

MERCHANT APPLICATION AND AGREEMENT CTS HOLDINGS, LLC

Chain ID

BUSINESS NAME(S)		Signing Rep:	
Legal Name of Business: <u>Edman Enterprises Inc</u>		Sales Office Phone:	
DBA (doing business as): <u>Kelly Mart</u>		MERCHANT PROFILE ("BUSINESS")	
Mailing/Billing Address: <u>Box 382 Brookings SD 57006</u>		Business Open Date: <u>1996</u>	Length of Current Ownership: <u>1</u>
City, State, Zip: <u>Volga SD 57071</u>		Combined Estimated Monthly Volume for MCN: <u>260,000</u>	Typical Ticket/Sales Amount for MCN: <u>3000</u>
Contact Name: <u>Joel Edman</u>		Type of Business: <u>Truck Stop</u>	# of Locations: <u>1</u>
Phone Number: <u>605-690-4008</u>	Fax Number:	Type of Goods/Services Sold: <u>Fuel</u>	Estimated Highest Ticket/Sales Amount for MCN: <u>750.00</u>
Merchant E-Mail Address:		Merchant URL:	Site Inspection Performed: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Location Address (if different from Mailing): <u>101 Caspian Ave</u>		Seasonal Sales: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	High Volume Months:
City, State, Zip:	Country:	Contact Name:	Face to Face <u>100</u> %
Phone Number:	Fax Number:	Swiped <u>99</u> %	Mail Order (MO) _____ %
		Keyed with Imprint <u>1</u> %	Telephone Order (TO) _____ %
		Keyed without Imprint _____ %	Internet _____ %
		TOTAL 100%	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: 46306-26015 St City, State, Zip: Volga SD 57071

Social Security #: 504-86-3478 Phone Number: 605-607-5682 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: 605-690-8600 Transit Number: 091400172 DDA Number: 470008839

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		ENTITLEMENTS	
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): <input type="checkbox"/> Accept: MasterCard Credit Transactions Only <input type="checkbox"/> Accept: Visa Credit Transactions Only <input type="checkbox"/> Accept: MasterCard Signature Debit Transactions Only <input type="checkbox"/> Accept: Visa Signature Debit Transactions Only		New American Express Agreement Attached: Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> Please provide the following MID #'s when available: Amex: <u>—New</u> Discover: <u>New</u> JCB: Check guar: _____ Check guar Co.: _____ Check guar method: Drivers License <input type="checkbox"/> MCR <input type="checkbox"/> ***Note: if no box is checked it will automatically default to Driver's License.	

EQUIPMENT			
Front End Processor: <input type="checkbox"/> Memphis <input type="checkbox"/> Buypass <input type="checkbox"/> EFSNet <input type="checkbox"/> Vital <input type="checkbox"/> 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): _____		MANUAL IMPRINTERS Is there an existing imprinter at this location? Yes _____ No _____ (Type of Imprinter circle one) Portable or regular manual (Qty) _____ <input type="checkbox"/> Monthly Discount Rate Deduction* <input type="checkbox"/> Two-Line Transaction Credit/Discount Rate Debit Rate Table: _____ For Internal Use Only *notwithstanding "daily" reference in section 7.2
	Terminal Type:	QTY:	
	Type of Printer:	QTY:	
	Type of PIN pad:	QTY:	
(Tip line required?) Yes <input type="checkbox"/> No <input type="checkbox"/>		Auto Batch: Yes <input type="checkbox"/> No <input type="checkbox"/>	

