

SPRINGFIELD TOWNSHIP CONSULTING & COST ALLOCATION AGREEMENT

This Consulting Agreement (this "Agreement") is made as of September 30, 2025 (the "Effective Date") by and between Springfield Charter Township, a Michigan municipal corporation ("Township") and Burroughs Materials Corporation, a Michigan corporation ("BMC"). Township and BMC may be referred to herein collectively as the "Parties" and singularly as a "Party."

Recitals

- A. BMC has applied to the Township for a site plan and special land use approval to construct a new sand and gravel mine ("Project") within the Township ("Application").
- B. The Township desires to retain one or more independent consultants to assist in reviewing and evaluating various reports provided by BMC as part of its Application.
- C. The Township has requested that BMC reimburse the Township for the cost of consultants hired by the Township.
- D. BMC and Township have agreed to set a reasonable limitation on the scope and cost of consultants hired by the Township to the extent the Township intends to seek reimbursement from BMC, and to ensure such consultants are qualified, unbiased, cooperative, and that their costs are reasonably limited.
- E. Township and BMC are willing to enter into this Agreement upon the terms and conditions set forth herein.

Now, therefore, in consideration of the mutual promises, covenants, and agreements contained herein, and for other good and valuable consideration, the receipt and sufficiency of which hereby are acknowledged and agreed, the Parties agree as follows:

Terms and Conditions

1. Selection of Consultants

- a. Identification of Technical Consultants. Township shall provide BMC with a written notice of the areas of expertise where it believes it needs independent consultants to advise on the reports provided by BMC in its Application and, if the Township intends to seek reimbursement from BMC, shall identify such consultants to BMC prior to formal engagement. ("Notice"). Levy acknowledges that the Township has already engaged Brian O'Mara as an expert with regard to geology and hydrogeological matters, and agrees that Mr. O'Mara's invoices may be paid from the Consultants Escrow as described in paragraph 3, and subject to the other provisions of this Agreement.

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- b. Selection of Consultants. Township will select Consultant(s) to perform Services. Township will consider Consultant(s) recommended by BMC's consultants as well as others recommended to them by Giffels Webster.
- c. Objections. BMC may object to any proposed consultant within seven (7) business days of receipt of the Notice. If BMC objects, and the Township Supervisor believes such objections have merit, BMC and Township shall meet in good faith and confer to consider in good faith an alternative consultant.

2. Services

- a. Scope of Services. Subject to the terms and conditions set forth in this Agreement, Township may hire consultants ("Consultants") to perform a review of the Application ("Services"). In the event the Township deems a particular study should be submitted with the Application, it shall request that BMC have such study prepared. In the event BMC refuses to provide such requested studies, or if the Township finds such studies inadequate, the Township may request its Consultants to perform such study. In such event, the Township shall pay for such studies and shall not seek reimbursement from BMC for those costs. In conjunction with performing the Services, the Consultants will be available for meetings reasonably scheduled by Township (or BMC with the advance approval of the Township Supervisor). BMC shall have no obligation to pay the fees or costs of Gerald Fisher beyond a cap of \$7500.
- b. Invoices. Prior to incurring fees for which reimbursement from BMC will be sought, each Consultant shall submit a scope of work and detailed budget as directed by the Township Supervisor for review by the Township Supervisor and BMC and approval by the Township Supervisor. Invoices shall be submitted monthly to the Township and shall include itemized detailed entries of all work performed, but confidential or materials subject to the attorney-client privilege may be excluded from such entries..
- c. Review Reports. BMC and/or its consultants may communicate with the Consultants to provide factual clarification or to discuss methodology, among other factors, prior to reports being finalized. The Consultants shall share draft reports prior to finalizing same to facilitate the communication contemplated herein.
- d. Professional Standards. Prior to hiring any additional specific Consultant, the Township shall insure the Consultant (i) is not biased, (ii) has not actively been involved in opposition to mining; and (iii) will evaluate the Application in an objective fashion. The Consultant shall act in accordance with professional standards and shall not advocate for or against the Application or Project.
- e. Authority. The Consultants shall report directly to the Township Supervisor and Township Attorney, who shall be the sole individuals responsible for directing the work of the Consultants. Any communication with other Township officials, employees or agents shall be approved first by the Township Supervisor in writing.

