

WESTERVELT ECOLOGICAL SERVICES
SERVICES AGREEMENT
(St. Marks Mitigation Bank)

THIS SERVICES AGREEMENT (the "Agreement") is made and entered into as of the 7th day of January, 2025 (the "Effective Date"), by and between Westervelt Ecological Services, LLC, a Delaware limited liability company (hereinafter "WES"), with offices at 1400 Jack Warner Parkway NE, Tuscaloosa, AL 35404 and Attack-One Fire Management Services, Inc. (hereinafter "Contractor").

WITNESSETH:

WHEREAS, WES owns 1451 acres of real estate, located in Jefferson and Wakulla Counties, Florida (the "Property"), and being more particularly described on Exhibit "A" attached hereto and incorporated herein; and

WHEREAS, Contractor is engaged in the business of providing fireline rehabilitation, prescribed burning and mop-up services (the "Services"); and

WHEREAS, WES desires to retain Contractor to perform the Services on the Property; and

WHEREAS, Contractor asserts to have the knowledge, expertise and equipment necessary to provide the Services and desires to perform the Services on the Property for WES.

NOW, THEREFORE, for good and valuable consideration, and intending to be legally bound, WES and Contractor hereby agree as follows:

1. **Scope of Work:** Contractor covenants and agrees to furnish all supervision, labor, tools, equipment, services, and materials necessary to complete the performance of the Services. WES agrees to furnish maps, drawings, shapefiles and/or photographs as may be necessary to clearly and properly identify the acreage to be treated. Contractor covenants and agrees to undertake the following activities: to rehabilitate existing firelines using heavy equipment and/or hand tools, construct any new firelines using heavy equipment and/or hand tools, conduct prescribed burn planning at least five days prior to execution of the prescribed burn, scheduling of all activities related to execution of fireline work, the prescribed burn, and any mop-up, implementation of fireline work, the prescribed burn, and any mop-up, and conducting all mop-up as required to execute the prescribed burn in compliance with all applicable laws and regulations.

2. **Payment:** WES agrees to pay Contractor for amounts due under this Agreement within thirty (30) days of receipt of invoices submitted by Contractor. Amounts due for prescribed burning, including fireline rehabilitation, shall be calculated at \$40.10 per acre on up to 800 acres and up to \$12,000 in additional insurance fees. Invoices shall be consolidated as one lump sum not to exceed \$44,080.

Contractor further agrees to provide, with each application for payment, all such information as WES may require evidencing Contractor's right to the payment claimed and the Services performed. Contractor warrants that upon submittal of an application for payment, all Services for which Contractor has been previously paid shall be free and clear of liens, claims, security interests or encumbrances in favor of Contractor, subcontractors, material suppliers, or other persons or entities making a claim by reason of having provided labor, materials and equipment relating to the Services. Invoices will be submitted by Contractor following clearly defined completion of tasks.

3. **Time:** All time limits stated herein are of the essence of this Agreement. Any request for an extension of time in the Agreement shall be made in writing and delivered to WES for WES's approval, in its sole discretion. Neither party shall be liable for delays caused by acts of God, an act of government, fire, flood, accident, war, labor disputes, or epidemics. If the parties hereto agree in writing, the Agreement time may be extended where delays are due to any other causes beyond the control of the parties.

4. **Duties and Responsibilities of Contractor:** In addition to the Services, Contractor agrees to the following:

a. Contractor shall furnish labor, materials, management, and supervisory services, and use Contractor's best efforts to perform the Services in a safe, expeditious, and workmanlike manner consistent with the interest of WES.

b. Contractor shall perform the Services in accordance with all applicable laws, regulations, ordinances, codes, and rules. Contractor shall obtain all necessary approvals, permits, authorizations, and certifications from any and all authorities prior to initiating any of the prescribed burn activities contemplated under this Agreement.

