmless WESTERVELT, its officers, directors, employees and agents (the "Indemnified Parties"), from and against all demands, claims, actions or causes of action, litigation, liability, loss, damages, and reasonable losses and expenses (including reasonable attorneys' fees and costs) relating thereto whenever asserted against the Indemnified Parties to the extent caused by or arising out of (i) breach of any representation, warranty, covenant or agreement of CONSULTANT contained in or made pursuant to this Agreement or any agreement delivered pursuant hereto; (ii) any claim, conflict with or infringement upon any patent, application for patent, invention, service mark, trademark, trade name, copyright, trade secret or secret formula of any person, corporation, entity arising out of the development, design, engineering and production of the Services; or (iii) the negligence or intentional misconduct of CONSULTANT, its officers, employees, agents or subcontractors.

WESTERVELT and CONSULTANT have evaluated the risks and rewards associated with this project, including CONSULTANT's fee relative to the risks assumed, and agree to allocate certain of the associated risks. To the fullest extent permitted by law, the total maximum aggregate liability of CONSULTANT (and its related corporations and the officers, directors, managers, members, shareholders, agents, representatives and employees of all of the foregoing) to WESTERVELT and third parties granted reliance is limited to \$1,000,000 for any and all injuries, damages, claim losses, or expenses (including attorney and expert fees) arising out of CONSULTANT's professional services on this agreement. This limitation shall apply regardless of available insurance coverage, cause(s) or the theory of liability, including negligence, indemnity, statutory, contractual or equitable contribution or indemnity obligation or any other theory of recovery. *This limitation shall*

9. Confidential Information. During the course of this Agreement, information that is confidential or proprietary to one party (the "*Disclosing Party*") may be disclosed to the other party (the "*Receiving Party*"), including, but not limited to, product designs, structural details, construction and installation methods, sales, cost and other unpublished financial information, product and business plans, advertising revenues, usage rates, advertising relationships, projections, marketing plans and business data (collectively, the "*Confidential Information*"). The parties agree that the existence of, and terms and conditions of, this Agreement and the Scope of Work shall be considered Confidential Information for the purposes of this Section. Confidential Information shall not include information: (i) that was in the public domain, or which subsequently becomes part of the public domain, except by the wrongful disclosure hereunder by the Receiving Party; (ii) that was in the Receiving Party's possession prior to receipt of the same hereunder and was not acquired from a third party under any obligation of confidentiality with respect to such information; (iii) that was received by the Receiving Party from a third party who had a right to make such disclosure; (iv) that can be proven to have been independently developed by the Receiving Party; (v) that is approved in writing for release by the Disclosing Party; or (vi) that a party has been compelled to produce by subpoena or other legal process, provided that such compelled party gives the other party prompt notice of such legal process and cooperates with the other party in seeking a protective order or other appropriate protection.

Each party agrees: (i) that the Receiving Party shall treat the Disclosing Party's Confidential Information as confidential and will take reasonable precautions to prevent unauthorized disclosure or use of the Disclosing Party's Confidential Information, such precautions taken being at least as great as the precautions taken to protect its own Confidential Information (but in no case less than reasonable care); (ii) that the Receiving Party will not disclose the Disclosing Party's Confidential Information to any third party without the Disclosing Party's prior written authorization; (iii) that the Receiving Party will not use the Disclosing Party's Confidential Information except for the purpose of providing Services or fulfilling obligations under this Agreement; (iv) that the Receiving Party will promptly return any documents, models, software storage devices, audio tapes, video tapes, or prototypes embodying the Disclosing Party's Confidential Information upon request; and (v) that the Receiving Party will limit disclosure of Confidential Information to those officers and employees of the Receiving Party and any other authorized persons requiring such disclosure to perform Services under this Agreement, in which case the Receiving Party shall notify its employees, officers, and such other authorized persons of their confidentiality obligations with respect to the Confidential Information and shall require such employees, officers and other authorized persons to comply with the obligations in this Section.

#### 10. Termination.

(a) Termination for Default. If one party defaults in the performance of, or fails to perform, any of its material obligations under this Agreement, the non-defaulting party shall have the right to terminate this Agreement effective on the date thirty (30) days after the date of written notice to the defaulting party of the non-defaulting party's intention to terminate this Agreement if such default is not cured to the non-defaulting party's satisfaction within such thirty (30) day period. In the event of any such termination, the non-defaulting party shall be entitled (i) to pursue such remedies as are available to it in law or in equity and (ii) to recover from the defaulting party reasonable attorneys' fees incurred by the non-defaulting party in conjunction with the same.

immediately upon written notice to the other party if any one of the following events occurs: (i) the other files a voluntary petition in bankruptcy or an involuntary petition is filed against it, (ii) the other is adjudged a bankrupt, (iii) a court assumes jurisdiction of the assets of the other under a federal reorganization act, (iv) a trustee or receiver is appointed by the court for all or substantial portion of the assets of the other, (v) the other becomes insolvent or suspends business, or (vi) the other makes an assignment of its assets for the benefit of its creditors.

