



The following documentation is an electronically-submitted vendor response to an advertised solicitation from the *West Virginia Purchasing Bulletin* within the Vendor Self-Service portal at wvOASIS.gov. As part of the State of West Virginia's procurement process, and to maintain the transparency of the bid-opening process, this documentation submitted online is publicly posted by the West Virginia Purchasing Division at WVPurchasing.gov with any other vendor responses to this solicitation submitted to the Purchasing Division in hard copy format.



Go



Home



Personalize



Accessibility



App Help



About



Header 1

[List View](#)

General Information

[Contact](#)[Default Values](#)[Discount](#)[Document Information](#)[Clarification Request](#)

Procurement Folder: 782104

Procurement Type: Central Master Agreement

Vendor ID: VS0000005915

Legal Name: EBX EM LLC

Alias/DBA:

Total Bid: \$162,013.00

Response Date: 10/12/2020

Response Time: 8:31

Responded By User ID: EBXEM

First Name: Kevin

Last Name: Roush

Email: kroush@res.us

Phone: 3047192511

SO Doc Code: CRFQ

SO Dept: 0313

SO Doc ID: DEP2100000012

Published Date: 9/22/20

Close Date: 10/13/20

Close Time: 13:30

Status: Closed

Solicitation Description: Mitigation Credits

Total of Header Attachments: 1

Total of All Attachments: 1



Department of Administration
 Purchasing Division
 2019 Washington Street East
 Post Office Box 50130
 Charleston, WV 25305-0130

**State of West Virginia
 Solicitation Response**

Proc Folder: 782104
Solicitation Description: Mitigation Credits
Proc Type: Central Master Agreement

Solicitation Closes	Solicitation Response	Version
2020-10-13 13:30	SR 0313 ESR10122000000002902	1

VENDOR
 VS0000005915
 EBX EM LLC

Solicitation Number: CRFQ 0313 DEP2100000012
Total Bid: 162013
Response Date: 2020-10-12
Response Time: 08:31:33
Comments:

FOR INFORMATION CONTACT THE BUYER

Joseph E Hager III
 (304) 558-2306
 joseph.e.hageriii@wv.gov

Vendor Signature X **FEIN#** **DATE**

All offers subject to all terms and conditions contained in this solicitation

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
1	Stream credits in ILF SSA 1	1.00000	EA	628.000000	628.00

Comm Code	Manufacturer	Specification	Model #
94131501			

Commodity Line Comments: Stream credits in ILF SSA 1.
Cline Run Mitigation Bank Site, Foster Run Mitigation Bank Site, Sandy Creek Mitigation Bank Site.

Extended Description:

Mitigation Credits / DWWM as outlined on the attached specifications

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
10	Wetland credits in ILF SSA 5	1.00000	EA		

Comm Code	Manufacturer	Specification	Model #
94131501			

Commodity Line Comments: Wetland credits in ILF SSA 5.

Extended Description:

Mitigation Credits / DWWM as outlined on the attached specifications

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
2	Wetland credits in ILF SSA 1	1.00000	EA	52000.000000	52000.00

Comm Code	Manufacturer	Specification	Model #
94131501			

Commodity Line Comments: Wetland credits in ILF SSA 1.
Cline Run Mitigation Bank Site, Foster Run Mitigation Bank Site, Sandy Creek Mitigation Bank Site.

Extended Description:

Mitigation Credits / DWWM as outlined on the attached specifications

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
3	Stream credit in ILF SSA 2	1.00000	EA	710.000000	710.00

Comm Code	Manufacturer	Specification	Model #
94131501			

Commodity Line Comments: Stream credits in ILF SSA 2.
Seven Pines Mitigation Bank Site, Randolph-I Mitigation Bank Site, Horseshoe Hills Mitigation Bank Site.

Extended Description:

Mitigation Credits / DWWM as outlined on the attached specifications

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
4	Wetland credits in ILF SSA 2	1.00000	EA	54000.000000	54000.00

Comm Code	Manufacturer	Specification	Model #
94131501			

Commodity Line Comments: Wetland credits in ILF SSA 2.
Seven Pines Mitigation Bank Site, Randolph-I Mitigation Bank Site, Horseshoe Hills Mitigation Bank Site.

Extended Description:

Mitigation Credits / DWWM as outlined on the attached specifications

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
5	Stream credits in ILF SSA 3	1.00000	EA		

Comm Code	Manufacturer	Specification	Model #
94131501			

Commodity Line Comments: Stream credits in ILF SSA 3.

Extended Description:

Mitigation Credits / DWWM as outlined on the attached specifications

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
6	Wetland credits in ILF SSA 3	1.00000	EA		

Comm Code	Manufacturer	Specification	Model #
94131501			

Commodity Line Comments: Wetland credits in ILF SSA 3.

Extended Description:

Mitigation Credits/ DWWM as outlined on the attached specifications

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
7	Stream credits in ILF SSA 4	1.00000	EA	675.000000	675.00

Comm Code	Manufacturer	Specification	Model #
94131501			

Commodity Line Comments: Stream credits in ILF SSA 4.
Davis Branch Mitigation Bank Site, Larkin Hollow Mitigation Bank Site.

Extended Description:

Mitigation Credits / DWWM as outlined on the attached specifications

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
8	Wetland credits in ILF SSA 4	1.00000	EA	54000.000000	54000.00

Comm Code	Manufacturer	Specification	Model #
94131501			

Commodity Line Comments: Wetland credits in ILF SSA 4.
Davis Branch Mitigation Bank Site,
Davis Branch Mitigation Bank Site

Extended Description:

Mitigation Credits / DWWM as outlined on the attached specifications

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
9	Stream credits in ILF SSA 5	1.00000	EA		

Comm Code	Manufacturer	Specification	Model #
94131501			

Commodity Line Comments: Stream credits in ILF SSA 5.

Extended Description:

Mitigation Credits / DWWM as outlined on the attached specifications



137 1/2 E. Main Street, Suite 210
Oak Hill, WV 25901

Corporate Headquarters
6575 West Loop South, Suite 300
Bellaire, TX 77401
Main: 713.520.5400

October 12, 2020

Department of Administration, Purchasing Division
Attn: Joseph E. Hager III
2019 Washington Street East
P.O. Box 50130
Charleston, West Virginia 25305-0130

Dear Mr. Hager:

On behalf of EBX-EM LLC, Resource Environmental Solutions, LLC (RES) is pleased to provide the West Virginia Department of Environmental Protection (DEP) with this quotation for mitigation credits. To meet the requirements outlined in the Request for Quotation (RFQ), RES proposes to deliver mitigation credits from its West Virginia Mitigation Bank. Since 2007, the West Virginia Mitigation Bank has been approved by the West Virginia Inter-agency Review Team (IRT) and has been supplying stream & wetland mitigation credits for various projects throughout the state.

RES proposes to deliver mitigation credits according to the following cost schedule:

		Price Per Credit		Currently Available Credits		Credits Released Within 1 Year*	
ILF Service Area	Bank Site	Stream	Wetland	Stream	Wetland	Stream	Wetland
SSA 1	Cline Run	\$628.00	\$52,000.00	-	-	1,852.72	0.17
	Foster Run	\$628.00	\$52,000.00	-	-	1,154.44	0.21
	Sandy Creek	\$628.00	\$52,000.00	2,793.86	-	2,934.58	-
SSA 2	Seven Pines	\$710.00	\$54,000.00	-	0.37	1,081.64	0.38
	Randolph-I	\$710.00	\$54,000.00	-	1.06	254.48	0.22
	Horseshoe Hills	\$710.00	\$54,000.00	-	-	6,419.00	0.56
SSA 4	Davis Branch	\$675.00	\$54,000.00	-	1.24	307.97	-
	Larkin Hollow	\$675.00	\$54,000.00	-	-	3,529.63	0.33

* Anticipated credits. Actual credit amounts may vary at time of credit release by the IRT.

As requested, contained within this RFQ submittal are:

1. CRFQ 0313-DEP2100000012
2. Contract Manager
3. Pricing Page
4. Bank Site Geographic Service Areas
5. Typical Agreement for Credit Purchase and Sale
6. Purchasing Affidavit
7. Disclosure of Interested Parties to Contracts
8. Commercial General Liability Insurance Documentation



EBX-EM appoints the following individual as the Contract Administrator and the initial point of contact for matters relating to this Contract:

Kevin Roush
Client Solutions Manager
137 ½ East Main Street, Suite 210
Oak Hill, West Virginia 25901
304.719.2511
kroush@res.us

RES stands ready to meet in person at the Purchasing Division's and DEP's convenience to discuss this quotation and answer any questions that might arise following review. We thank you very much for the opportunity.

Kind regards,

Kevin Roush
Client Solutions Manager
Resource Environmental Solutions
kroush@res.us | 304.719.2511



CRFQ 0313-DEP210000012



Department of Administration
 Purchasing Division
 2019 Washington Street East
 Post Office Box 50130
 Charleston, WV 25305-0130

State of West Virginia
 Centralized Request for Quote
 Miscellaneous

Proc Folder: 782104			Reason for Modification: Request for Quotation - Open End Contract
Doc Description: Mitigation Credits			
Proc Type: Central Master Agreement			
Date Issued	Solicitation Closes	Solicitation No	Version
2020-09-22	2020-10-13 13:30	CRFQ 0313 DEP2100000012	1

BID RECEIVING LOCATION

BID CLERK
 DEPARTMENT OF ADMINISTRATION
 PURCHASING DIVISION
 2019 WASHINGTON ST E
 CHARLESTON WV 25305
 US

VENDOR

Vendor Customer Code: VS0000005915
Vendor Name : EBX EM LLC
Address : 137 1/2
Street : East Main Street
City : Oak Hill
State : West Virginia **Country :** United States **Zip :** 25901
Principal Contact : Kevin Roush
Vendor Contact Phone: 304-719-2511 **Extension:**

FOR INFORMATION CONTACT THE BUYER
 Joseph E Hager III
 (304) 558-2306
 joseph.e.hageriii@wv.gov

Vendor Signature X  **FEIN#** 81-3040904 **DATE** 10/7/2020

All offers subject to all terms and conditions contained in this solicitation

ADDITIONAL INFORMATION

Request for quotation - Open End Contract

The West Virginia Purchasing Division is soliciting bids on behalf of the Department of Environmental Protection to establish an open-end contract for the purchase of released mitigation credits from U.S. Army Corps of Engineers approved mitigation bank(s) in various secondary service areas (SSAs) of the State, per the attached specifications and terms and conditions.

