MERCHANT APPLICATION AND AGREEMENT
CTS HOLDINGS, LLC

Chain ID

BUSINESS NAME(S)		Signing Rep:	
Legal Name of Business: Edman Enterprise Inc		Sales Office Phone:	
DBA (doing business as): Valley Mart		**MERCHANT PROFILE ("BUSINESS")**	
Mailing/Billing Address: Box 382 Brookings SD 57006		Business Open Date: 1996	Length of Current Ownership: 1	# of Locations: 1
City, State, Zip: Volga SD 57071		Combined Estimated Monthly Volume for MC/V: 360,000	Typical Ticket/Sales Amount for MC/V: 30.00	Estimated Highest Ticket/Sales Amount for MC/V: 750.00
Contact Name: Joel Edman		Type of Business: Truck Stop	Type of Goods/Services Sold: Fuel
Phone Number: 605-690-4088	Fax Number:	Site Inspection Performed: ☒ Yes If yes, see attached ☐ No	
Merchant E-Mail Address:	Merchant URL:	Seasonal Sales: ☐ Yes ☒ No High Volume Months:	
Location Address (if different from Mailing): 101 Caspian Ave			
City, State, Zip:		Swiped 99 %	Face to Face 100 %
Country:	Contact Name:	Keyed with Imprint 1 %	Mail Order (MO) %
Phone Number:	Fax Number:	Keyed without Imprint %	Telephone Order (TO) %
		TOTAL 100%	Internet %
			TOTAL 100%

59
06

OWNERSHIP INFORMATION

51% ownership for a corporation, 100% ownership for a partnership or proprietorship, must be accounted for on the application.

☐ Sole Prop. ☐ Partnership ☒ Corporation ☐ Other:

Federal Tax ID # (9 digits): 46-0458738

Owner 1/Partner/Officer Name: Joel Edman	Title in Business: Pres	Ownership %: 51
Home Address: 46306-206th St	City, State, Zip: Volga SD 57071	
Social Security #: 504-86-3478	Phone Number: 605-627-5682	DOB: 4-29-67
Owner 2/Partner/Officer Name:	Title in Business:	Ownership %
Home Address:	City, State, Zip:	
Social Security #:	Phone Number:	DOB:

MERCHANT APPLICATION REFERENCES

Trade Reference 1 Name:	Contact:	Phone Number:	Account #:
Trade Reference 2 Name:	Contact:	Phone Number:	Account #:

SETTLEMENT ACCOUNT (you MUST attach a voided check)

We will automatically debit your Settlement Account for any amounts owed to us under the Merchant Application and Agreement.

A voided check from this account must be attached

☒ Checking Only

Contact Name: Wayne Avery	Bank Name: Dacotah Bank
Phone Number: 605-692-8600	Transit Number: 091400172
DDA Number: 47000 8839	

PROCESSOR

Does your company or you, manage or own another business which already has a Merchant account with CTS? If yes, list name, address and Merchant #: No

Name of Business: _____ Address: _____ Merchant #: _____

Are you now processing or have you ever processed MasterCard/Visa? ☒ Yes ☐ No (If yes, attach a previous processor's statement.)

Name of Processor: _____

Have you ever had a bankcard relationship terminated? ☒ No ☐ Yes (If yes, attach explanation.)

Do you use any third party to store, process or transmit cardholder data? ☐ Yes ☒ No

If yes, give name and address:

CREDIT CARD ACCEPTANCE

Check those cards you choose to accept (acceptance of all MasterCard and Visa transactions is presumed unless any selections below are checked (see section 1.3):

- ☐ Accept: MasterCard Credit Transactions Only
- ☐ Accept Visa Credit Transactions Only
- ☐ Accept MasterCard Signature Debit Transactions Only
- ☐ Accept Visa Signature Debit Transactions Only

ENTITLEMENTS

New American Express Agreement Attached: Yes ☒ No ☐

Please provide the following MID #'s when available:

Amex: —New Discover: New

JCB:

Check guar: Chck guar Co.:

Check guar method: Drivers License ☐ MICR ☐

***Note:** If no box is checked it will automatically default to Driver's License.

EQUIPMENT

Front End Processor: ☐Memphis ☐Buypass ☐EFSNet ☐Vital ☐Other: _____

Circle store policy to be printed on receipts:

NO REFUNDS ALLOWED
NO REFUNDS, EXCHANGE ONLY IN 7 DAYS
ALL SALES FINAL

Agents must do all downloads and installs.