c. Contractor shall have full responsibility and liability, subject to the other terms hereof, for performance of all the Services. Contractor retains all responsibility for acts, omissions, techniques, means, methods, materials, sequences, and procedures supplied or performed by Contractor, subcontractors, suppliers or sub-subcontractors, material suppliers or laborers of any tier. Contractor agrees that neither this Agreement, nor any contract entered into between Contractor and any of its subcontractors or suppliers, shall create any direct contractual relationship or obligation of WES to make payment to any subcontractor or supplier, any sub-subcontractors, material suppliers or laborers of any tier, and that any contract provision purporting to create such a direct contractual relationship or obligation shall be null and void.

d. Contractor shall cause the Services to be performed in a prompt and expeditious fashion, in a good and workmanlike manner and in accordance with all applicable laws.

e. Contractor shall keep the worksite free from the accumulation of waste or

rubbish during the performance of the Services. At the completion of the Services, Contractor shall remove all such waste and rubbish from and around the Property resulting from the performance of the Services, as well as all its tools, equipment, machinery, and surplus materials.

f. Contractor shall maintain and assign to the Services, at all times, competent and sufficient staff and personnel with appropriate expertise to perform the Services in a skilled, professional and satisfactory manner so as not to delay the progress of the Services. Contractor shall further employ and require all subcontractors and suppliers to employ only skilled workers properly qualified by experience and ability to perform the task assigned to them. Contractor shall be responsible, as provided in this Agreement, for all acts and omissions of Contractor's employees, subcontractors and suppliers and their agents and employees, and other persons performing portions of the Services.

g. Contractor shall provide regular monitoring of the Services, identify potential variances between scheduled and probable completion dates, review the schedule for Services not started or incomplete, and instruct its subcontractors to make adjustments in their work schedules to meet the schedule.

h. Contractor shall give written notice to WES and request and obtain all necessary information before proceeding with the Services.

i. Contractor shall permit WES to inspect Services as they are being performed at all reasonable times. Notwithstanding this provision, WES assumes no responsibility or liability for Contractor's performance of the Services.

j. Contractor shall ensure that neither it, nor its subcontractors or suppliers or sub-subcontractors of any tier, nor their sub-subcontractors, employees or agents bring any Hazardous Materials which materials are not listed in the specifications for the Services, onto the worksite without first obtaining WES's advance written approval. Contractor shall ensure that any Hazardous Materials that Contractor, its subcontractors, sub-subcontractors or their employees or agents bring onto or generate at the worksite are handled in accordance with all applicable laws. If Contractor encounters a Hazardous Material and if reasonable precautions will be inadequate to prevent foreseeable bodily injury or death to persons resulting from a material or substance, including but not limited to asbestos or polychlorinated biphenyl (PCB), encountered on the site by Contractor, Contractor, shall, upon recognizing the condition, immediately stop work in the affected area and report the condition to WES in writing. For purposes hereof, "Hazardous Materials" means "Hazardous Material," "Hazardous Substance," "Pollutant or Contaminant," and "Petroleum" and "Natural Gas Liquids," as those terms are defined or used in Section 101 of the Comprehensive Environmental Response, Compensation and Liability Act Of 1980 (42 U.S.C. Sections 9601 et seq.), and any other substances regulated

because of their effect or potential effect on public health and the environment, including, without limitation, PCBs, lead paint, asbestos, urea formaldehyde, radioactive materials, putrescible materials, and infectious materials.

k.. Contractor shall take reasonable precautions and shall comply with all applicable provisions of federal, state, and municipal safety laws to prevent accidents or injury to persons on, about or adjacent to the Property with respect to the Services provided by Contractor. Contractor shall erect and properly maintain, at all times, as required by the conditions and progress of Contractor's scope of work, necessary safeguards for the protection of Contractor's workers and the public. Contractor will comply with WES's safety rules and regulations made known to Contractor. Contractor shall have the sole responsibility to ensure that Contractor and its employees comply with all applicable provisions of federal, state, and municipal safety laws. WES shall have the sole responsibility to ensure that WES and its employees, other subcontractors and suppliers directly engaged by WES comply with all applicable provisions of federal, state, and municipal safety laws and with WES's safety rules and regulations.

I. Contractor shall provide written notice to WES prior to commencement of the Services the names of each and every subcontractor it intends to utilize at the Property. In the event that WES objects to the use of any subcontractor, Contractor shall utilize an alternative subcontractor for the services applicable thereto. To the extent WES's objection causes Contractor to incur a price increase or a change to the Schedule, Contractor shall be entitled to an equitable adjustment of the Contract Sum or Schedule.