INVOICE TO	SHIP TO
ENVIRONMENTAL PROTECTION DIV OF WASTE AND WATER MGT 601 57TH ST SE CHARLESTON WV 25304 US	ENVIRONMENTAL PROTECTION DIVISION OF WATER AND WASTE MGT 601 57TH ST SE CHARLESTON WV 25304 US

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	Stream credits in ILF SSA 1	1.00000	EA	\$628.00	\$628.00

Comm Code	Manufacturer	Specification	Model #
94131501	EBX-EM LLC	Cline Run Mitigation Bank Site Foster Run Mitigation Bank Site Sandy Creek Mitigation Bank Site	

Extended Description:

Mitigation Credits / DWWM as outlined on the attached specifications

INVOICE TO	SHIP TO
ENVIRONMENTAL PROTECTION DIV OF WASTE AND WATER MGT 601 57TH ST SE CHARLESTON WV 25304 US	ENVIRONMENTAL PROTECTION DIVISION OF WATER AND WASTE MGT 601 57TH ST SE CHARLESTON WV 25304 US

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
2	Wetland credits in ILF SSA 1	1.00000	EA	\$52,000.00	\$52,000.00

Comm Code	Manufacturer	Specification	Model #
94131501	EBX-EM LLC	Cline Run Mitigation Bank Site Foster Run Mitigation Bank Site Sandy Creek Mitigation Bank Site	

Extended Description:

Mitigation Credits / DWWM as outlined on the attached specifications

INVOICE TO	SHIP TO
ENVIRONMENTAL PROTECTION DIV OF WASTE AND WATER MGT 601 57TH ST SE CHARLESTON WV 25304 US	ENVIRONMENTAL PROTECTION DIVISION OF WATER AND WASTE MGT 601 57TH ST SE CHARLESTON WV 25304 US

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
3	Stream credit in ILF SSA 2	1.00000	EA	\$710.00	\$710.00

Comm Code	Manufacturer	Specification	Model #
94131501	EBX-EM LLC	Seven Pines Mitigation Bank Site Randolph-I Mitigation Bank Site Horseshoe Hills Mitigation Bank Site	

Extended Description:
Mitigation Credits / DWWM as outlined on the attached specifications

INVOICE TO	SHIP TO
ENVIRONMENTAL PROTECTION DIV OF WASTE AND WATER MGT 601 57TH ST SE CHARLESTON WV 25304 US	ENVIRONMENTAL PROTECTION DIVISION OF WATER AND WASTE MGT 601 57TH ST SE CHARLESTON WV 25304 US

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
4	Wetland credits in ILF SSA 2	1.00000	EA	\$54,000.00	\$54,000.00

Comm Code	Manufacturer	Specification	Model #
94131501	EBX-EM LLC	Seven Pines Mitigation Bank Site Randolph-I Mitigation Bank Site Horseshoe Hills Mitigation Bank Site	

Extended Description:
Mitigation Credits / DWWM as outlined on the attached specifications

INVOICE TO	SHIP TO
ENVIRONMENTAL PROTECTION DIV OF WASTE AND WATER MGT 601 57TH ST SE CHARLESTON WV 25304 US	ENVIRONMENTAL PROTECTION DIVISION OF WATER AND WASTE MGT 601 57TH ST SE CHARLESTON WV 25304 US

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
5	Stream credits in ILF SSA 3	1.00000	EA	N/A	N/A

Comm Code	Manufacturer	Specification	Model #
94131501	N/A	N/A	

Extended Description:
Mitigation Credits / DWWM as outlined on the attached specifications

INVOICE TO	SHIP TO
ENVIRONMENTAL PROTECTION DIV OF WASTE AND WATER MGT 601 57TH ST SE CHARLESTON WV 25304 US	ENVIRONMENTAL PROTECTION DIVISION OF WATER AND WASTE MGT 601 57TH ST SE CHARLESTON WV 25304 US

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
6	Wetland credits in ILF SSA 3	1.00000	EA	N/A	N/A

Comm Code	Manufacturer	Specification	Model #
94131501	N/A	N/A	

Extended Description:
Mitigation Credits/ DWWM as outlined on the attached specifications

INVOICE TO	SHIP TO
ENVIRONMENTAL PROTECTION DIV OF WASTE AND WATER MGT 601 57TH ST SE CHARLESTON WV 25304 US	ENVIRONMENTAL PROTECTION DIVISION OF WATER AND WASTE MGT 601 57TH ST SE CHARLESTON WV 25304 US

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
7	Stream credits in ILF SSA 4	1.00000	EA	\$675.00	\$675.00

Comm Code	Manufacturer	Specification	Model #
94131501	EBX-EM LLC	Davis Branch Mitigation Bank Site Larkin Hollow Mitigation Bank Site	

Extended Description:
Mitigation Credits / DWWM as outlined on the attached specifications

INVOICE TO	SHIP TO
ENVIRONMENTAL PROTECTION DIV OF WASTE AND WATER MGT 601 57TH ST SE CHARLESTON WV 25304 US	ENVIRONMENTAL PROTECTION DIVISION OF WATER AND WASTE MGT 601 57TH ST SE CHARLESTON WV 25304 US

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
8	Wetland credits in ILF SSA 4	1.00000	EA	\$54,000.00	\$54,000.00

Comm Code	Manufacturer	Specification	Model #
94131501	EBX-EM LLC	Davis Branch Mitigation Bank Site Larkin Hollow Mitigation Bank Site	

Extended Description:
Mitigation Credits / DWWM as outlined on the attached specifications

INVOICE TO	SHIP TO
ENVIRONMENTAL PROTECTION DIV OF WASTE AND WATER MGT 601 57TH ST SE CHARLESTON WV 25304 US	ENVIRONMENTAL PROTECTION DIVISION OF WATER AND WASTE MGT 601 57TH ST SE CHARLESTON WV 25304 US

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
9	Stream credits in ILF SSA 5	1.00000	EA	N/A	N/A

Comm Code	Manufacturer	Specification	Model #
94131501	N/A	N/A	

Extended Description:
Mitigation Credits / DWWM as outlined on the attached specifications

INVOICE TO	SHIP TO
ENVIRONMENTAL PROTECTION DIV OF WASTE AND WATER MGT 601 57TH ST SE CHARLESTON WV 25304 US	ENVIRONMENTAL PROTECTION DIVISION OF WATER AND WASTE MGT 601 57TH ST SE CHARLESTON WV 25304 US

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
10	Wetland credits in ILF SSA 5	1.00000	EA	N/A	N/A

Comm Code	Manufacturer	Specification	Model #
94131501	N/A	N/A	

Extended Description:
Mitigation Credits / DWWM as outlined on the attached specifications

SCHEDULE OF EVENTS

<u>Line</u>	<u>Event</u>	<u>Event Date</u>
-------------	--------------	-------------------

	Document Phase	Document Description	Page
DEP210000012	Final	Mitigation Credits	7

ADDITIONAL TERMS AND CONDITIONS

See attached document(s) for additional Terms and Conditions



CONTRACT MANAGER

9. MISCELLANEOUS:

- 9.1 No Substitutions:** Vendor shall supply only Contract Items submitted in response to the Solicitation unless a contract modification is approved in accordance with the provisions contained in this Contract.
- 9.2 Vendor Supply:** Vendor must carry sufficient inventory of the Contract Items being offered to fulfill any Agreement for Credit Purchase and Sale signed under this Contract. By signing the Agreement for Credit Purchase and Sale, Vendor certifies that it can supply the Contract Items needed at that time.
- 9.3 Reports:** Vendor shall provide reports, upon request, showing the items purchased during the term of this Contract, the quantity purchased for each of those items, and the total value of purchases for each of those items. Failure to supply such reports may be grounds for cancellation of this Contract.
- 9.4 Contract Manager:** During its performance of this Contract, Vendor must designate and maintain a primary contract manager responsible for overseeing Vendor's responsibilities under this Contract. The Contract manager must be available during normal business hours to address any customer service or other issues related to this Contract. Vendor should list its Contract manager and his or her contact information below.

Contract Manager: Kevin Roush

Telephone Number: 304-719-2511

Fax Number: N/A

Email Address: kroush@res.us

Bank Name: West Virginia Mitigation Bank

Bank Physical Address: 137 1/2 East Main Street, Suite 210, Oak Hill, WV 25901

Service Area (HUC's) Upper Ohio North, Upper Ohio South, Middle Ohio North, Little Kanawha, Middle Ohio South, Dunkard, Monogahela, West Fork, Tygart Valley, Cheat, Youghiogheny, Lower Kanawha, Upper Kanawha, Elk, Coal, Lower New, Gauley, Greenbrier, Upper New, James



PRICING PAGES

EXHIBIT A

PURCHASE OF STREAM AND/OR WETLAND MITIGATION CREDITS
PRICING PAGE

Item	Description	Quantity	Unit Price	Extended Price
1	Stream credits in ILF SSA 1	1	\$628.00	\$628.00
2	Wetland credits in ILF SSA 1	1	\$52,000.00	\$52,000.00
3	Stream credit in ILF SSA 2	1	\$710.00	\$710.00
4	Wetland credits in ILF SSA 2	1	\$54,000.00	\$54,000.00
5	Stream credits in ILF SSA 4	1	\$675.00	\$675.00
6	Wetland credits in ILF SSA 4	1	\$54,000.00	\$54,000.00
7	Stream credits in ILF SSA 5	1	N/A	N/A
8	Wetland credits in ILF SSA 5	1	N/A	N/A
	Total			\$162,013.00

Mitigation Bank Information

The following is required as part of the bid.