(c) Termination without Cause. Either party may terminate this Agreement for its convenience, effective immediately upon written notice to the other party.

(d) Effect of Termination. Upon termination of this Agreement for any reason, including without limitation of the Scope of Work, CONSULTANT shall (i) immediately stop work on the terminated portion of this Agreement, including without limitation the terminated portion of the Scope of Work, (ii) submit to WESTERVELT an invoice with supporting information setting forth the fees for the Services performed prior to the effective date of termination, which WESTERVELT shall pay in accordance with this Agreement, and (iii) provide to WESTERVELT all portions of any Services created prior to such termination. In addition, each party shall return the other party's respective Confidential Information in accordance with this Agreement.

## 11. Records.

a. Agreement to Keep Records. CONSULTANT agrees to keep itemized records with respect to all aspects of the development, design, engineering and production of the Services (the "Records"), such Records to be the sole property of WESTERVELT.

b. Delivery of Records to WESTERVELT. On termination of this Agreement, final completion and delivery of the Services or on demand by WESTERVELT at any time, CONSULTANT shall deliver to WESTERVELT all Records that are in the possession of CONSULTANT or under the control of CONSULTANT and that are the property of WESTERVELT or relate to the Services. CONSULTANT shall deliver the Records in paper and electronic format, with the electronic format being provided as CAD files or other similar program. CONSULTANT shall be able to retain a copy of the Records for future use and services to be provided to WESTERVELT. CONSULTANT shall not use such Records in connection with any other project or party without first obtaining WESTERVELT's prior written consent.

## 12. Insurance.

(a) In addition to any insurance CONSULTANT deems in its interest to purchase because of risks assumed under this Agreement or otherwise, CONSULTANT shall maintain in force at its own expense: (i) all insurance required by any applicable federal, state or local statutes, laws, rules or regulations; and, (ii) the following forms of insurance coverage at least in the amounts specified:

**Workmen's Compensation** – Statutory

- (A) Employer's Liability - \$1,000,000 each accident  
\$1,000,000 disease – policy limit  
\$1,000,000 disease – each employee
- (B) Voluntary Compensation Endorsement
- (C) Waiver of subrogation in favor of WESTERVELT
- (D) Broad Form All States Endorsement (when applicable)

**Commercial Public Liability** (ISO Form CG 00 01 10 01 or equivalent) – without limiting endorsements

- (A) Limits of Liability – \$1,000,000 each occurrence  
\$2,000,000 general aggregate  
\$2,000,000 products – completed operations aggregate  
\$1,000,000 personal injury  
\$5,000 medical payments
- (B) Policy shall include the following types of coverage:
  - (1) Premises & Operations
  - (2) Independent Contractors
  - (3) Products & Completed Operations
  - (4) Explosion, Collapse and Underground (XC&U)
  - (5) Contractual Liability. This insurance shall include standard contractual liability coverage of the hold harmless and indemnification provisions set forth in this Agreement in favor of WESTERVELT.
  - (6) Additional insured including completed operations
  - (7) Waiver of subrogation
  - (8) CONSULTANT's coverage shall be primary and non-contributory

**Automobile Liability** – Comprehensive Form (including contractual liability)

- (A) Limits of Liability – \$1,000,000 each accident (combined single limit for bodily injury and property damage)
- (B) Policy shall include the following types of coverage:
  - (1) Owned, non-owned and hired vehicles
  - (2) WESTERVELT to be included as an Additional Insured
  - (3) Waiver of subrogation in favor of WESTERVELT

**Professional Liability**

Limits of Liability – \$2,000,000 per claim  
\$4,000,000 aggregate

Policy to provide coverage for negligent acts, errors or omissions arising out of work performed for or on behalf of WESTERVELT.

Prior acts coverage shall have a retroactive coverage date that precedes the commencement of any professional services to be performed under this Agreement and be kept in force for a period of 5 years following commencement of the Services.

