

entry:

IMPACT

MERCHANT APPLICATION AND AGREEMENT  
CTS HOLDINGS, LLC

Chain ID **IPAS**

|  |   |  |   |             |                      |       |              |     |   |                    |   |   |                 |       |   |                       |       |   |                      |       |   |              |             |  |              |             |  |
|--|---|--|---|-------------|----------------------|-------|--------------|-----|---|--------------------|---|---|-----------------|-------|---|-----------------------|-------|---|----------------------|-------|---|--------------|-------------|--|--------------|-------------|--|
| <b>BUSINESS NAME(S)</b>  |   | Signing Rep:<br>Manuel Pereira   |   |             |                      |       |              |     |   |                    |   |   |                 |       |   |                       |       |   |                      |       |   |              |             |  |              |             |  |
| Legal Name of Business:<br>Karaja Enterprise Inc.  |   | Sales Office Phone:<br>916-719-5327  |   |             |                      |       |              |     |   |                    |   |   |                 |       |   |                       |       |   |                      |       |   |              |             |  |              |             |  |
| DBA (doing business as):<br>Premium Wireless <b>Tracy</b>  |   | <b>MERCHANT PROFILE ("BUSINESS")</b>   |   |             |                      |       |              |     |   |                    |   |   |                 |       |   |                       |       |   |                      |       |   |              |             |  |              |             |  |
| Mailing/Billing Address:<br>116 Yosemite Ave.  |   | Business Open Date:<br>Jan-09  | Length of Current Ownership: 1 month                      |             |                      |       |              |     |   |                    |   |   |                 |       |   |                       |       |   |                      |       |   |              |             |  |              |             |  |
| City, State, Zip:<br>Manteca, CA, 95336  |   | Average Monthly Volume for MCN/Discover@ Network: \$ 2,000.00  | Average Ticket Amount for MCN/Discover Network: \$ 100.00 |             |                      |       |              |     |   |                    |   |   |                 |       |   |                       |       |   |                      |       |   |              |             |  |              |             |  |
| Contact Name:<br>Muhannad Karajeh  |   | Type of Business:<br>Cellular Store  | # of Locations:<br>3                                      |             |                      |       |              |     |   |                    |   |   |                 |       |   |                       |       |   |                      |       |   |              |             |  |              |             |  |
| Phone Number:<br>(916) 308-9898  | Fax Number:                                       | Type of Goods/Services Sold:<br>phones and service   | Highest Ticket Amount for MCN/Discover Network: \$ 800.00 |             |                      |       |              |     |   |                    |   |   |                 |       |   |                       |       |   |                      |       |   |              |             |  |              |             |  |
| Merchant E-Mail Address:   |   | Site Inspection Performed:<br><input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If yes, see attached <b>NO</b>   |   |             |                      |       |              |     |   |                    |   |   |                 |       |   |                       |       |   |                      |       |   |              |             |  |              |             |  |
| Merchant URL:  |   | Seasonal Sales:<br><input type="checkbox"/> Yes <input checked="" type="checkbox"/> No High Volume Months: _____   |   |             |                      |       |              |     |   |                    |   |   |                 |       |   |                       |       |   |                      |       |   |              |             |  |              |             |  |
| Location Address (if different from Mailing):<br><b>2 West 11th St.</b>  |   | <table border="0"> <tr> <td>Swiped</td> <td>95</td> <td>%</td> <td>Face to Face</td> <td>100</td> <td>%</td> </tr> <tr> <td>Keyed with Imprint</td> <td>5</td> <td>%</td> <td>Mail Order (MO)</td> <td>_____</td> <td>%</td> </tr> <tr> <td>Keyed without Imprint</td> <td>_____</td> <td>%</td> <td>Telephone Order (TO)</td> <td>_____</td> <td>%</td> </tr> <tr> <td><b>TOTAL</b></td> <td><b>100%</b></td> <td></td> <td><b>TOTAL</b></td> <td><b>100%</b></td> <td></td> </tr> </table> |   | Swiped      | 95                   | %     | Face to Face | 100 | % | Keyed with Imprint | 5 | % | Mail Order (MO) | _____ | % | Keyed without Imprint | _____ | % | Telephone Order (TO) | _____ | % | <b>TOTAL</b> | <b>100%</b> |  | <b>TOTAL</b> | <b>100%</b> |  |
| Swiped   | 95  |  |   | %           | Face to Face         | 100   | %            |     |   |                    |   |   |                 |       |   |                       |       |   |                      |       |   |              |             |  |              |             |  |
| Keyed with Imprint   | 5   |  |   | %           | Mail Order (MO)      | _____ | %            |     |   |                    |   |   |                 |       |   |                       |       |   |                      |       |   |              |             |  |              |             |  |
| Keyed without Imprint  | _____   |  |   | %           | Telephone Order (TO) | _____ | %            |     |   |                    |   |   |                 |       |   |                       |       |   |                      |       |   |              |             |  |              |             |  |
| <b>TOTAL</b>   | <b>100%</b>                                       |  | <b>TOTAL</b>  | <b>100%</b> |                      |       |              |     |   |                    |   |   |                 |       |   |                       |       |   |                      |       |   |              |             |  |              |             |  |
| City, State, Zip:<br><b>Tracy, CA 95376</b>  |   |  |   |             |                      |       |              |     |   |                    |   |   |                 |       |   |                       |       |   |                      |       |   |              |             |  |              |             |  |
| Country:<br><b>US</b>  |   |  |   |             |                      |       |              |     |   |                    |   |   |                 |       |   |                       |       |   |                      |       |   |              |             |  |              |             |  |
| Contact Name:<br>Muhannad  |   |  |   |             |                      |       |              |     |   |                    |   |   |                 |       |   |                       |       |   |                      |       |   |              |             |  |              |             |  |
| Phone Number:<br><b>209-366-3727</b>   |   | Federal Tax ID # (9 digits):<br><b>80-0317655</b>  |   |             |                      |       |              |     |   |                    |   |   |                 |       |   |                       |       |   |                      |       |   |              |             |  |              |             |  |
| Fax Number:<br><b>834-1052</b>   |   | State in which papers were filed:<br><b>CA</b>   |   |             |                      |       |              |     |   |                    |   |   |                 |       |   |                       |       |   |                      |       |   |              |             |  |              |             |  |