Bank Name: West Virginia Mitigation Bank

Physical Address: 137 1/2 East Main Street, Suite 210, Oak Hill, WV 25901

Bank Owner Name: EBX EM LLC

Bank Owner Address: 137 1/2 East Main Street, Suite 210, Oak Hill, WV 25901

Contact Name: Kevin Roush

Contact Email: kroush@res.us

Service Area (HUCs): Upper Ohio North, Upper Ohio South, Middle Ohio North, Little Kanawha, Middle Ohio South, Dunkard, Monogahela, West Fork, Tygart Valley, Cheat, Youghiogheny, Lower Kanawha, Upper Kanawha, Elk, Coal, Lower New, Gauley, Greenbrier, Upper New, James

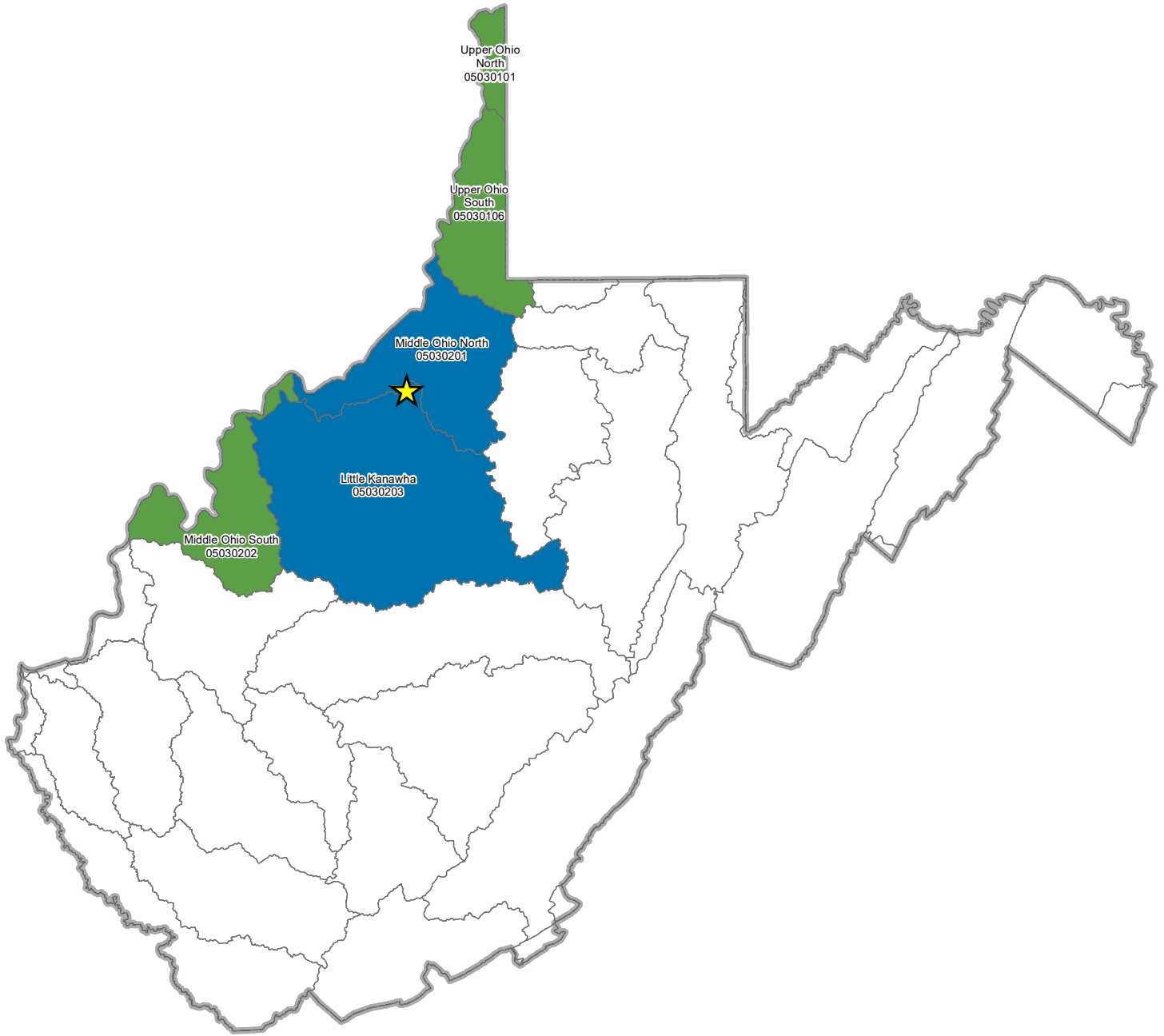
Required Items: Return the following with your bid.

Bank geographic service area map or equivalent

Bank's Agreement for Credit Purchase and Sale







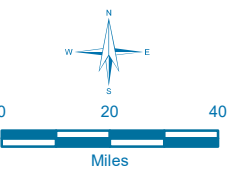
BANK SITE GEOGRAPHIC SERVICE AREAS



Horizontal Datum is NAD83 StatePlane WV N.
Project limits are approximate.

Legend

-  Cline Run Mitigation Bank Site
-  8 Digit HUC Watershed
-  Secondary Service Area
-  Primary Service Area

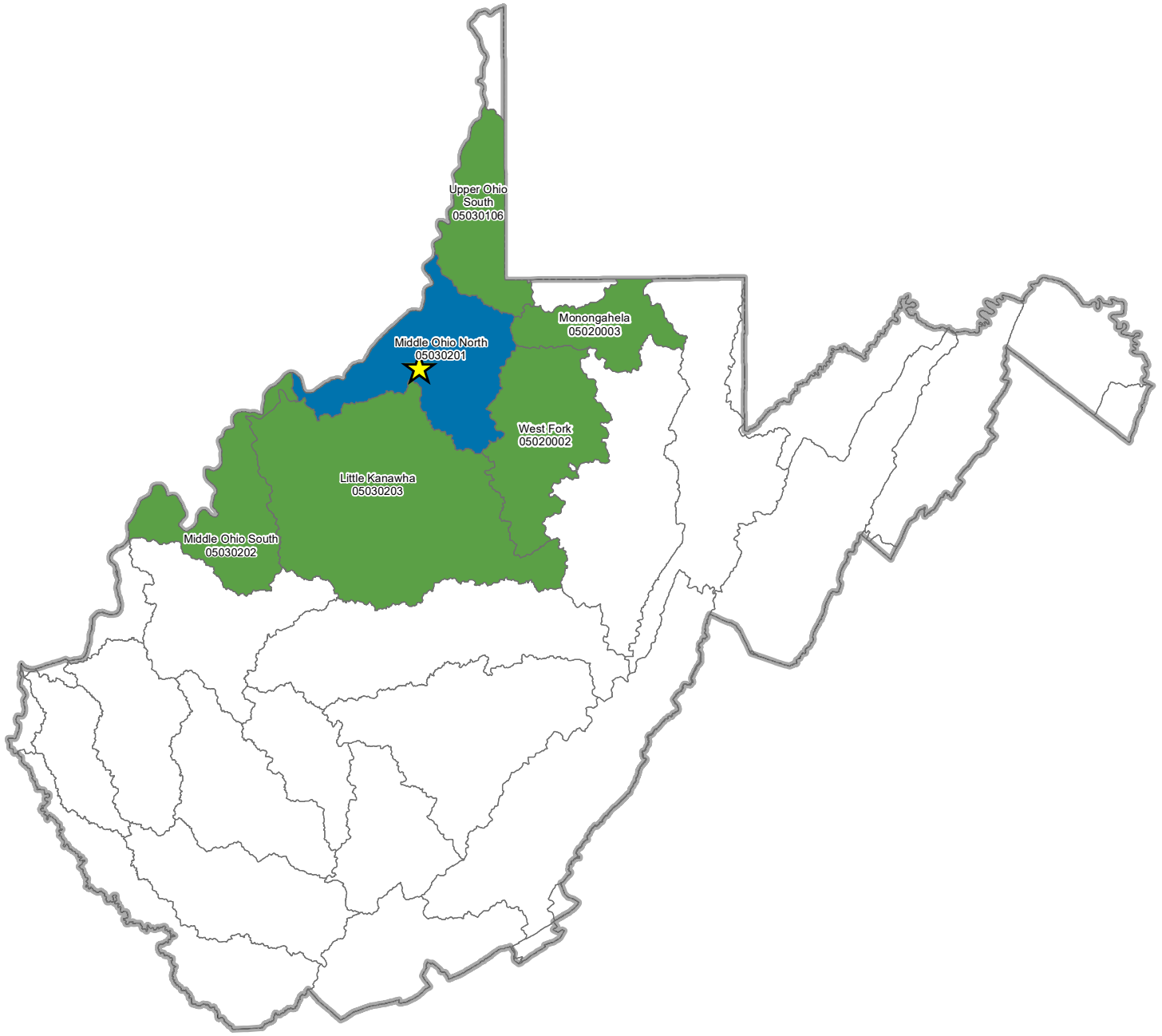


EBX-EM, LLC
Cline Run Mitigation Bank Site
Service Area Map
West Virginia





Date: 1/31/2017
Drawn by: KPR
Checked by: JAS



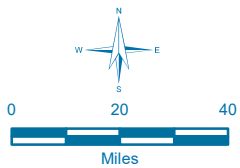
Document Path: F:\GIS\WV\sewa\05030201\DraftMap\ClineRun_Service_Area.mxd



Legend

-  Foster Run Mitigation Bank Site
-  8 Digit HUC Watershed
-  Primary Service Area
-  Secondary Service Area

Horizontal Datum is NAD83 StatePlane WV N.
Project limits are approximate.