5. **Professional Standards:** Contractor makes the following warranties to WES.

a. Contractor is properly licensed to provide the Services. Contractor warrants that the Services will conform to the requirements of the Agreement and will be free from faults and defects.

b. Contractor warrants and agrees that the Services provided hereunder will be performed and completed in accordance with generally accepted industry standards, practices, and principles applicable to the Services and shall be free from defects.

c. Contractor agrees to supervise and direct the Services, using Contractor's best skill and attention.

d. Contractor 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. Contractor shall use a degree of professional care and skill in the performance of the Services hereunder in accordance with acceptable professional industry practices. Contractor shall provide prompt written notice to WES if Contractor becomes aware (after the

term of this Agreement or otherwise) of any error, omission, or inconsistency in the Services (including the any plans) or information provided to WES.

6. **Permits:** Contractor will secure and pay for all permits and licenses and will pay all governmental charges and inspection fees necessary for the execution of the Services. Contractor shall provide WES with copies of Contractor's Florida Certified Prescribed Burn Manager License disclosing the expiration date and current status, a detailed listing of any points or complaints on Contractor's Florida Certified Prescribed Burner License, a detailed listing of any burn incidents involving damage to property, Contractor's burn plan, and a listing of all equipment and personnel (along with qualifications of such personnel) that will be associated with Contractor's performance of this Agreement before commencing the prescribed burn(s).

7. **Term:** Contractor agrees to perform the Services described herein on the dates and times deemed appropriate by Contractor. Contractor shall have the sole discretion and authority to determine when the Services shall be performed; however, if the Services have not been completed by **August 31, 2025**, this Agreement shall automatically terminate. WES may terminate this Agreement at any time and for any reason upon a minimum of ten (10) business days' written notice to Contractor. In the event of such termination, Contractor shall be entitled to receive compensation pursuant to the Section titled "Payment" for Services rendered prior to the date the notice of termination is deemed received by Contractor.

8. Intentionally left blank.

9. **Independent Contractor:** In performing the obligations under this Agreement, Contractor will be acting as an independent contractor and will not be acting as an agent, employee, servant, joint venturer or partner of WES. As an independent contractor, Contractor will be free to exercise discretion and independent judgment as to the method and means of performance of the Services. Contractor will be responsible for reporting and paying its own income and employment taxes. WES will only be responsible for reporting payments made to Contractor on IRS Form 1099. Contractor will not be entitled to any benefits or privileges provided by WES to its employees.

10. **Use of Names:** WES and Contractor, on behalf of themselves and their employees, and agents involved in the performance of the Services, agree that they shall not employ or use the name of the other party in any publication or promotional material without the prior written consent of the other party, except as required by law.

11. **No Restrictions:** Each of WES and Contractor warrants and represents that it is authorized to enter into this Agreement and that the terms of this Agreement are not inconsistent with or a violation of any contractual or other legal obligation to which it is subject.

12. **Indemnity.** Contractor shall indemnify and hold harmless WES, and its respective directors,

officers, agents, employees, contractors, and assigns and each of them (collectively, the “Indemnitees”) from and against all liabilities, claims, damages, losses, and expenses, including but not limited to, all court costs and attorney’s fees, arising out of or in any way resulting from the performance of the Services. Such obligation shall not be construed to negate, abridge or otherwise limit any other right or obligation of indemnity that otherwise exists in favor of any Indemnitee. In the event and to the extent that a claim is made by an employee of Contractor against an Indemnitee, the intent of the parties is that Contractor will indemnify each such Indemnitee to the same extent as if such claim were made by a nonemployee of Contractor, irrespective of any statute or judicial decision otherwise disallowing such indemnity. Accordingly, in addition to the above provisions and in order to render the parties’ intent and this indemnity agreement fully enforceable, Contractor, in a claim hereunder by WES, or any of its officers, agents, directors, employees, contractors, or assigns, hereby waives any and all defenses or immunity Contractor may have under the Workmen’s Compensation Laws of any state, or any statute or judicial decision pertaining thereto, and Contractor consents to a cause of action for indemnity hereunder. Further, under no circumstances shall WES be liable to Contractor for consequential, incidental, special, or indirect damages arising out of or connected to the performance or non-performance under this Agreement.