3. Compensation

- a. Compensation of Consultants. BMC will pay the Township a maximum aggregate amount of \$150,000.00 for the Services ("Consultants Cap"). The Consultants Cap shall apply as limitation on the total spend by Township for all Consultants combined, to the extent the Township intends to seek reimbursement from BMC and not to any one Consultant alone. The Consultants Cap shall be placed in escrow with the Township and applied to actual fees incurred ("Consultant Escrow"). Any money already paid to the Township shall be offset and applied against the Consultants Cap, so that the total amount paid by BMC shall not exceed under any circumstances the total of \$150,000.00. Any amounts remaining in the Consultants Escrow shall be refunded to BMC within thirty (30) business days after the earlier of (i) a final decision on the Application by the Township Board, or (ii) the Application is withdrawn by BMC, whichever occurs first. On or before the first business day of each month the Township shall submit an accounting, together with any invoices received by the Township from Consultants, to BMC for that month's Services. Any fees or costs in excess of the Consultants Cap shall be the sole responsibility of the Township, subject to further discussions between BMC and the Township.

4. Duration and Termination

- a. Term. The Agreement shall remain in effect until the earlier of (i) a final decision is issued by the Township Board on the Application or (ii) BMC withdraws its Application, whichever occurs first (the "Term"), unless terminated earlier by mutual agreement of the Parties.
- b. Termination for Cause. Either Party may terminate this Agreement for cause prior to expiration of the Term in the event the other Party has materially breached this Agreement. Cause shall mean a material breach of the Agreement by the other Party only.

5. General Terms

- a. Interpretation. Terms defined in this Agreement in the singular will include the plural, and terms defined in this Agreement in the plural will include the singular. This Agreement will be construed without regard to any presumption or rule requiring construction or interpretation against the party drafting an instrument or causing any instrument to be drafted. The headings in this Agreement are for reference only and will not affect the interpretation of this Agreement.
- b. Notices. All notices, requests, and other communications that are required or may be given under this Agreement must be in writing, and will be deemed to have been given on the date of delivery, if delivered by hand, email, or courier, or five days after mailing, if mailed by certified or registered mail, postage prepaid, return receipt requested, addressed as set forth below (which addresses may be changed, from time to time, by notice given in the manner provided in this section):

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If given to Township: Springfield Charter Township
ATTN: Richard Davis, Supervisor
1200 Davisburg Road
Davisburg, MI 48350
rdavis@springfield-twp.us

w/copy to: Adkison, Need, Allen & Rentrop, PLLC
ATTN: Gregory Need
39572 Woodward Ave.
Suite 222
Bloomfield Hills, MI 48304
GNeed@ANAFirm.com

If given to BMC: Edw C Levy Co
ATTN: Reuben Maxbauer
9300 Dix Ave.
Dearborn, MI 48120
RMAXBAUER@edwclevy

w/copy to: Zausmer PC
ATTN: Stephen Estey
32255 Northwestern Highway
Suite 225
Farmington Hills, MI 48334-1574
sestey@zausmer.com

- c. Entire Agreement. This Agreement constitutes the entire understanding of the Parties in connection with the subject matter of this Agreement. This Agreement supersedes and constitutes a merger of all prior and contemporaneous proposals, negotiations, representations, understandings, commitments and agreements, whether oral or written, with regard to the subject matter and provisions of this Agreement. No amendment, supplement, or other revision of this Agreement shall be binding upon the Parties unless same has been fully approved in a signed writing by duly authorized representatives of BMC and Township.
- d. Authority. Each of the representatives executing this Agreement on behalf of the Parties represents and warrants that he or she possesses the corporate power and authority to execute this Agreement on behalf of the respective Parties and that this Agreement has been duly authorized by the Parties. Each Party represents and warrants that the execution and delivery of this Agreement by the undersigned on behalf of that Party, or compliance or performance by that Party with any of the provisions of this Agreement will not conflict with, or result in any violation or breach of, or default (with or without notice or lapse of time, or both) under any provision of the certificate of incorporation and by-laws or comparable organizational documents of that Party, any material contract of that Party or any applicable law, in each case, in existence as of the Effective Date.