EBX-EM, LLC

**Foster Run Mitigation Bank Site
Service Area Map**

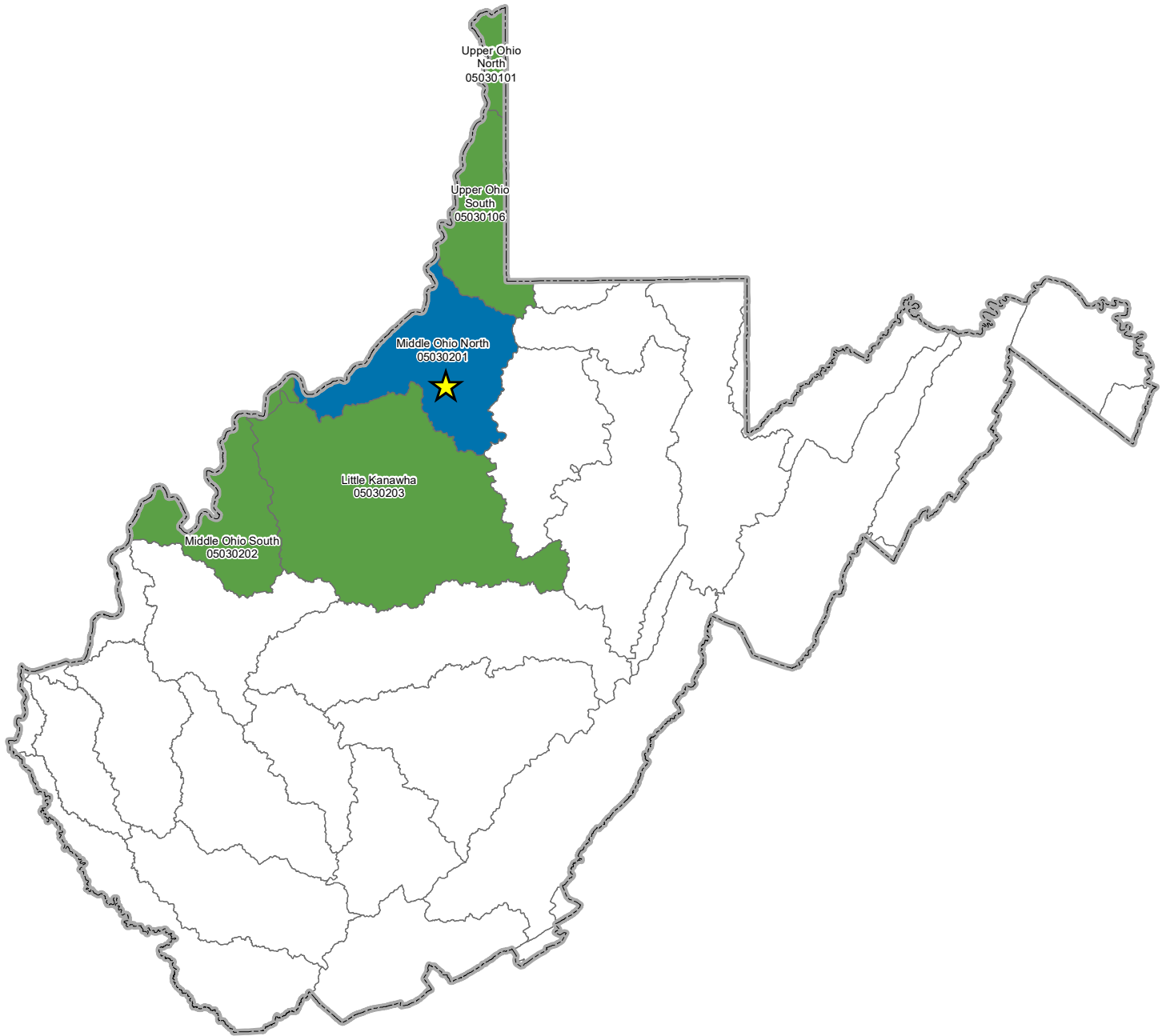
West Virginia

Date: 2/6/2017

Drawn by: KPR




Checked by: JAS

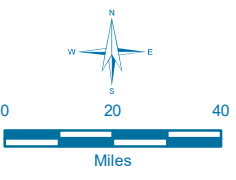




Horizontal Datum is NAD83 StatePlane WV N.
Project limits are approximate.

Legend

-  Sandy Creek Mitigation Bank Site
-  Primary Service Area
-  Secondary Service Area

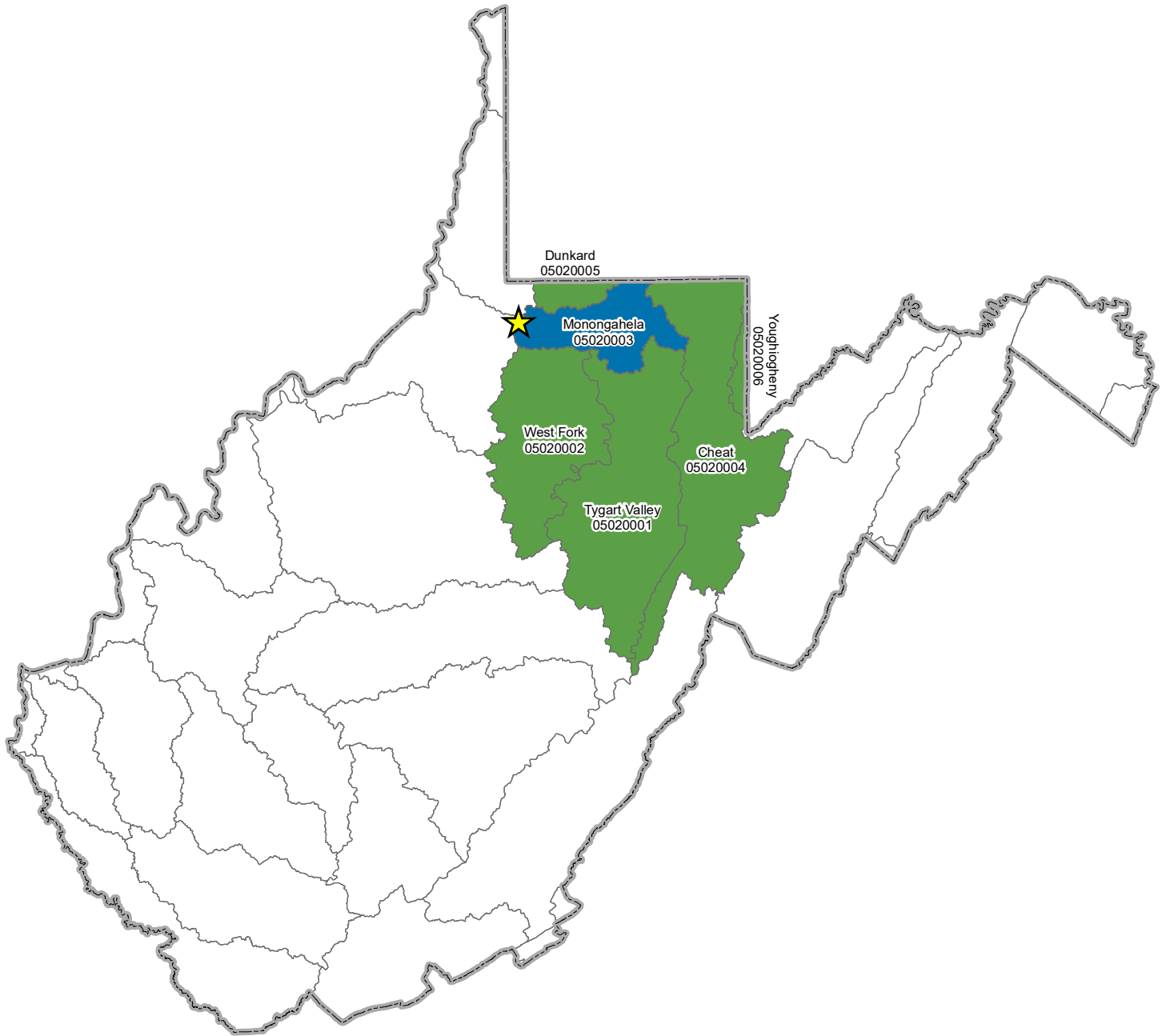


EBX-EM, LLC
Sandy Creek Mitigation Bank Site
Service Area Map
West Virginia

Date: 4/8/2019
Drawn by: KPR
Checked by: KLR







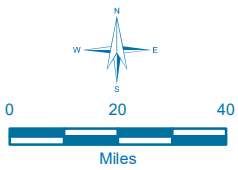
Document Path: D:\GIS\WV\Statewide_Data\MapInfo\SandyCreek_Service_Areas.mxd



Horizontal Datum is NAD83 StatePlane WV N.
Project limits are approximate.