| <b>OWNERSHIP INFORMATION</b>   |   | 51% ownership for a corporation, 100% ownership for a partnership or proprietorship, must be accounted for on the application.<br><input type="checkbox"/> Sole Prop. <input type="checkbox"/> Partnership <input checked="" type="checkbox"/> Corporation <input type="checkbox"/> Other:   |   |             |                      |       |              |     |   |                    |   |   |                 |       |   |                       |       |   |                      |       |   |              |             |  |              |             |  |
| Owner 1/Partner/Officer Name:<br>Muhannad Karajeh  |   | Title in Business:<br>Pres   | Ownership %:<br>60  |             |                      |       |              |     |   |                    |   |   |                 |       |   |                       |       |   |                      |       |   |              |             |  |              |             |  |
| Home Address:<br>9344 Crowell Dr.  |   | City, State, Zip:<br>Elk Grove, Ca 95624   |   |             |                      |       |              |     |   |                    |   |   |                 |       |   |                       |       |   |                      |       |   |              |             |  |              |             |  |
| Social Security #:<br><b>626-45-4006</b>   |   | Phone Number:<br>(916) 308-9898  | DOB:<br><b>2-11-86</b>                                    |             |                      |       |              |     |   |                    |   |   |                 |       |   |                       |       |   |                      |       |   |              |             |  |              |             |  |
| Owner 2/Partner/Officer Name:  |   | Title in Business:   | Ownership %:  |             |                      |       |              |     |   |                    |   |   |                 |       |   |                       |       |   |                      |       |   |              |             |  |              |             |  |
| Home Address:  |   | City, State, Zip:  |   |             |                      |       |              |     |   |                    |   |   |                 |       |   |                       |       |   |                      |       |   |              |             |  |              |             |  |
| Social Security #:   |   | Phone Number:  | DOB:  |             |                      |       |              |     |   |                    |   |   |                 |       |   |                       |       |   |                      |       |   |              |             |  |              |             |  |
| <b>MERCHANT APPLICATION REFERENCES</b>   |   |  |   |             |                      |       |              |     |   |                    |   |   |                 |       |   |                       |       |   |                      |       |   |              |             |  |              |             |  |
| Trade Reference 1 Name:  | Contact:  | Phone Number:  | Account #:  |             |                      |       |              |     |   |                    |   |   |                 |       |   |                       |       |   |                      |       |   |              |             |  |              |             |  |
| Trade Reference 2 Name:  | Contact:  | Phone Number:  | Account #:  |             |                      |       |              |     |   |                    |   |   |                 |       |   |                       |       |   |                      |       |   |              |             |  |              |             |  |
| <b>SETTLEMENT ACCOUNT (you MUST attach a voided check)</b>   |   |  |   |             |                      |       |              |     |   |                    |   |   |                 |       |   |                       |       |   |                      |       |   |              |             |  |              |             |  |
| We will automatically debit your Settlement Account for any amounts owed to us under the Merchant Application and Agreement.   |   |  |   |             |                      |       |              |     |   |                    |   |   |                 |       |   |                       |       |   |                      |       |   |              |             |  |              |             |  |
| <b>A voided check from this account must be attached</b>   | <input checked="" type="checkbox"/> Checking Only | Contact Name:<br>Adreyna   | Bank Name:<br>Bank Of America                             |             |                      |       |              |     |   |                    |   |   |                 |       |   |                       |       |   |                      |       |   |              |             |  |              |             |  |
|  | Phone Number:<br><b>209 239 5767</b>              | Transit Number:<br>121000358   | DDA Number:<br>0143211257                                 |             |                      |       |              |     |   |                    |   |   |                 |       |   |                       |       |   |                      |       |   |              |             |  |              |             |  |
| <b>PROCESSOR</b>   |   |  |   |             |                      |       |              |     |   |                    |   |   |                 |       |   |                       |       |   |                      |       |   |              |             |  |              |             |  |
| 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 #:   |   |  |   |             |                      |       |              |     |   |                    |   |   |                 |       |   |                       |       |   |                      |       |   |              |             |  |              |             |  |
| Name of Business: _____  |   | Merchant #: _____  |   |             |                      |       |              |     |   |                    |   |   |                 |       |   |                       |       |   |                      |       |   |              |             |  |              |             |  |
| Address: _____   |   |  |   |             |                      |       |              |     |   |                    |   |   |                 |       |   |                       |       |   |                      |       |   |              |             |  |              |             |  |
| Are you now processing or have you ever processed MasterCard/Visa/Discover Network? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No (If yes, attach a previous Processor's statement.) |   |  |   |             |                      |       |              |     |   |                    |   |   |                 |       |   |                       |       |   |                      |       |   |              |             |  |              |             |  |
| Name of Processor: _____   |   |  |   |             |                      |       |              |     |   |                    |   |   |                 |       |   |                       |       |   |                      |       |   |              |             |  |              |             |  |
| Have you ever had a bankcard relationship terminated? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes (If yes, attach explanation.)  |   |  |   |             |                      |       |              |     |   |                    |   |   |                 |       |   |                       |       |   |                      |       |   |              |             |  |              |             |  |
| Do you use any third party to store, process or transmit cardholder data? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No  |   |  |   |             |                      |       |              |     |   |                    |   |   |                 |       |   |                       |       |   |                      |       |   |              |             |  |              |             |  |
| If yes, give name and address:   |   |  |   |             |                      |       |              |     |   |                    |   |   |                 |       |   |                       |       |   |                      |       |   |              |             |  |              |             |  |