13. **Insurance**. In addition to any insurance Contractor deems in its interest to purchase because of risks assumed under this Agreement or otherwise, Contractor 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. Additionally, Contractor shall maintain such forms of insurance as required by this Section for at least one year after completion of the Services. Contractor agrees to have WES designated as an additional insured under all insurance policies of Contractor acquired or maintained to fulfill the requirements for insurance imposed by this Section of this Agreement. Contractor waives any and all rights of recovery against WES for any loss or damage covered by any insurance acquired or maintained by Contractor for its benefit (including all rights that might otherwise accrue to any subrogee) where such waiver does not void Contractor’s insurance.

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) Broad Form All States Endorsement (when applicable) | |
| (C) Voluntary Compensation Endorsement | |
| (D) United States Longshoremen and Harbor Workers Act Coverage and/or Jones Act (when applicable) | |

Commercial Public Liability – 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 WES.
- (6) Contractor's coverage shall be primary and non-contributory

Automobile Liability – Comprehensive Form (including contractual liability endorsement)

- (A) Limits of Liability – \$1,000,000 each accident (combined single limit for bodily injury and property damage)
- (B) Policy shall include all vehicles.

Umbrella – Comprehensive Form (including contractual liability endorsement)

- (A) Limits of Liability – \$2,000,000 per occurrence
- (B) \$2,000,000 aggregate
- (C) Self-Insured Retention - \$10,000
- (D) Employer's Liability in Excess of \$100,000

The physical damage insurance shall provide coverage for not less than the actual cash value. The liability insurance shall provide coverage of no less than \$2,000,000 combined single limit of liability for bodily injury, property damage and personal injury per occurrence. Umbrella and excess policies utilized to achieve the required total limit of coverage shall comply with all insurance requirements, terms and provisions set forth in the Agreement for the applicable type of coverage.

- A) PROPERTY INSURANCE.** WES will provide property coverage on its property. Coverage is not extended to Contractor under WES's coverage. Additionally, WES reserves the right to hold Contractor responsible for any damage incurred to WES's property.
- B) DAMAGE TO CONTRACTOR'S PROPERTY.** Contractor shall maintain, at its own expense, insurance coverage against the loss or destruction of any and all of the equipment, tools, and other property owned or used by it in connection with the Services.

C) CERTIFICATES OF INSURANCE. At least five (5) days prior to the commencement of the prescribed burning activities described herein, Contractor shall furnish to WES insurance certificates evidencing that all insurance required herein is in full force and effect and naming WES as an additional insured or loss payee, as applicable. Prior to entry on the property and commencement of preparatory work, Contractor shall furnish to WES insurance certificates evidencing Workmen's Compensation Insurance and Commercial Public Liability Insurance as required herein is in full force and effect and naming WES 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 thirty (30) days' prior written notice has been given to WES.

The fact that insurance is obtained by Contractor or by WES on behalf of Contractor will not be deemed to release or diminish the liability of Contractor, including, without limitation, liability under the indemnity provisions of this Agreement. Damages recoverable by WES from Contractor or any third party will not be limited by the amount of the required insurance coverage.

14. **Notices:** Any notices sent by the parties to this Agreement shall be in writing and sent by hand delivery, nationally recognized overnight courier service, certified mail, (postage prepaid), facsimile transmission, or electronic mail directed to the street address, facsimile number, or electronic mail address listed below, or to such other address as the parties may designate in writing. For purposes of this Agreement, such notices shall be deemed to have been received as follows: (A) if sent by hand delivery, courier or facsimile, when sent; (B) if by certified mail, upon actual receipt; and, (C) if sent by electronic mail, upon the entrance of such electronic notice in the information processing system designated by the recipient's electronic mailing address. Unless otherwise notified, notices shall be sent as follows:

If to Contractor: Attack-One Fire Management Services, Inc.
 P.O. Box 221, Crawfordville, FL 32326
 Representative: Kevin Carter, President
 T: (850-926-6534)
 Email: kevin@attack-one.com

If to WES: Westervelt Ecological Services
 2128 Moores Mill Road, Suite B, Auburn, AL 36830
 Representative: Jason Martin, Land Stewardship Manager
 T: (334-821-1999)
 Email: jmartin@westervelt.com

All electronic notices will be deemed to have been sent from the sender's place of business and location described herein and will be deemed to have been received at the recipient's place of business and

location described herein.