Legend

-  Seven Pines Mitigation Bank Site
-  8 Digit HUC Watershed
-  Primary Service Area
-  Secondary Service Area



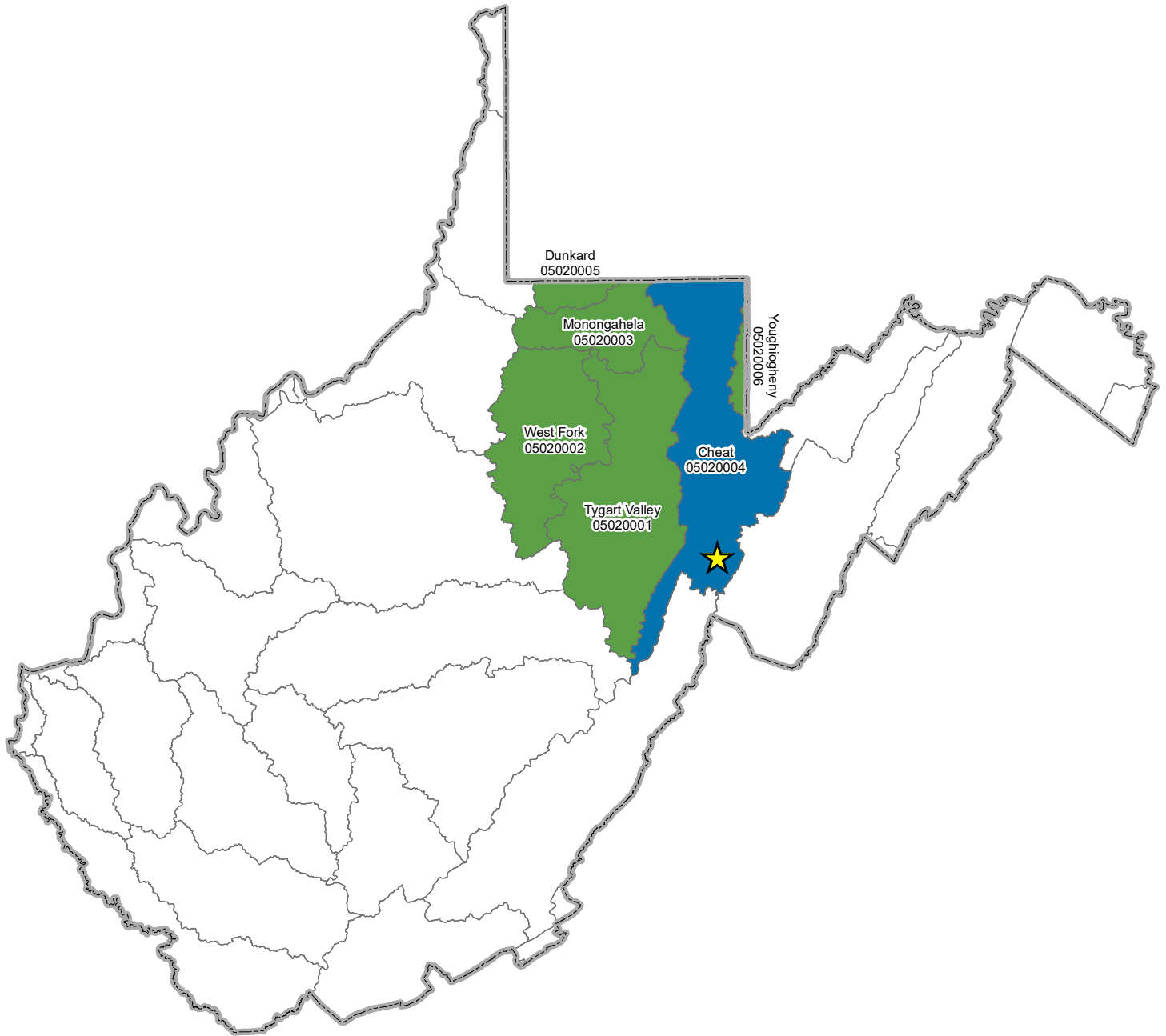
EBX-EM, LLC

**Seven Pines Mitigation Bank Site
Service Area Map**

West Virginia





Date: 6/26/2019
Drawn by: KPR
Checked by: JAS

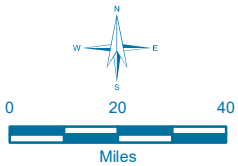




Horizontal Datum is NAD83 StatePlane WV N.
Project limits are approximate.

Legend

-  Randolph-I Mitigation Bank Site
-  8 Digit HUC Watershed
-  Primary Service Area
-  Secondary Service Area



EBX-EM, LLC

**Randolph-I Mitigation Bank Site
Service Area Map**

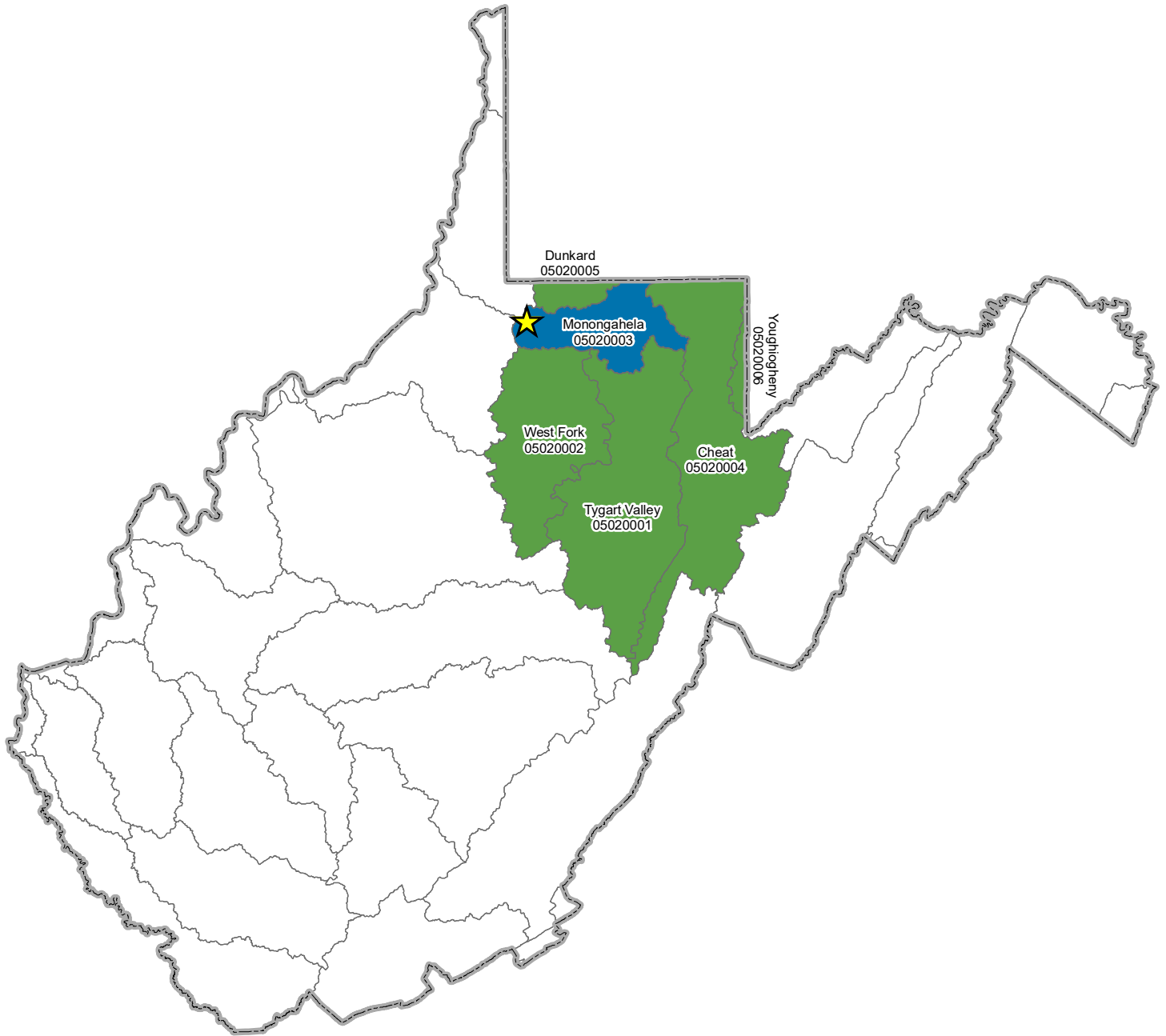
West Virginia

Date: 6/26/2019

Drawn by: KPR





Checked by: JAS

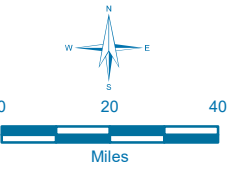




Horizontal Datum is NAD83 StatePlane WV N.
Project limits are approximate.