PETROLEUM INFORMATION			
Pay at the Pump: YES <input checked="" type="checkbox"/> NO <input type="checkbox"/>	<input checked="" type="checkbox"/> Wright Express: 3.50%	Transaction fee: 15¢	<input checked="" type="checkbox"/> Voyager Rate: 3.40% Transaction fee: 9¢ Charged by CTS Holdings, LLC
Integrated Equipment:	<input type="checkbox"/> VeriFone Ruby	<input type="checkbox"/> Auto Gas	<input type="checkbox"/> Gas Boy <input checked="" type="checkbox"/> Gilbarco <input type="checkbox"/> 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 <input type="checkbox"/> No <input type="checkbox"/>	Check all EBT services provided at this location:		
<input type="checkbox"/> Food stamps <input type="checkbox"/> Cash Benefits <input type="checkbox"/> Purchase with Cash Back <input type="checkbox"/> Purchase <input type="checkbox"/> 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	Discount Rate (%) and Downgrade Fee	DISCOUNT Rate Tier Description	Discount Rate (%) and Downgrade Fee
Rate 1 for MasterCard and Visa	<u>bases</u> <u>30</u> %Pay Inside _____ %Pay@Pump	Rate 1 for MasterCard and Visa	_____ %Pay Inside _____ %Pay@Pump
Rate 2 for MasterCard and Visa	Rate 1 plus _____ % + \$ _____	Rate 3 for MasterCard and Visa	Rate 1 plus _____ % + \$ _____
Rate 3 for MasterCard and Visa	Rate 1 plus _____ % + \$ _____		

AUTHORIZATION AND TRANSACTION FEES			
ACH Fee	\$ _____/batch <u>.22</u>	MasterCard/Visa Authorization Fee	\$ <u>.20</u> /each
American Express Authorization/EDC Fee	\$ _____/each <u>.18</u>	Pre-Auth Fee	\$ _____/each
Discover Authorization/EDC Fee	\$ _____/each <u>.18</u>	<input type="checkbox"/> Vital Fee	\$ _____/each
JCB Authorization/EDC Fee	\$ _____/each	Voice Authorization Fee	\$ _____/each <u>.95</u>
Decline Fee	\$ _____/each <u>.22</u>	Voice Response Unit (VRU) Fee	\$ _____/each <u>.95</u>
Debit/ATM Transaction Fee (Plus Debit Network Processing Fees)	\$ _____/each <u>.22</u>		

OTHER FEES			
Annual Fee	\$ <u>5</u> /year	Minimum Monthly Discount Fee	\$ <u>0</u> /month
Chargeback Fee	\$ 20.00/each	Monthly Fee	<u>0.02</u> /month
Early Cancellation Fee *	\$ 300.00	Statement Fee	\$ <u>7.00</u> /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.

Site Inspection Information			
Location Type:			
<input checked="" type="checkbox"/> Retail Store Front	<input type="checkbox"/> Office Building	<input type="checkbox"/> Industrial Building	<input type="checkbox"/> Residence <input type="checkbox"/> Trade Show <input type="checkbox"/> Other:
Is Site Photo Included with Application:		<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
Valid ID Verified: Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>		Date of Birth: 4-29-63	
Form of ID (choose one):			
<input checked="" type="checkbox"/> Driver's License #: 504 863478		<input type="checkbox"/> State Issued ID #:	
<input type="checkbox"/> Passport #:		<input type="checkbox"/> Military ID #:	
Is Inventory Sufficient for Business Type: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No			
Comments:			
Is Business Open and Operating: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		Are MasterCard and Visa Decals Visible: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
Any Mail or Telephone Order Sales Activity: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		Are Goods and Services Delivered at Time of Sale: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> 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

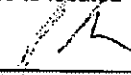
The Bank's mailing address is MAC A0347-023, 1200 Montego Way, Walnut Creek, CA, 94598. Attn: ISO-CTS and its phone number is 925-746-4143. The Bank is the only entity approved to extend acceptance of Association products directly to you and it must be a signatory to this Agreement. Some of the Bank's 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
Print Name of Principal or Corporate Officer

 10-9-07
Signature (Title) Date

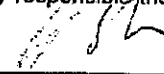
Print Name of Principal or Corporate Officer

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
Print Name of Personal Guarantor

 10-9-07
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 Wells Fargo Bank, N.A.

Signature _____

For internal use only: SIC/MCC Code _____