

Brighter Planet Visa credit card terms and conditions 8/7/08

Brighter Planet will purchase from *NativeEnergy* the rights to all of the carbon offsets to be generated by a portion of the generating capacity of one or more of the Brighter Planet Portfolio projects over a long-term period equal to that specified under "Delivery Term" below. The portion of generating capacity is sized to produce an estimated two pounds of CO₂ or CO₂-equivalent reductions over the Delivery Term. The capacity share and expected electrical output for each ton is shown in the table below. The carbon offsets may be associated with renewable energy credits ("RECs") from electricity generation, or may be direct reductions associated with the abatement of methane emissions from the lagoon storage of manure.

| Project | Tons Offset | Capacity Share | Delivery Term | Operations Date |
|---|-------------|----------------|---------------|-----------------|
| Farmer-owned distributed wind turbines | 1 | .014457 kW | 20 yrs.* | 12/31/08 |
| Wanner's Pride-N-Joy farm methane project | 1 | .003577% | 20 yrs.* | 7/26/07 |
| Wray School District Wind Turbine | 1 | .015349 kW | 25 yrs. | 9/1/08 |
| Hillcrest Saylor farm methane project | 1 | .004479% | 20 yrs. | 2/1/07 |

*Subject to extension or early termination based on portfolio performance. See "Project Operations," below.

Donation to Clean Air - Cool Planet.

Brighter Planet purchases the rights to a long-term stream of RECs or other offsets as a means to help pay for the construction of new renewable energy or other carbon offset projects. To offset cardholders' current CO₂ footprints, we need to make sure that your RECs/offsets are never sold to someone else later. That's why Brighter Planet donates all our cardholders' RECs/offsets to Clean Air-Cool Planet, for retirement. CA-CP has agreed that it will accept our cardholders' RECs and offsets, and that it will not sell or otherwise transfer them, or use them, for any purpose, except to the extent necessary or advisable under applicable law to effect their retirement, such as transfer to a duly constituted government agency for retirement.

Project Construction.

NativeEnergy represents and warrants that the projects in the Brighter Planet Portfolio, identified above, are scheduled to begin operations by the applicable "Operations Date" specified above. If the conditions for Brighter Planet's purchase of a portfolio project's RECs/offsets are not met, or if such project(s) (each, a "Target Project") is not built with *NativeEnergy*'s and Brighter Planet's support for any reason, Brighter Planet's purchase will help build one or more alternate projects within 9 months following the Target Project's Operations Date, either from Brighter Planet's current portfolio or one or more *NativeEnergy* projects that we add to our portfolio. Each such alternate project or projects' generating capacity, together with incremental generating capacity of other projects already in the Brighter Planet Portfolio, shall be sized to produce at least the number of tons of CO₂ or CO₂-equivalent reductions as had been estimated for Brighter Planet's share of the Target Project. All projects added to the Brighter Planet Portfolio to supply offsets on a long-term share of project basis will be subject to approval by the Brighter Planet Project Selection Committee to ensure high-quality standards. If *NativeEnergy* is unable to secure an alternate project to help build within such 9 month period, *NativeEnergy* will make up any shortfall by acquiring CO₂ offsets from other sources, in an amount equal to the number of tons as had been estimated for Brighter Planet's share of the Target

Project, and will donate them to Clean Air-Cool Planet for retirement on Brighter Planet's behalf, just as *NativeEnergy* would your RECs or other CO₂ offset from the Target Project or alternate project. We will provide notice of any such substitution in our newsletter.

Project Operations.

The project owners/operators have agreed with *NativeEnergy* that they will use commercially reasonable efforts to build their project and, once it achieves commercial operations, to operate it for the duration of its Delivery Term, or longer in certain circumstances if necessary to achieve the performance level *NativeEnergy* estimates they will. The projects have also agreed to perform all manufacturer-recommended maintenance and commercially reasonable repair, and to maintain adequate insurance.

