

**MCKENNEY
ATTACHMENT
A**

Transactions

XXXX-XXXX-XX

Sale Date	Post Date	Reference Number
1/11/07	1/15/07	24129427012100003913550

Description
1 HERBAL SALES

Statement Ending 1/15/07	
New Transactions	\$164.89
205-995-7433 AL	\$65.94

FTC0000047

McKenney Att. A

**MCKENNEY
ATTACHMENT
B**

DECLARATION OF PAULA CARRASCO
OF FIRST DATA CORPORATION

Now comes Paula Carrasco of First Data Corporation, pursuant to Rule 902(11) of the Federal Rules of Evidence, and declares as follows:

1. My name is Paula Carrasco. I am a Legal Analyst for First Data Corporation (hereinafter referred to as "First Data"), and in that capacity I am the individual who collected the documents in response to the Civil Investigative Demand tendered in this case.

2. I hereby certify that attached to this declaration are documents and electronic data, (including both hard-copy documents and a CD), which were collected in response to the CID issued March 2, 2007 concerning Spear Systems, Inc. (hereinafter referred to as "Spear Systems") (FIR0000001-0735).

3. Included in this document collection are a Merchant Application and Agreement submitted between Spear Systems and First Data, dated March 15, 2006, attached at FIR0000001-0008. A voided Spear Systems check from US Bank account 147495619834 is attached to the Agreement at FIR0000006.

4. Upon information and belief, the Chargeback Notifications that were processed for the Spear Systems account between October 16, 2006 and March 14, 2007 are attached to the declaration as FIR0000012-0735.

5. Upon information and belief, the disk attached to this declaration includes transaction spreadsheets for the Spear Systems account (FIR0000011). The spreadsheet

entitled "Naturalism-CBs" lists chargebacks processed for Spear Systems between May 26, 2006 and March 14, 2007. The spreadsheet entitled "truncated data" lists credit card transactions for the account from March 29, 2006 through March 1, 2007

6. I hereby certify that as to each of the records described above:

A. the information contained in the record was made at or near the time of the occurrence of the matters set forth by, or from information transmitted by, a person with knowledge of those matters;

B. the information contained in the record was kept in the course of the regularly conducted business activity; and

C. the information contained in the record was made by the regularly conducted activity as a regular practice.

I declare under penalty of perjury that the foregoing is true and correct.

Executed on July 30, 2007.



Paula Carrasco

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p. 1

MERCHANT APPLICATION AND AGREEMENT
CTS HOLDINGS, LLC

Chain ID

BUSINESS NAME(S)		Signing Rep: <u>Mark Scordo</u>	
Legal Name of Business: <u>Spec Systems Inc</u>		Sales Office Phone: <u>610-642-2742</u>	
DBA (doing business as): <u>Naturaslim</u>		MERCHANT PROFILE ("BUSINESS")	
Mailing/Doing Business Address: <u>4000 Eagle Point Corp Drive</u>		Business Open Date: <u>2</u>	Length of Current Ownership: <u>2</u>
City, State, Zip: <u>Birmingham, AL 35242</u>		Combined Estimated Monthly Volume for MCAV: <u>\$0,000</u>	Typical Ticket Sales Amount for MCAV: <u>250.00</u>
Contact Name: <u>Lisa Kimsey</u>		Type of Business: <u>Herbal Products</u>	Type of Goods/Services Sold: <u>Herbal Products</u>
Phone Number: [REDACTED]	Fax Number: [REDACTED]	Site Inspection Performed: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
Merchant E-Mail Address: <u>www.naturaslim.com</u>		Seasonal Sales: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
Location Address (if different from Mailing): <u>www.naturaslim.com</u>		High Volume Merchant: _____	
City, State, Zip: _____	Country: _____	Face to Face: _____ %	
Phone Number: _____	Contact Name: _____	Mail Order (MO): _____ %	
		Telephone Order (TO): _____ %	
		Internet: <u>100</u> %	
		TOTAL: <u>100%</u>	TOTAL: <u>100%</u>
OWNERSHIP INFORMATION			
25% ownership for a corporation, 100% ownership for a partnership or proprietorship, must be indicated for on this application.		Federal Tax ID # (if any): [REDACTED]	
<input type="checkbox"/> Sole Prop. <input type="checkbox"/> Partnership <input checked="" type="checkbox"/> Corporation <input type="checkbox"/> Other			
Owner 1/Partner/Officer Name: <u>Lisa P Kimsey</u>	Title in Business: <u>CFO</u>	Ownership %: <u>100</u>	
Home Address: [REDACTED]	City, State, Zip: <u>Caldwell, ID 83607</u>		
Social Security #: [REDACTED]	Phone Number: [REDACTED]	DOB: [REDACTED]	
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: <u>Joe Lesore</u>	Contact: <u>Debra with Finance</u>	Phone Number: [REDACTED]	Account #: <u>See "Bura Part 1"</u>
Trade Reference 2 Name: <u>Private Cash Inc</u>	Contact: <u>Debra Shurlock</u>	Phone Number: [REDACTED]	Account #: <u>8127</u>
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	<input checked="" type="checkbox"/> Checking Only	Contact Name: _____	Bank Name: _____
	Phone Number: _____	Transit Number: _____	DDA Number: _____
	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 #.			
Name of Business: _____		Address: _____	
Merchant #: _____			
Are you now processing or have you ever processed MasterCard/VISA? <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: _____			