**Umbrella Liability**

Limit of Liability – \$5,000,000 per occurrence

\$5,000,000 aggregate  
Self -Insured Retention - \$10,000  
Employer's Liability in Excess of \$100,000

At least five (5) days prior to the commencement of the Services hereunder, CONSULTANT shall furnish to WESTERVELT insurance certificates evidencing that all insurance required herein is in full force and effect and naming WESTERVELT as an additional insured or loss payee, as applicable. All such certificates and policies of insurance required herein shall include evidence of or contain an endorsement specifying that such insurance will not be canceled or allowed to expire until at least 30 days' prior written notice has been given to WESTERVELT. CONSULTANT shall not begin any portion of the Services until all certificates of insurance have been provided to WESTERVELT.

The fact that insurance is obtained by CONSULTANT or by WESTERVELT on behalf of CONSULTANT will not be deemed to release or diminish the liability of CONSULTANT, including, without limitation, liability under the indemnity provisions of this Agreement..

13. Relationship of the Parties. CONSULTANT and WESTERVELT acknowledge and agree that the relationship between CONSULTANT and WESTERVELT hereunder shall be that of independent CONSULTANT, and nothing contained herein shall be construed or interpreted as creating any other relationship between the parties including, but not limited to, employer/employee, principal/agent, partnership, or joint venture. Neither party shall have the right, or be permitted to represent itself as having the right, to bind or obligate the other party in any manner whatsoever.

14. Notices. All notices permitted or required to be given under this Agreement shall be in writing and shall be deemed to have been duly given when delivered in person, or upon receipt, if deposited in the United States mail, postage prepaid, certified mail, return receipt requested, to the following addresses, or to such address as the parties may provide to each other in writing from time to time:

Notices to WESTERVELT:   The Westervelt Company  
                                  1400 Jack Warner Parkway NE  
                                  Tuscaloosa, AL 35404

Notices to CONSULTANT:   TTL, Inc.  
                                  Attn: Karl Elebash  
                                  3516 Greensboro Avenue  
                                  Tuscaloosa, AL 35401

15. Severability. Should any provision of this Agreement or part thereof be held under any circumstances in any jurisdiction to be invalid or unenforceable, such invalidity or unenforceability shall not affect the validity or enforceability of any other provision of this Agreement or other part of such provision.

16. Governing Law. This Agreement shall be deemed to have been made and entered into in the State of Alabama, and the construction, validity and enforceability of this Agreement shall be governed by the internal laws of the State of Alabama, without regard to

conflict of laws principals. The parties hereto hereby consent to the exclusive jurisdiction of the federal and state courts located in Tuscaloosa County, Alabama for purposes of enforcing this Agreement or resolving any and all disputes or disagreements arising out of this Agreement. In the event of a dispute regarding any of the terms and conditions of this Agreement, the prevailing party shall be entitled to recover from the other party the costs and expenses of resolving the dispute, including without limitation reasonable attorneys' fees.

17. Entire Agreement. This Agreement, including any and all Exhibits hereto, constitutes the entire agreement between the parties hereto with respect to the subject matter hereof. All prior contemporaneous or other oral or written statements, representations or agreements by or between the parties with respect to the subject matter hereof are merged herein. Notwithstanding the foregoing, if the parties have previously or contemporaneously executed a written agreement with respect to the exchange of confidential information, then that agreement shall remain in full force and effect following the execution and termination of this Agreement.

18. Amendments. Any modification or amendment of any provision of this Agreement (including the Exhibits) must be made in writing and signed by an authorized representative of each party. An amendment may be made as of an effective date specified therein, notwithstanding the actual date of execution of the amendment.

19. Consent and Waiver. No term or provision of this Agreement shall be deemed waived, and no variation of terms or provisions hereof shall be deemed consented to, unless such waiver or consent shall be in writing and signed by the party against whom such waiver or consent is sought to be enforced. Any delay, waiver or omission by either party to exercise any right or power arising from any breach or default of the other party in any of the terms, provisions or covenants of this Agreement shall not be construed to be a waiver by such party of any subsequent breach or default of the same or other terms, provisions or covenants on the party of either party.

20. Binding Effect. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective permitted successors and assigns.

**Signature page to follow.**

IN WITNESS WHEREOF, WESTERVELT and CONSULTANT have caused this Agreement to be signed by their respective duly authorized representatives, all as of the day and year first above written.

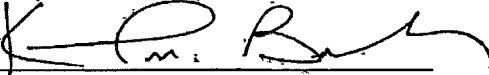
THE WESTERVELT COMPANY

By: 

Name: Mark Richardson

Title: Vice President, Wood Products

TTL, INC.

By: 

Name: KENNETH M. BAILEY

Title: VICE PRESIDENT