Legend

-  Horseshoe Hills Mitigation Bank Site
-  8 Digit HUC Watershed
-  Primary Service Area
-  Secondary Service Area



EBX-EM, LLC

**Horseshoe Hills Mitigation Bank Site
Service Area Map**

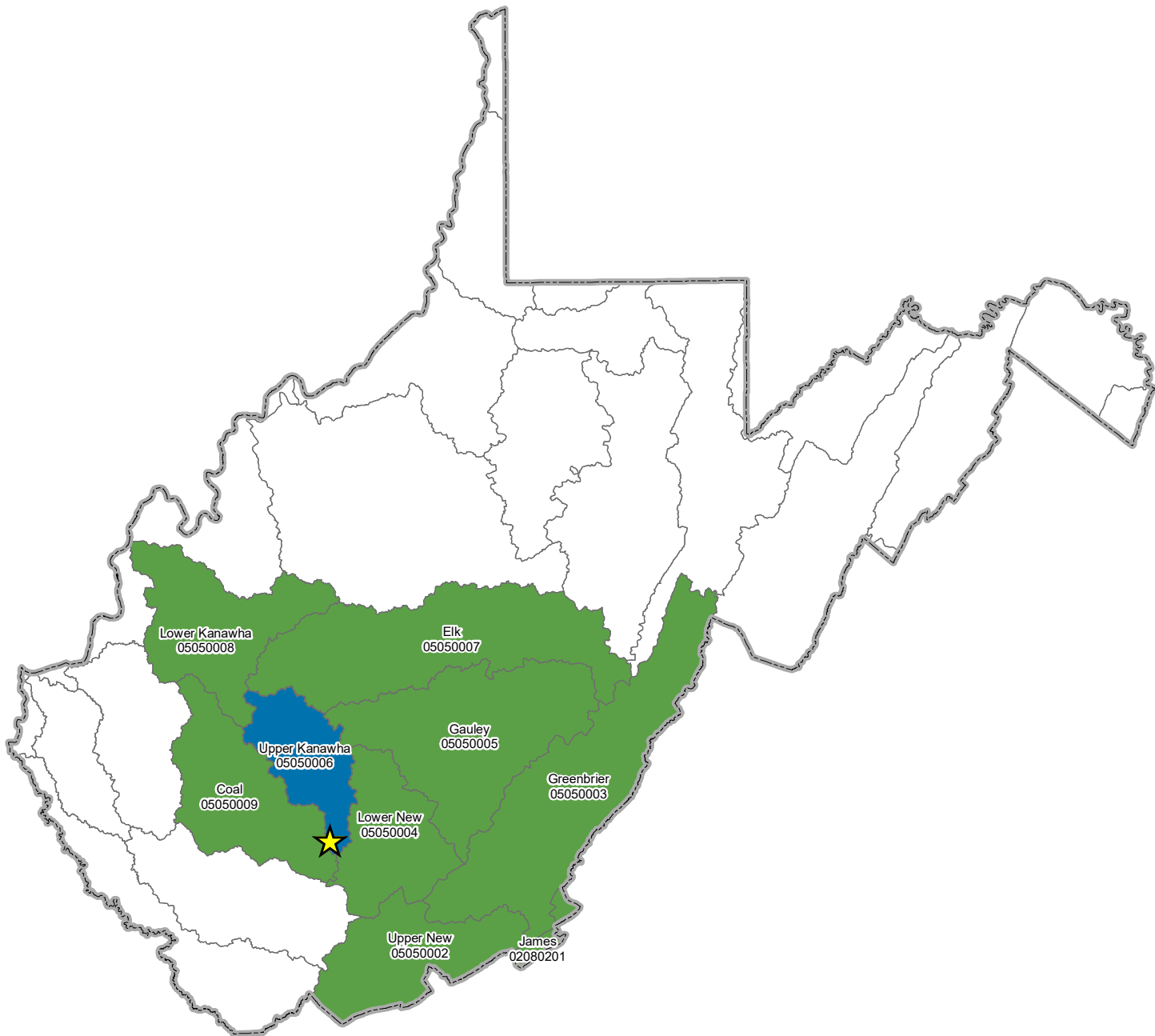
West Virginia

Date: 10/6/2020

Drawn by: KPR





Checked by: JAS

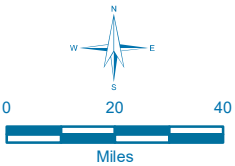




Horizontal Datum is NAD83 StatePlane WV N.
Project limits are approximate.

Legend

-  Davis Branch Mitigation Bank Site
-  8 Digit HUC Watershed
-  Primary Service Area
-  Secondary Service Area



EBX-EM, LLC
Davis Branch Mitigation Bank Site
Service Area Map

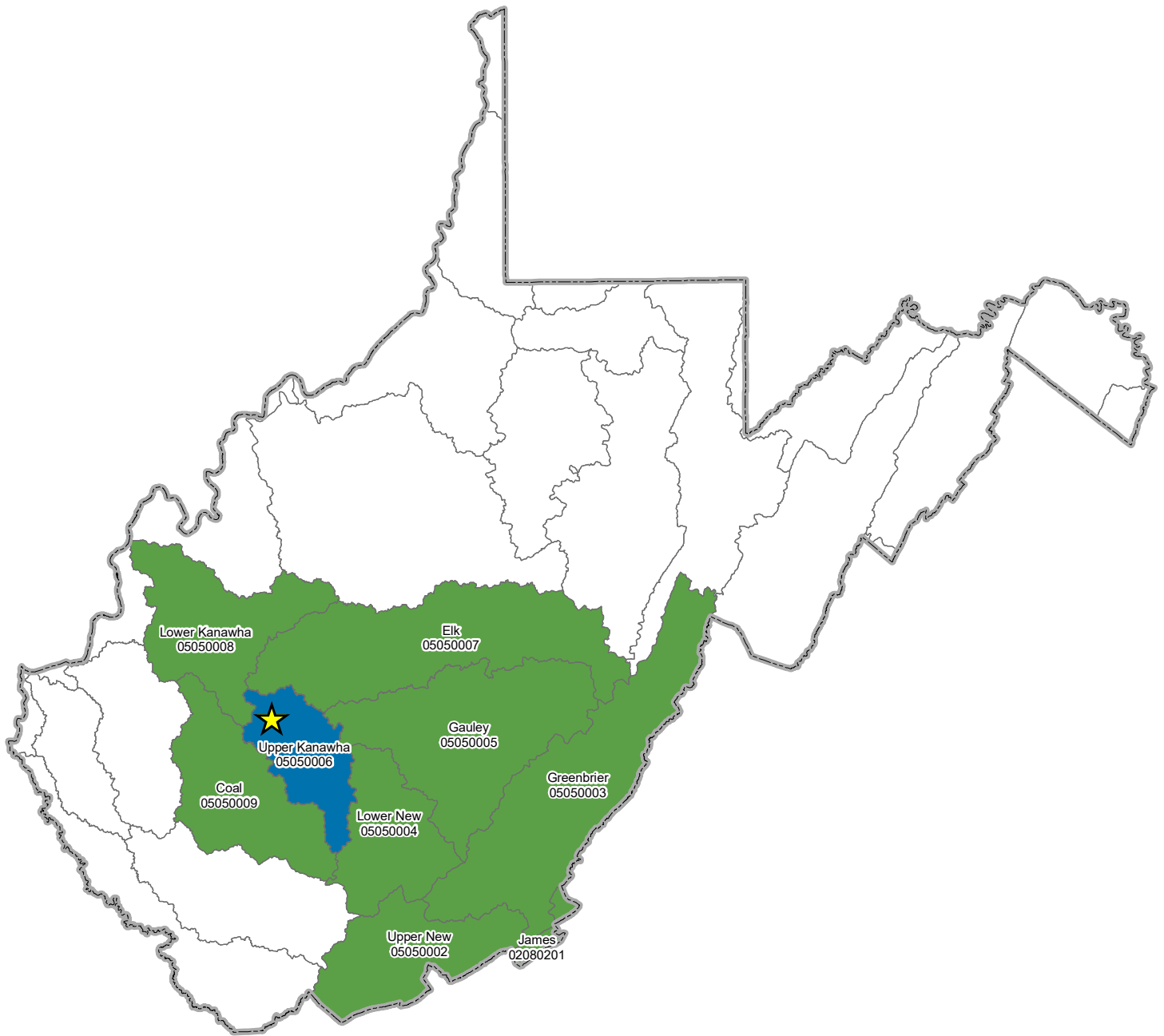
West Virginia

Date: 6/26/2019

Drawn by: KPR





Checked by: JAS

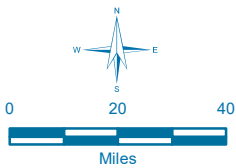




Horizontal Datum is NAD83 StatePlane WV N.
Project limits are approximate.

Legend

-  Larkin Hollow Mitigation Bank Site
-  8 Digit HUC Watershed
-  Primary Service Area
-  Secondary Service Area



**EBX-EM, LLC
Larkin Hollow Mitigation Bank Site
Service Area Map**

West Virginia

Date: 10/6/2020

Drawn by: KPR

Checked by: JAS



Document Path: D:\GIS\BWWS\Area08_Data\Map\LarkinHollow_Service_Area.mxd



TYPICAL AGREEMENT FOR CREDIT PURCHASE AND SALE

MITIGATION CREDIT SUPPLY AGREEMENT

THIS MITIGATION CREDIT SUPPLY AGREEMENT (this “Agreement”) by and between EBX-EM LLC, a Delaware corporation (“Bank Sponsor”), and [BUYER] (“Buyer”) is effective as of [DATE] (the “Effective Date”).

RECITALS:

WHEREAS, Bank Sponsor has established a mitigation bank known as the [BANK NAME] (the “Bank”) authorized by the United States Army Corps of Engineers (the “Permitting Agency”) pursuant to a West Virginia Umbrella Mitigation Banking Instrument (as amended or modified from time to time, the “Bank Instrument”);

WHEREAS, Bank Sponsor is authorized to operate the Bank and to sell and transfer mitigation credits and/or acres, as described in the Bank Instrument (“Mitigation Credits”), in accordance with and the Bank Instrument; and

WHEREAS, Buyer desires to purchase Mitigation Credits.