ECR Software/Internet (type):

Terminal Type:	QTY:
Type of Printer:	QTY:
Type of PIN pad:	QTY:

(Tip line required?) Yes ☐ No ☐ Auto Batch: Yes ☐ No ☐

MANUAL IMPRINTERS

Is there an existing imprinter at this location?
Yes No
(Type of imprinter circle one)
Portable or regular manual
(Qty) _____

☐Monthly Discount Rate Deduction*
☐Two-Line Transaction Credit/Discount Rate Debit
Rate Table:____For Internal Use Only
*notwithstanding "daily" reference in section 7.2

PETROLEUM INFORMATION

Pay at the Pump: YES ☒ NO ☐ ☒ Wright Express: 3.50% Transaction fee: 15¢ ☒ Voyager Rate: 3.40% Transaction fee: 9¢
Charged by CTS Holdings, LLC

Integrated Equipment: ☐VeriFone Ruby ☐Auto Gas ☐Gas Boy ☒Gilbarco ☐Other:

EBT INFORMATION

The EBT Services Riders to Buypass Corporation and Schedule 1 must accompany the application

FNS #: Trans Fee: Benefit Issuance Availability: Days ____ Hours ____

Electronic Voucher Support: Yes ☐ No ☐ Check all EBT services provided at this location:

☐ Food stamps ☐ Cash Benefits ☐ Purchase with Cash Back ☐ Purchase ☐ Cash Withdrawal If cash issuance, the limit amount: $ ____

SCHEDULE OF FEES (Charged by CTS Holdings, LLC)

All fees are subject to change as provided below. For further details, read this entire Merchant Application and Agreement.

Three-Tier Pricing

DISCOUNT Rate Tier Description	Discount Rate (%) and Downgrade Fee
Rate 1 for MasterCard and Visa	bases .30 points %Pay Inside ____ %Pay@Pump
Rate 2 for MasterCard and Visa	Rate 1 plus ____% + $____
Rate 3 for MasterCard and Visa	Rate 1 plus ____% + $____

Two-Tier Pricing

DISCOUNT Rate Tier Description	Discount Rate (%) and Downgrade Fee
Rate 1 for MasterCard and Visa	____%Pay Inside ____%Pay@Pump
Rate 3 for MasterCard and Visa	Rate 1 plus ____% + $____

AUTHORIZATION AND TRANSACTION FEES

ACH Fee	$ ____/batch .22	MasterCard/Visa Authorization Fee	$ .20/each
American Express Authorization/EDC Fee	$ ____/each .18	Pre-Auth Fee	$ ____/each
Discover Authorization/EDC Fee	$ ____/each .18	☐ Vital Fee	$ ____/each
JCB Authorization/EDC Fee	$ ____/each	Voice Authorization Fee	$ ____/each .95
Decline Fee	$ ____/each .22	Voice Response Unit (VRU) Fee	$ ____/each 1.95
Debit/ATM Transaction Fee (Plus Debit Network Processing Fees)	$ ____/each .22		

OTHER FEES

Annual Fee	$ ____/year	Minimum Monthly Discount Fee	$ 0/month
Chargeback Fee	$ 20.00/each	Monthly Fee	$ ____/month
Early Cancellation Fee *	$ 300.00	Statement Fee $7.00	$ 7.50/month
☐ Merchant Club Fee ____ (Initials)	$ ____/month	Retrieval Fee	$ 7.50/each

* A fee charged if this Merchant Agreement is terminated or cancelled prior to the expiration of the initial thirty-six (36) month term.

Merchant will be charged applicable sales tax when eligible to receive certain selected supplies at no additional charge.

Site Inspection Information

Location Type:

☒ Retail Store Front ☐ Office Building ☐ Industrial Building ☐ Residence ☐ Trade Show Other:

Is Site Photo Included with Application: ☐ Yes ☒ No

Valid ID Verified: Yes ☒ No ☐ Date of Birth: 4-29-63

Form of ID (choose one):

☒ Driver's License #: 504 863478 ☐ State Issued ID #:

☐ Passport #: ☐ Military ID #:

Is Inventory Sufficient for Business Type: ☒ Yes ☐ No

Comments:

Is Business Open and Operating: ☒ Yes ☐ No Are MasterCard and Visa Decals Visible: ☒ Yes ☐ No

Any Mail or Telephone Order Sales Activity: ☐ Yes ☒ No Are Goods and Services Delivered at Time of Sale: ☒ Yes ☐ No

ATTACH SITE INSPECTION PHOTO

By the signature below, I verify that (i) I have physically inspected the business premises; and that (ii) the information stated in this Site Inspection Form is correct to the best of my knowledge and is as presented to me by Merchant.