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**CREDIT CARD ACCEPTANCE**

Check those cards you choose to accept (acceptance of all MasterCard (MC), Visa and Discover Network transactions is presumed unless any selections below are checked (see section 2):

- Accept MC Credit Transactions Only
- Accept MC Non-PIN Debit Transactions Only
- Accept Visa Credit Transactions Only
- Accept Visa Non-PIN Debit Transactions Only
- Accept Discover Network Credit Transactions Only
- Accept Discover Network Non-PIN Debit Transactions Only

**ENTITLEMENTS**

New American Express Agreement Attached: Yes  No

Please provide the following MID #'s when available:

Amex: \_\_\_\_\_ JCB: \_\_\_\_\_

Check guar: \_\_\_\_\_

Check guar Co.: \_\_\_\_\_

Check guar method: Drivers License  MICR

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

**EQUIPMENT**

CTS ships equipment: YES  NO  Sale office reprograms equipment: YES  NO

|   |   |           |
|---|---|-----------|
| Circle store policy to be printed on receipts:<br><br><b>NO REFUNDS ALLOWED<br/>NO REFUNDS, EXCHANGE ONLY<br/>IN 7 DAYS<br/>ALL SALES FINAL</b><br><br>Agents must do all downloads and installs. | ECR Software/Internet (type):   |           |
|   | Terminal Type:<br>Tranz 330   | QTY:<br>1 |
|   | Type of Printer:<br>250 printer   | QTY:<br>1 |
|   | Type of PIN pad:<br>1000 pinpad   | QTY:<br>1 |
|   | (Tip line required?) Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> Autobatch: Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> |           |