THEREFORE, for and in consideration of the premises and the payment set forth herein, Bank Sponsor and Buyer agree to the following terms and conditions:

AGREEMENTS:

1. Purchase of Mitigation Credits.

a. Purchase. Bank Sponsor hereby agrees to sell to Buyer, and Buyer hereby agrees to buy from Bank Sponsor, [NUMBER] Mitigation Credits on the terms, and subject to the conditions, set forth herein (the “Purchased Credits”).

b. Purchase Price. The purchase price for the Purchased Credits is \$[] (the “Purchase Price”). Buyer agrees to pay Bank Sponsor the Purchase Price by wire transfer in accordance with Exhibit A or as directed by Buyer no later than sixty (60) business days after the Effective Date. All amounts paid under this Agreement shall, when paid, be deemed to be fully earned by Bank Sponsor and non-refundable.

c. Default. If Buyer fails to pay the Purchase Price when due then: (i) Bank Sponsor shall not be required to perform hereunder and shall not be responsible for any breach, liability or damages resulting from such non-performance; and (ii) Bank Sponsor may pursue such remedies as may be available at law and in equity and terminate this Agreement. If Bank Sponsor terminates this Agreement, Bank Sponsor shall thereafter be relieved of its responsibilities hereunder and shall have no further obligations to Buyer, ownership of the Purchased Credits shall automatically revert to Bank Sponsor, and Bank Sponsor shall be free to sell the Purchased Credits to one or more third parties.

2. Ownership and Application of Purchased Credits.

a. Ownership. As of the Effective Date, Buyer shall own the Purchased Credits. At any point after the Effective Date, Buyer may request that Bank Sponsor apply the Purchased Credits to a permit by delivering a notice containing the information on Exhibit B to this Agreement (the “Application Notice”). If Exhibit B has been completed on the Effective Date, Buyer shall be deemed to have provided the Application Notice on the Effective Date.

b. Application of Purchased Credits. Upon receipt of the Application Notice, Bank Sponsor shall promptly provide the Permitting Agency with the documentation required by the Bank Instrument to apply the Purchased Credits to the permit specified by Buyer. Buyer is solely responsible for the accuracy of the information provided to Bank Sponsor in the Application Notice. Bank Sponsor shall have neither the duty to confirm the accuracy of the information provided by Buyer nor any liability for inaccurate information.

c. Bank Sponsor Responsibilities. In no event will Bank Sponsor be responsible (i) if the Permitting Agency does not allow the Purchased Credits to be applied to a permit, (ii) for determining the nature or amount of mitigation required by Buyer for any project or permit or by applicable law, or (iii) for compliance with the terms and conditions of any permit ultimately issued to Buyer in connection with any project or otherwise.

3. Miscellaneous.

a. Governing Law and WAIVER OF JURY TRIAL. This Agreement and all matters arising out of or relating to this

Agreement are governed by the laws of West Virginia, without giving effect to any conflict of laws provisions thereof. Either party may only institute any legal suit, action, or proceeding arising out of or relating to this Agreement in the state courts located in Kanawha County, West Virginia. EACH PARTY HEREBY IRREVOCABLY AND UNCONDITIONALLY: (A) CONSENTS AND SUBMITS TO THE EXCLUSIVE JURISDICTION OF THE AFOREMENTIONED COURTS; (B) WAIVES ANY OBJECTION TO THAT CHOICE OF FORUM BASED ON VENUE OR TO THE EFFECT THAT THE FORUM IS NOT CONVENIENT; AND (C) WAIVES ANY RIGHT TO TRIAL BY JURY.

b. Counterparts and Authorization. This Agreement may be signed by facsimile or electronic PDF signature, which signature shall be deemed to constitute an original signature and be binding as such. This Agreement may be executed in identical counterparts, each of which when so executed and delivered will constitute an original, but all of which taken together will constitute one and the same instrument. The parties each separately represent that the person signing this Agreement is duly authorized to sign this Agreement.

c. Force Majeure. No party shall be liable or responsible to the other party, or deemed to have breached this Agreement, for any failure or delay in satisfying its obligations hereunder if such failure or delay is attributable to any of the following: strikes, riots, acts of God, shortages of labor or materials, war, terrorist acts or activities, orders, laws, regulations, or restrictions, adverse determinations from the Permitting Agency or any other governmental authority, or any other causes which are beyond the reasonable control of the responsible party.

d. Consequential Damages. Notwithstanding any provision of this Agreement to the contrary, no party shall be liable for any lost or prospective profits or any other indirect, consequential, special, incidental, punitive, or other exemplary losses or damages, whether based in contract, warranty, indemnity, negligence, strict liability or other tort or otherwise, regardless of the foreseeability or the cause thereof. Each party expressly agrees that the affiliates, members, partners and shareholders of any defaulting or breaching party hereunder are not jointly, solidarily or severally liable for any costs, expenses, losses or damages arising from such party's breach or default under this Agreement.

e. Notice. All notices to be sent by one party to the other pursuant to this Agreement shall be in email followed up with a notice writing delivered or sent: (a) in person; (b) by U.S. Mail, postage prepaid and certified with return receipt requested; or (c) by nationally recognized overnight delivery service, prepaid, and addressed as set forth on the signature page. Either party may change its address by notifying the other party in writing of the change of address and incorporating that change as a change order into this Agreement.

f. Other. Buyer's entering into this Agreement does not give the Buyer rights to monies generated by the Bank, and further, Buyer does not obtain any rights of ownership or use of the real property associated with the Bank or any other property interests of Bank Sponsor or its affiliates. Bank Sponsor may, in its discretion and in lieu of supplying the Purchased Credits, obtain mitigation credits from other mitigation banks and provide those credits to Buyer as long as doing so would not adversely impact Buyer. Paragraphs 3.a and 3.e shall survive the termination of this Agreement.

g. General. Buyer's rights under this Agreement shall not be assigned or apportioned, either voluntarily or by operation of law, without the prior written consent of Bank Sponsor. This Agreement shall be binding upon and inure to the benefit of the successors and assigns of either party. This Agreement may not be changed, amended or modified except by an instrument in writing signed by both parties. The unenforceability, invalidity, or illegality of any provision hereof shall not render any other provision unenforceable, invalid, or illegal. This Agreement is not intended to create, and it shall not create, any partnership, joint venture, or similar arrangement between Buyer and Bank Sponsor. No party's failure or delay in exercising any of its rights hereunder will constitute a waiver of such rights unless expressly waived in writing.

[Signature Page Follows]

The parties have executed this Agreement effective as of the Effective Date.

BANK SPONSOR:

EBX-EM LLC,
a Delaware limited liability company

By: Environmental Banc & Exchange, LLC,
a Maryland limited liability company,
its manager

By: Resource Environmental Solutions, LLC,
a Louisiana limited liability company,
its manager

By: _____

Name: _____

Title: _____

Date: _____

[BUYER]

By: _____

Name: _____

Date: _____

Address: _____

Exhibit A

Bank: Iberia Bank
11 Greenway Plaza
Suite 2900
Houston, TX 77046

Routing No.: 265-270-413

Account No.: 20000-575453

Account Name: Resource Environmental Solutions, LLC Checking Account

For questions, please call Thomas Judice with Bank Sponsor at (225) 372-6113; or Yvonne Robinson with Iberia Bank at (713) 624-7715.

Exhibit B

Buyer Information:	[Name, address and phone number]
Permitting Agency:	[Name, address and phone number]
Permit Application Number and Date:	[Fill in]
Project Name & Location:	[Fill in]
Brief Description of Impacts to be Mitigated by the Credits:	[For example, impact on [x] wetlands, etc.]



PURCHASING AFFIDAVIT

STATE OF WEST VIRGINIA
Purchasing Division

PURCHASING AFFIDAVIT

CONSTRUCTION CONTRACTS: Under W. Va. Code § 5-22-1(i), the contracting public entity shall not award a construction contract to any bidder that is known to be in default on any monetary obligation owed to the state or a political subdivision of the state, including, but not limited to, obligations related to payroll taxes, property taxes, sales and use taxes, fire service fees, or other fines or fees.

ALL CONTRACTS: Under W. Va. Code §5A-3-10a, no contract or renewal of any contract may be awarded by the state or any of its political subdivisions to any vendor or prospective vendor when the vendor or prospective vendor or a related party to the vendor or prospective vendor is a debtor and: (1) the debt owed is an amount greater than one thousand dollars in the aggregate; or (2) the debtor is in employer default.

EXCEPTION: The prohibition listed above does not apply where a vendor has contested any tax administered pursuant to chapter eleven of the W. Va. Code, workers' compensation premium, permit fee or environmental fee or assessment and the matter has not become final or where the vendor has entered into a payment plan or agreement and the vendor is not in default of any of the provisions of such plan or agreement.

DEFINITIONS:

"Debt" means any assessment, premium, penalty, fine, tax or other amount of money owed to the state or any of its political subdivisions because of a judgment, fine, permit violation, license assessment, defaulted workers' compensation premium, penalty or other assessment presently delinquent or due and required to be paid to the state or any of its political subdivisions, including any interest or additional penalties accrued thereon.

"Employer default" means having an outstanding balance or liability to the old fund or to the uninsured employers' fund or being in policy default, as defined in W. Va. Code § 23-2c-2, failure to maintain mandatory workers' compensation coverage, or failure to fully meet its obligations as a workers' compensation self-insured employer. An employer is not in employer default if it has entered into a repayment agreement with the Insurance Commissioner and remains in compliance with the obligations under the repayment agreement.

"Related party" means a party, whether an individual, corporation, partnership, association, limited liability company or any other form or business association or other entity whatsoever, related to any vendor by blood, marriage, ownership or contract through which the party has a relationship of ownership or other interest with the vendor so that the party will actually or by effect receive or control a portion of the benefit, profit or other consideration from performance of a vendor contract with the party receiving an amount that meets or exceeds five percent of the total contract amount.

AFFIRMATION: By signing this form, the vendor's authorized signer affirms and acknowledges under penalty of law for false swearing (W. Va. Code §61-5-3) that: (1) for construction contracts, the vendor is not in default on any monetary obligation owed to the state or a political subdivision of the state, and (2) for all other contracts, that neither vendor nor any related party owe a debt as defined above and that neither vendor nor any related party are in employer default as defined above, unless the debt or employer default is permitted under the exception above.