Sales Representative Signature: Kirby Sweeney

Sales Representative Name (Please Print): Kirby Sweeney

CTS Rep Code:

Application Date: 10-9-2007

AUTHORIZATIONS AND REPRESENTATIONS

The Bank's mailing address is MAC A0347-023, 1200 Montego Way, Walnut Creek, CA, 94598. Attn: ISO-CTS and its phone number is 925-746-4143. The Bank is the only entity approved to extend acceptance of Association products directly to you and it must be a signatory to this Agreement. Some of the Bank's important responsibilities are (i) educating Merchants on pertinent Association Rules, (ii) being responsible for and providing settlement funds to you and (iii) being responsible for all funds held in reserve that are derived from settlement. Some of your important responsibilities are to (i) ensure compliance with Cardholder data security and storage requirements; (ii) maintain fraud and chargebacks below Association thresholds; (iii) review and understand the terms of the Agreement; and (iv) comply with Association Rules.

Each of the undersigned authorize Bank/ CTS HOLDINGS, LLC to use credit bureau/reporting agencies and/or its own agents to verify the accuracy of all information provided herein and to assess and monitor each of the undersigned's credit status. Each of the undersigned authorizes all such credit bureau /reporting agencies to release any information they may have pertaining to him/her to Bank/CTS HOLDINGS, LLC. No sales agent of Bank or CTS HOLDINGS, LLC is authorized to make any verbal or written modification to this Merchant Application and Agreement.

Do not sign below unless and until you have received and reviewed all ten (10) pages of this Merchant Application and Agreement. Do not process Card transactions until you have received and reviewed the Operating Procedures.

I understand that the initial term of this Merchant Application and Agreement is thirty-six (36) months, continuing month to month thereafter, and that account termination prior to the expiration of the initial term shall require Merchant to pay an Early Cancellation Fee in the amount of three hundred dollars ($300.00). I acknowledge that this complete and legible 10-page Merchant Application and Agreement has been provided to me, and I agree to be bound by its provisions. I have been provided Operating Procedures, which contain the operating procedures, instructions and other directives relating to Card transactions. I agree that if I process Card transactions, I will comply with and be bound by the Operating Procedures for all transactions. I understand that I may also request a copy of the Operating Procedures from my sales representative and or Processor at any time. I further understand that no strikeouts, interlineations, additions or modifications to this preprinted Merchant Application and Agreement may be made and that this Merchant Application and Agreement may be transmitted to or from CTS HOLDINGS, LLC and/or retained electronically by CTS HOLDINGS, LLC, which will constitute an original. I understand that this Merchant Application and Agreement is subject to approval by CTS HOLDINGS, LLC and Bank. I declare under penalty of perjury under the laws of the state of California and under the laws of the state in which my business is located that all of the information contained in this Application is true and complete.

Joel Edman — 10-9-07

Print Name of Principal or Corporate Officer — Signature (Title) Date

Print Name of Principal or Corporate Officer — Signature (Title) Date

PERSONAL GUARANTOR

All corporations and limited liability companies must have their obligations guaranteed. As a primary inducement to Bank and CTS HOLDINGS, LLC, if applicable, to enter into this Merchant Application and Agreement and any addendum or attachment thereto, with Merchant, the undersigned Guarantor(s), by signing this Merchant Application and Agreement and any addendum or attachment thereto, jointly and severally, unconditionally and irrevocably, guarantee the continuing full and faithful performance and payment by Merchant of each of its duties and obligations to Bank and CTS HOLDINGS, LLC, if applicable, pursuant to this Merchant Application and Agreement, as it now exists or as it may be amended from time to time, whether before or after termination or expiration and whether or not Guarantor has received notice of any amendment. If Merchant breaches its Merchant Application and Agreement, Bank and CTS HOLDINGS, LLC, if applicable, may proceed directly against Guarantor or any other person or entity responsible for the performance of the Merchant Application and Agreement, without first exhausting its remedies against any other person or entity responsible therefore to it, or any security held by Bank.

Joel Edman — 10-9-07

Print Name of Personal Guarantor — Signature, as an individual (No title) Date

Print Name of Personal Guarantor — Signature, as an individual (No title) Date

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CTS Holdings, LLC on behalf of itself and Wells Fargo Bank, N.A.

Signature — For internal use only: SIC/MCC Code ____