**MANUAL IMPRINTERS**  
Is there an existing imprinter at this location?  
Yes  No   
(Type of imprinter circle one)  
Portable or regular manual  
  
(Qty) \_\_\_\_\_

**PETROLEUM INFORMATION**

Pay at the Pump: YES  NO  Wright Express: 3.50% Transaction Fee: 15¢  Voyager Rate: 3.40% Charged by Processor

Integrated Equipment:  VeriFone Ruby  Auto Gas  Gas Boy  Gilbarco  Other: \_\_\_\_\_

**EBT INFORMATION**

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  |                                     | Two-Tier Pricing  |                                     |
|---|-------------------------------------|---|-------------------------------------|
| DISCOUNT Rate Tier Description for MasterCard/Visa/Discover Network | Discount Rate (%) and Downgrade Fee | DISCOUNT Rate Tier Description for MasterCard/Visa/Discover Network | Discount Rate (%) and Downgrade Fee |
| Rate 1  | 1.64%                               | Rate 1  | ____%                               |
| Rate 2 <i>R</i>   | Rate 1 plus .9% + \$.09             | Rate 3  | Rate 1 plus ____% + \$ ____         |
| Rate 3 <i>R</i>   | Rate 1 plus 1.4% + \$.13            |   |                                     |

**AUTHORIZATION AND TRANSACTION FEES**

|  |               |                                    |              |
|--|---------------|------------------------------------|--------------|
| ACH Fee  | \$ .05 /batch | Pre-Auth Fee                       | \$ ____/each |
| American Express Authorization/EDC Fee                         | \$ ____/each  | <input type="checkbox"/> Vital Fee | \$ ____/each |
| Debit/ATM Transaction Fee (Plus Debit Network Processing Fees) | \$ .20 /each  | Voice Authorization Fee            | \$ .95 /each |
| Decline Fee  | \$ .05 /each  | Voice Response Unit (VRU) Fee      | \$ .95 /each |
| JCB Authorization/EDC Fee                                      | \$ ____/each  | Wex Authorization Fee              | \$ ____/each |
| MasterCard/Visa/Discover Network Authorization Fee             | \$ .20 /each  | Voyager Transaction Fee            | \$ ____/each |

**OTHER FEES**

|   |                               |                              |              |
|---|-------------------------------|------------------------------|--------------|
| Annual Fee  | \$ 0 /year                    | Minimum Monthly Discount Fee | \$ 0 /month  |
| Chargeback Fee  | \$ 20.00/each                 | Monthly Fee                  | \$ 0 /month  |
| Early Cancellation Fee *                                    | \$ <del>900.00</del> <i>5</i> | Statement Fee                | \$ 5 /month  |
| <input type="checkbox"/> 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.

**AUTHORIZATIONS AND REPRESENTATIONS**

Each of the undersigned authorize Bank/Processor to use credit bureau/reporting agencies and/or their 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/Processor. No sales agent of Bank/Processor is authorized to make any verbal or written modification to this Merchant Application and Agreement and/or the Operating Procedures.

Do not sign below unless and until you have received and reviewed all 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 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 the Operating Procedures for all transactions I process. I understand that I also may 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 Processor and/or retained electronically by Processor, which will constitute an original. I understand that this Merchant Application and Agreement is subject to approval by Processor 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.

Muhammad Karajeh  
Print Name of Principal or Corporate Officer

[Signature] 3-9-09  
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/Processor to enter into this Merchant 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/Processor pursuant to this Merchant 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 Agreement, Bank/Processor may proceed directly against Guarantor or any other person or entity responsible for the performance of the Merchant Agreement without first exhausting their remedies against any other person or entity responsible therefore to them or any security held by Bank.

Muhammad Karajeh  
Print Name of Personal Guarantor

[Signature] 3-9-09  
Signature, as an individual (No title) Date

Print Name of Personal Guarantor

Signature, as an individual (No title) Date

CTS Holdings, LLC on behalf of itself and on behalf of Wells Fargo Bank, N.A. (for Visa and MasterCard transactions)

Signature

For internal use only: SIC/MCC Code