15. **Entire Agreement:** This Agreement constitutes the entire agreement between WES and Contractor and shall supersede all previous communications, representations, agreements, or understandings, whether oral or written, between WES and Contractor with respect to the subject matter of this Agreement.
16. **Governing Law:** This Agreement shall be governed by Florida law unless otherwise provided.
17. **Assignment:** Neither WES nor Contractor shall assign this Agreement or any rights hereunder or delegate the performance of any duties hereunder without the prior written approval of the other party, which shall not be unreasonably withheld or delayed.
18. **Succession:** Wherever the word Contractor or WES occurs in this Agreement, it shall be held to bind and inure to the benefit of the heirs, legal representatives, successors and the assigns of Contractor or WES, as the case may be.
19. **Confidentiality:** Contractor agrees to maintain the confidentiality of WES's confidential and proprietary information, including the terms of this Agreement, and the details of the transactions entered into under the terms of this Agreement, and such obligation shall survive the termination of this Agreement.
20. **Amendments:** Only a written instrument signed by each party hereto may amend this Agreement.
21. **Severability:** If any provision of this Agreement is determined to be invalid under applicable law and regulations by a court of competent jurisdiction, such provisions shall be inapplicable and deemed omitted to the extent of such invalidity without impairing the validity of the remaining provisions of this Agreement.
22. **Waiver:** Any waiver by either party of any provision or condition of this Agreement shall not be construed or deemed to be a waiver of any other provision or condition of this Agreement, or a waiver of a subsequent breach of the same provision or condition, unless such waiver is so expressed in writing and signed by the party to be bound.
23. **Captions:** The captions and headings in this Agreement are for convenience only and shall not be construed as a part of this Agreement.
24. **Counterparts:** This Agreement may be executed in two or more counterparts, each of equal dignity, which, when joined, shall constitute one document. Any photocopy, facsimile or electronic copy of this Agreement or of any counterpart shall be deemed to be the equivalent of an original.

Services Agreement – St. Marks Mitigation Bank
Attack-One Fire Management Services, Inc.

IN WITNESS WHEREOF, the undersigned have caused the execution of this Services Agreement as of the date first above written.

Westervelt Ecological Services, LLC

Jason Martin

Signature

Name: Jason Martin

Title: Land Stewardship Manager

Attack-One Fire Management Services, Inc.