In addition, *NativeEnergy* conservatively discounts each of its portfolio projects' expected long-term performance, so that while any given project may under-perform, the portfolio of projects as a whole (on average, that is) can be expected to perform as well or better than *NativeEnergy* estimates. Currently, *NativeEnergy*'s portfolio of projects is performing collectively at about 114% of the rate *NativeEnergy* estimated.

NativeEnergy's Portfolio Promise: *NativeEnergy* guarantees that if any project from which it sources carbon offsets on an up-front, long-term, share-of-project basis fails, by the end of the project's "Delivery Term" specified above, to achieve the performance level *NativeEnergy* estimated, *NativeEnergy* will donate to Clean Air-Cool Planet, for retirement on Brighter Planet's behalf, additional offsets from: (i) that project's performance following the end of its Delivery Term, if available (by extending the Delivery Term until the estimate performance level is achieved); or (ii) the output of other projects in *NativeEnergy*'s portfolio that are supplying offsets on an up-front, long-term basis, to the extent that their performance during their Delivery Terms exceeds *NativeEnergy*'s estimates, including only: (a) those projects that first entered *NativeEnergy*'s portfolio after November 28, 2007; and (b) generating capacity of projects not allocated to existing customers as of November 28, 2007. As such, all projects in the Brighter Planet Portfolio are subject to having their over-production, if any, during their Delivery Terms re-allocated to make up for under-production by any other project in *NativeEnergy*'s portfolio. Any RECs/offsets comprising such over-production that is not so re-allocated will be retired.

Emissions Reductions Estimates are Estimates Only.

All of *NativeEnergy*'s estimates of the CO₂ reducing impact of its projects are estimates only. Even with electricity generating projects that have actual meter data showing the exact amount of their electricity output, as a practical matter it is impossible to determine exactly how much CO₂ that electricity output prevents. It depends on the timing of the generation and what other plants are running at the particular times. With farm methane projects, it is not possible to measure the CO₂ displacement directly, because the activities that were producing the emissions aren't happening any more. As a result, *NativeEnergy* uses indirect methods of estimating what would have happened had the project not been implemented or operated. For electricity projects, there are publicly available data about the *average* emissions rates of the fossil fuel plants on each grid, and *NativeEnergy* assumes displacement of that average emissions rate (and applies certain discounts to be conservative). For the farm methane projects, *NativeEnergy* gets information from the farms about their numbers of cows, the proportion that are lactating, and about certain farm practices, and uses that to estimate what the emissions would have been from those animals and those practices had the resulting manure been stored in a lagoon instead of burned in a generator. *NativeEnergy*'s detailed estimating methodologies, which are based on the methodologies *NativeEnergy* developed initially with the Environmental Advisory Board of the Climate Neutral Network.

Other Legal Provisions.

EXCEPT AS SET FORTH EXPRESSLY IN THESE TERMS AND CONDITIONS, *NATIVEENERGY* MAKES NO WARRANTIES OF ANY KIND, WHETHER IMPLIED OR EXPRESS, INCLUDING, WITHOUT LIMITATION, ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE (this disclaimer may not apply in your state). All estimates regarding the quantity of emissions reductions represented by your RECs are subject to changes in law. In no event shall either party be liable to the other party for indirect, special, incidental or consequential damages of any kind, including, without limitation, loss of revenues or profits. All damages shall be limited to actual damages only. The agreement set forth in these terms and conditions shall be governed by, and construed and enforced in accordance with, the laws of the State of Vermont, without regard to its provisions governing conflicts of laws. Any dispute arising under this agreement shall be subject to mandatory arbitration in accordance with the rules of the American Arbitration Association, and the arbitrator's decision shall be final and binding upon the parties. All information included on the web pages or pop-ups linked to in these terms and conditions is incorporated into these terms and conditions by this reference, with the same effect as though fully set forth herein.