



CP Holdings, LLC, PO Box 787, Stillwater, MN 55082 Phone/Fax 888-640-9848

CP Contract Number _____ Date _____

Please select years of Participation

- Pre-existing Years _____ to _____
- 2006-2010
- Other: _____ (Explain)

This is your formal application for participation within the CP Offset program for Carbon Sequestration Offsets (CSO's) that are classified as "No-Till". This program is managed in conjunction with Chicago Climate Exchange rules, guidelines as well as its verification and certification and any regulatory requirements. It will function as a Carbon Sequestration Offsets Pool (CSOP) and is designed to aggregate CSO's from multiple providers using CCX protocols.

This application is also a sales contract, which stipulates that you will be aggregating all CSO's generated thru this program, which can be verified using CCX protocol, to the aggregator of this program, namely CP Holdings, LLC.

Your Name Here as the "Offset Provider" (OP) _____

Address _____

City/State/Zip _____

Phone – Home () _____ - _____ Phone other () _____ - _____

I, _____ hereby apply to participate in a Carbon Sequestration Offset Pool (CSOP) which will be managed and aggregated by CP Holdings, LLC.

Aggregated CSO credits will be collected by the Aggregator who will register all required CSO's with the Chicago Climate (CCX) for the years _____ through _____ on property that I own and./or control.

I also hereby agree that _____ acres will participate in a "No-Till" management program as defined by the rules of the CCX. I further agree to abide by the rules of the CCX as they pertain to CSO's and to the conditions for participation as set forth in this agreement. Credits are non-transferable without written permission from the CCX and/or the Aggregator.



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Purchaser agrees to buy and seller agrees to sell and deliver to purchaser free from liens and encumbrances at PO Box 787, Stillwater, MN 55082 rights to all CSO's created during the contract period, as defined above and submitted in the Rangeland Enrollment Worksheet.

PLEASE COMPLETE AND ATTACH THE CSO CHECKLIST TO SHOW THAT YOU HAVE READ AND UNDERSTAND THE FOLLOWING WITH REGARDS TO THE CSO NO-TILL PROGRAM BEING OFFERED BY CP HOLDINGS.

- Completed Application (Please read Directions prior to completing the application!)
- CP CSO Guidelines for No-Till Program
- CP CSO Terms and Conditions for No-Till Program
- Completed Checklist acknowledging compliance for NCRS Conservation Standard 329 (Reside and Tillage Management) & NRCS Conservation Standard 528A

CSO Accrual:

20% of the accrued CSO shall be held in reserve by the Aggregator until December 31, 2010 or the end of the contract term, whichever comes first. Seller warrants that the CSOs covered by this contract shall participate in a "No-Till" management program for a the entire term of the contract, as defined above.

In the event that the land fails to meet these requirements, all CSOs from such land shall be null and void of any and all payments for CSOs delivered prior to January 1, 2011, and further all CSO's shall be repaid subject to interest and penalties as provided in this agreement or Seller will be subject to liens and/or legal actions to retrieve such CSO's.

*The transfer price of the CSOs covered by this contract shall be the net sales price as determined by the published market at the Chicago Climate Exchange, less a 10% service fee. Sale of CSOs covered by this contract shall be at the sole discretion of the Aggregator, However, all CSOs shall be priced no later than June 30, 2011 or the end of the contract term, whichever comes first.

Payment for CSOs covered by this contract shall be made on an annual or semi-annual basis. The parties to this contract hereby agree that the title to the CSOs shall be automatically delivered to the Purchaser on the first day of January following the year of in which sequestration occurred. By signature hereto, Seller irrevocably conveys title to the CSOs, stated above, as of the first day of January following the year in which sequestration occurred. Seller further warrants compliance with the terms and conditions contained in the Agreement for the period from as defined above



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_____ Date _____
Seller's Signature

_____ Date _____
Signature Purchaser - CP Holdings, LLC

Once you have completed all the documents, please mail them to: CP Holdings - Attn: Offset Manager, PO 787, Stillwater, MN 55082