WITNESS THE FOLLOWING SIGNATURE:

Vendor's Name: EBX EM LLC

Authorized Signature: *Michael Sorich* Date: 10/6/2020

State of Pennsylvania

County of Allegheny, to-wit:

Taken, subscribed, and sworn to before me this 6th day of October, 2020

My Commission expires September 23, 2021.

AFFIX SEAL HERE

COMMONWEALTH OF PENNSYLVANIA
NOTARIAL SEAL
Donna Lauren Giammatteo, Notary Public
Adams Twp., Butler County
My Commission Expires Sept. 23, 2021
MEMBER, PENNSYLVANIA ASSOCIATION OF NOTARIES

NOTARY PUBLIC

Donna Lauren Giammatteo



DISCOLOSURE OF INTRESTED PARTIES TO CONTRACTS

West Virginia Ethics Commission



Disclosure of Interested Parties to Contracts

Pursuant to *W. Va. Code* § 6D-1-2, a state agency may not enter into a contract, or a series of related contracts, that has/have an actual or estimated value of \$1 million or more until the business entity submits to the contracting state agency a Disclosure of Interested Parties to the applicable contract. In addition, the business entity awarded a contract is obligated to submit a supplemental Disclosure of Interested Parties reflecting any new or differing interested parties to the contract within 30 days following the completion or termination of the applicable contract.

For purposes of complying with these requirements, the following definitions apply:

"Business entity" means any entity recognized by law through which business is conducted, including a sole proprietorship, partnership or corporation, but does not include publicly traded companies listed on a national or international stock exchange.

"Interested party" or "Interested parties" means:

- (1) A business entity performing work or service pursuant to, or in furtherance of, the applicable contract, including specifically sub-contractors;
- (2) the person(s) who have an ownership interest equal to or greater than 25% in the business entity performing work or service pursuant to, or in furtherance of, the applicable contract. (This subdivision does not apply to a publicly traded company); and
- (3) the person or business entity, if any, that served as a compensated broker or intermediary to actively facilitate the applicable contract or negotiated the terms of the applicable contract with the state agency. (This subdivision does not apply to persons or business entities performing legal services related to the negotiation or drafting of the applicable contract.)

"State agency" means a board, commission, office, department or other agency in the executive, judicial or legislative branch of state government, including publicly funded institutions of higher education: Provided, that for purposes of *W. Va. Code* § 6D-1-2, the West Virginia Investment Management Board shall not be deemed a state agency nor subject to the requirements of that provision.

The contracting business entity must complete this form and submit it to the contracting state agency prior to contract award and to complete another form within 30 days of contract completion or termination.

This form was created by the State of West Virginia Ethics Commission, 210 Brooks Street, Suite 300, Charleston, WV 25301-1804. Telephone: (304)558-0664; fax: (304)558-2169; e-mail: ethics@wv.gov; website: www.ethics.wv.gov.

West Virginia Ethics Commission
Disclosure of Interested Parties to Contracts
(Required by W. Va. Code § 6D-1-2)

Name of Contracting Business Entity: EBX EM LLC Address: 137 1/2 East Main Street, Suite 210 Oak Hill, WV 25901

Name of Authorized Agent: Michael Sachs, PE Address: 33 Terminal Way, Suite W445A Pittsburgh, PA 15219

Contract Number: CRFQ 0313 DEP2100000012 Contract Description: Mitigation Credits

Governmental agency awarding contract: State of West Virginia - Environmental Protection Division

Check here if this is a Supplemental Disclosure

List the Names of Interested Parties to the contract which are known or reasonably anticipated by the contracting business entity for each category below (attach additional pages if necessary):

- 1. Subcontractors or other entities performing work or service under the Contract
2. Any person or entity who owns 25% or more of contracting entity (not applicable to publicly traded entities)
3. Any person or entity that facilitated, or negotiated the terms of, the applicable contract (excluding legal services related to the negotiation or drafting of the applicable contract)

Signature: [Handwritten Signature] Date Signed: 10/6/2020

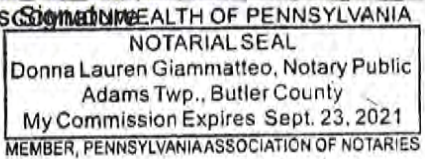
Notary Verification

State of Pennsylvania, County of Allegheny

I, Michael Sachs, the authorized agent of the contracting business entity listed above, being duly sworn, acknowledge that the Disclosure herein is being made under oath and under the penalty of perjury.

Taken, sworn to and subscribed before me this 6th day of October, 2020

[Handwritten Signature] Notary Public's Signature



To be completed by State Agency: Date Received by State Agency: Date submitted to Ethics Commission: Governmental agency submitting Disclosure:



COMMERCIAL GENERAL LIABILITY INSURANCE DOCUMENTATION



CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)
02/05/2020

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 have ADDITIONAL INSURED provisions or 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 Aon Risk Insurance Services West, Inc. Denver CO Office 1900 16th Street, Suite 1000 Denver CO 80202 USA	CONTACT NAME: PHONE (A/C. No. Ext): (303) 758-7688 FAX (A/C. No.): (303) 758-9458		
	E-MAIL ADDRESS:		
INSURED EBX-EM LLC 137½ East Main Street, Suite 210 Oak Hill WV 25901 USA	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A: United States Fire Insurance Co.		21113
	INSURER B: Scottsdale Ins Company		41297
	INSURER C: Colony Insurance Company		39993
	INSURER D: Liberty Insurance Corporation		42404
	INSURER E: INSURER F:		

COVERAGES **CERTIFICATE NUMBER:** 570080460832 **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. Limits shown are as requested

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"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			VRS0004291	12/31/2019	12/31/2020	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$350,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 Deductible \$25,000
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			133-746934-5	12/31/2019	12/31/2020	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)
B	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION			VES0002947 Occurrence Basis	12/31/2019	12/31/2020	EACH OCCURRENCE AGGREGATE \$10,000,000
D	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	N/A	WC7Z91470057010	01/01/2020	01/01/2021	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE-EA EMPLOYEE \$1,000,000 E.L. DISEASE-POLICY LIMIT \$1,000,000
B	Env Contr Prof			VRS0004291 Prof/Poll - Claims Made	12/31/2019	12/31/2020	Ea Claim / Cvg \$1,000,000 Aggregate \$2,000,000 Deductible \$25,000

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

CERTIFICATE HOLDER**CANCELLATION**

EBX-EM, LLC 137½ East Main Street, Suite 210 Oak Hill WV 25901 USA	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 <i>Aon Risk Insurance Services West, Inc.</i>

Holder Identifier :

570080460832

Certificate No :





ADDITIONAL REMARKS SCHEDULE

AGENCY Aon Risk Insurance Services West, Inc.		NAMED INSURED EBX-EM LLC	
POLICY NUMBER See Certificate Number: 570080460832			
CARRIER See Certificate Number: 570080460832	NAIC CODE	EFFECTIVE DATE:	

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: ACORD 25 **FORM TITLE:** Certificate of Liability Insurance

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER	
INSURER	
INSURER	
INSURER	

ADDITIONAL POLICIES

If a policy below does not include limit information, refer to the corresponding policy on the ACORD certificate form for policy limits.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS	
	EXCESS LIABILITY							
C				EX04223659 1st XS 15x10 Colony	12/31/2019	12/31/2020	Aggregate	\$15,000,000
							Each Occurrence	\$15,000,000



ADDITIONAL REMARKS SCHEDULE

AGENCY Aon Risk Insurance Services West, Inc.		NAMED INSURED EBX-EM LLC	
POLICY NUMBER See Certificate Number: 570080460832			
CARRIER See Certificate Number: 570080460832	NAIC CODE	EFFECTIVE DATE:	

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: ACORD 25 **FORM TITLE:** Certificate of Liability Insurance

Named Insured Schedule

- Bayou Paul Mitigation Area, LLC
- Carolina Heelsplitter Conversation, LLC
- CBAY-VA, LLC
- Coastal Louisiana Resource, LLC
- EBX-EM, LLC
- EBX-GCW, LLC
- EBX-Neuse I, LLC
- EBX Mountain Run, LLC
- EBX-Waccamaw, LLC
- EBX Resource Banking, LLC
- Ecological Restoration Services, LLC
- Eighth Louisiana Resource, LLC
- Environmental Banc Exchange, LLC (EBX)
- Fifth Louisiana Resource, LLC
- First California Resource, LLC
- First Indiana Resource, LLC
- First Louisiana Resource, LLC
- RES Texas Mitigation, LLC
- First Texas Resource, LLC
- First Pennsylvania Resource, LLC
- First West Virginia Resource, LLC
- Fourth Louisiana Resource, LLC
- HGS LLC dba Angler Environmental Resource Project Specific Mitigation, LLC
- RLF Angleton Properties, LLC
- Second Louisiana Resource, LLC
- Seventh Louisiana Resource, LLC
- Sixth Louisiana Resource, LLC
- Third Louisiana Resource, LLC
- Third Texas Resource, LLC
- Wingnut Interests, LLC
- RES-Pac, Inc.
- Louisiana Pecans, LLC
- RES-Holding Company
- Potamoi Holdings, LLC
- RES Mitigation, LLC
- GDS, LLC
- Earthmark WV Mitigations, LLC
- Chesapeake Wetland Mitigation Bank
- Colonel Land, LLC
- Bunker Root Bear Stand, LLC
- Center for Restoration
- Greenbanx, LLC
- Red Brick Arrow, LLC
- CAT Island Conservancy, LLC