- e. Relationship of Parties. BMC and Township are independent contracting parties and nothing in this Agreement will make either Party the employer, employee, partner, joint venturer, agent or legal representative of the other for any purpose, nor does it grant either Party any authority to assume or to create any obligation on behalf of or in the name of the other.
- f. Third-Party Beneficiaries. The Parties agree that this Agreement is intended to benefit solely the parties to this Agreement and is not intended for the benefit of any third parties.
- g. Successors and Assigns; Assignment. This Agreement is binding upon and inures to the benefit of the permitted successors and assigns of Township and BMC. Township will not assign its rights or delegate its duties under this Agreement, in whole or in part. BMC shall not assign its rights or delegate its duties under this Agreement, in whole or in part, without Township's prior written consent, which shall not be unreasonably withheld.
- h. No Waiver. No term or provision of this Agreement may be waived, altered, modified, or amended except by a written instrument, duly executed by Township and BMC. Neither Township nor BMC will by any act, delay, indulgence, omission, or otherwise be deemed to have waived any right or remedy under this Agreement or of any breach of the terms and conditions of this Agreement. Any waiver of a right or remedy under this Agreement on any one occasion will not be construed as a bar to any right or remedy which that party would otherwise have had on a subsequent occasion. No failure to exercise, nor any delay in exercising, any right, power or privilege under this Agreement, by Township or BMC, will operate as a waiver, nor will any single or partial exercise of any right, power or privilege under this Agreement preclude any other or future exercise thereof or the exercise of any other right, power or privilege.
- i. Force Majeure. Neither Party will be held in breach of this Agreement for damage or a delay or failure to perform if and to the extent such delay or failure to perform under this Agreement is due to an Act of God or the public enemy, terrorism, labor disorder, civil commotion, pandemic, epidemic, government interference, government regulations, or any similar event or occurrence beyond the reasonable control of the affected Party.
- j. Severability. If any term of this Agreement is invalid or unenforceable under any law, or is otherwise held to be invalid or unenforceable by a court of competent jurisdiction, such term will be deemed reformed or deleted, as the case may be, but only to the extent necessary to comply with such law, and the remaining provisions of this Agreement will remain in full force and effect. Further, the Parties shall undertake in good faith to replace to the extent reasonable the invalid or unenforceable provision by a valid and enforceable provision that achieves the same purpose, provided that the content of this Agreement is not thereby materially changed.
- k. Counterparts. This Agreement may be executed in any number of duplicate originals or counterparts, and each duplicate original or counterpart will be deemed an original

and taken together will be one and the same instrument. The Parties agree that their respective signatures may be electronically delivered, and that such electronic transmissions will be treated as originals for all purposes.

- l. Compliance with laws. Both Parties shall comply with all laws, regulations, orders, and rules applicable to their respective performance under this Agreement.
- m. Governing Law and Forum. This Agreement is to be construed according to the laws of the State of Michigan without respect to conflicts of law principles. The Parties agree that the jurisdiction and venue for any dispute arising from or relating to this Agreement shall be in the state courts sitting in Oakland County, Michigan or the federal courts sitting in the Eastern District of Michigan.

Springfield Township

By: RICHARD DAVIS
Its: SUPERVISOR

Date: 9/30/25

Burroughs Materials Corporation

By: REUBEN MAXBAUER
Its: DIRECTOR

Date: 1 OCT 2025