Kevin Carter

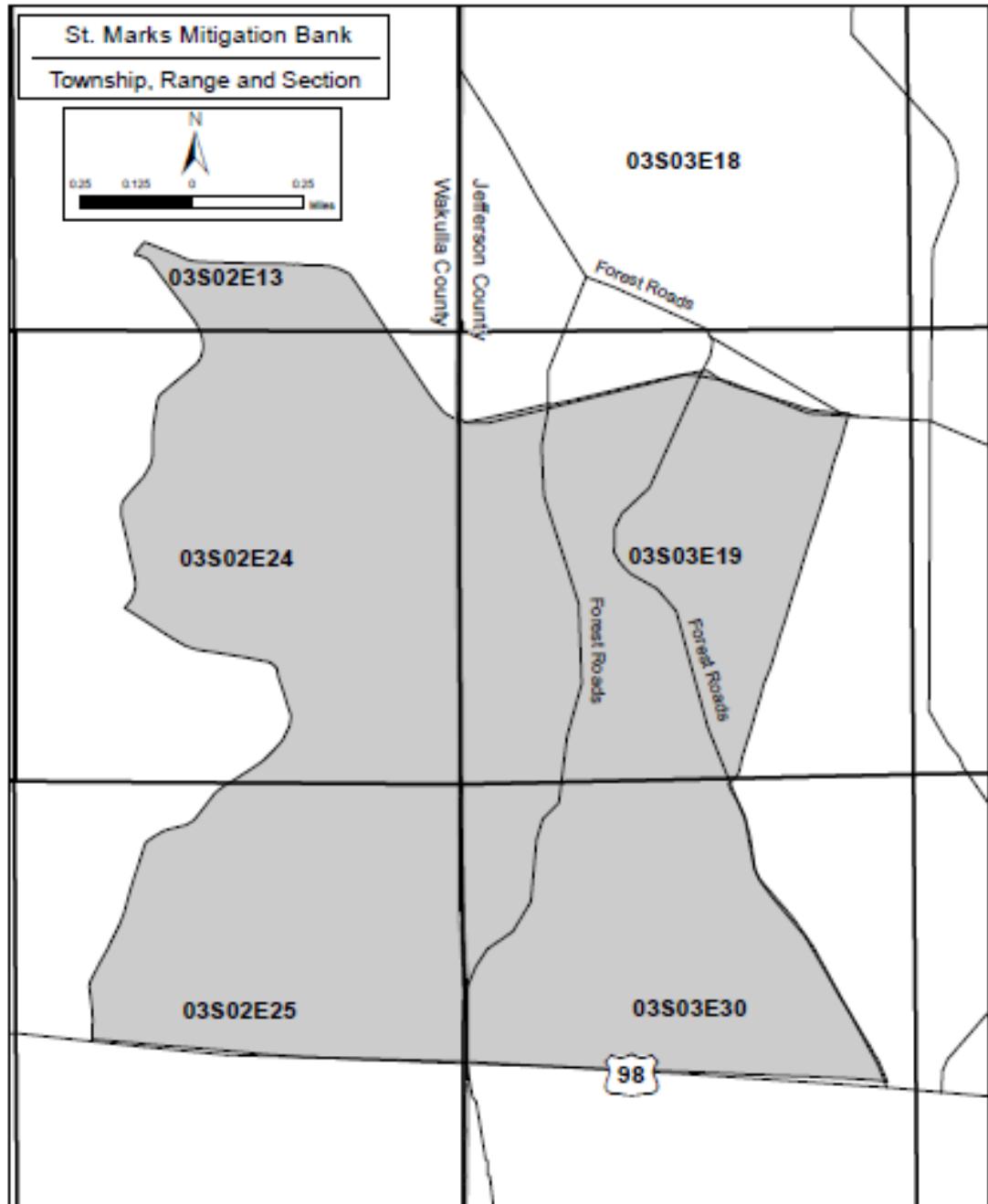
Signature

Name: Kevin Carter

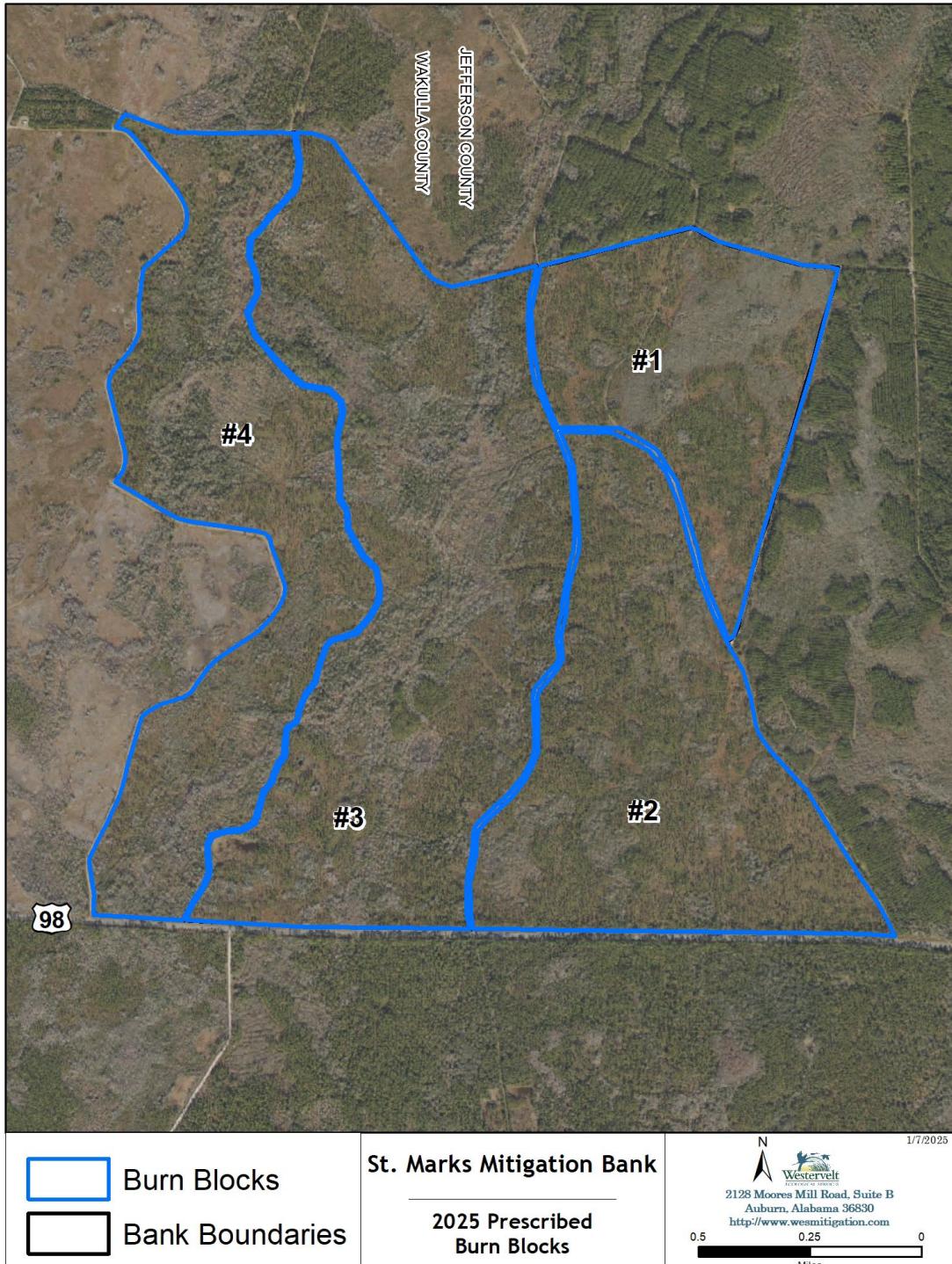
Title: President

Exhibit "A"
Legal Description & Maps

The Property is located in Sections 13, 24 and 25 Township 3 South, Range 2 East, Wakulla County and Sections 19 and 30, Township 3 South, Range 3 East Jefferson County, FL.



Services Agreement – St. Marks Mitigation Bank
Attack-One Fire Management Services, Inc.



WES Burn Agreement Attack-One

Final Audit Report

2025-01-13

Created:	2025-01-07
By:	Seth Hunt (shunt@westervelt.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAARBYfK83skrlco5dcNO8iPiZBKHNTT04R

"WES Burn Agreement Attack-One" History

-  Document created by Seth Hunt (shunt@westervelt.com)
2025-01-07 - 10:34:09 PM GMT
-  Document emailed to Kevin Carter (kevin@attack-one.com) for signature
2025-01-07 - 10:34:17 PM GMT
-  Document emailed to Jason Martin (jmartin@westervelt.com) for signature
2025-01-07 - 10:34:17 PM GMT
-  Email viewed by Kevin Carter (kevin@attack-one.com)
2025-01-07 - 11:00:23 PM GMT
-  Email viewed by Jason Martin (jmartin@westervelt.com)
2025-01-09 - 3:22:09 PM GMT
-  Document e-signed by Jason Martin (jmartin@westervelt.com)
Signature Date: 2025-01-09 - 3:22:56 PM GMT - Time Source: server
-  Document e-signed by Kevin Carter (kevin@attack-one.com)
Signature Date: 2025-01-13 - 3:17:58 PM GMT - Time Source: server
-  Agreement completed.
2025-01-13 - 3:17:58 PM GMT



Adobe Acrobat Sign