FIR000001

M.F.

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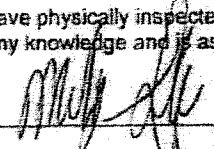
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P. 2

CREDIT CARD ACCEPTANCE		ENTITLEMENTS	
Check those cards you choose to accept (acceptance of all MasterCard and Visa transactions is presumed unless any deletions below are checked (see section 1.3): <input checked="" type="checkbox"/> Accept MasterCard Credit Transactions Only <input checked="" type="checkbox"/> Accept Visa Credit Transactions Only <input checked="" type="checkbox"/> Accept MasterCard Signature Debit Transactions Only <input checked="" type="checkbox"/> Accept Visa Signature Debit Transactions Only		New American Express Agreement Attached: Yes <input checked="" type="checkbox"/> No <input checked="" type="checkbox"/> Please provide the following MID if a when available: Americ: _____ Discover: _____ JCB: _____ Check your: _____ Check your Co: _____ Check your method: Drivers License <input type="checkbox"/> MICH <input type="checkbox"/> **Note: If no box is checked it will automatically default to Dealer's License.	
EQUIPMENT			
CTS sales equipment: YES <input type="checkbox"/> NO <input type="checkbox"/> Sales office reprograms equipment: YES <input type="checkbox"/> NO <input type="checkbox"/>		ECR Software/terminal (type): _____ Terminal Type: _____ QTY: _____ Type of Printer: _____ QTY: _____ Type of PIN pad: _____ QTY: _____ (Tap line required?) Yes <input type="checkbox"/> No <input type="checkbox"/> Autobatch: Yes <input type="checkbox"/> No <input type="checkbox"/>	
Circle store policy to be printed on receipt: NO REFUNDS ALLOWED NO REFUNDS, EXCHANGE ONLY IN 7 DAYS ALL SALES FINAL Agents must do all downloads and installs.		MANUAL IMPRINTERS Is there an existing imprinter at this location? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> (Type of imprinter circle one) Portable or regular manual (Qty) _____	
PETROLEUM INFORMATION			
Pay at the Pump: YES <input type="checkbox"/> NO <input type="checkbox"/> <input type="checkbox"/> Weight Express: 1.87% Transaction fee: 15¢		<input type="checkbox"/> Voyager Rate: 3.40% Transaction fee: 9¢ Charged by CTS Holdings, LLC	
Integrated Equipment: <input type="checkbox"/> VerFone/Ruby <input type="checkbox"/> Auto Gas <input type="checkbox"/> Gas Boy <input type="checkbox"/> Gilbarco <input type="checkbox"/> Clear			
EBT INFORMATION			
The EBT Services Return to Buyback Corporation and Schedule 1 must accompany this 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 first amount is \$ _____			
SCHEDULE OF FEES (Charged by CTS Holdings, LLC)			
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	2.4 %	Rate 1 for MasterCard and Visa	2.4 % .40¢
Rate 2 for MasterCard and Visa	Rate 1 plus 2.0 % + 5¢.10	Rate 3 for MasterCard and Visa	Rate 1 plus 5 + 3
Rate 3 for MasterCard and Visa	Rate 1 plus 3 % + 5¢.10		
AUTHORIZATION AND TRANSACTION FEES			
ACH Fee	\$.25 /each	MasterCard/Visa Authorization Fee	\$.40 /each
American Express Authorization/EDC Fee	\$.25 /each	Pre-Auth Fee	\$.40 /each
DEBIT/ATM Transaction Fee (Plus Debit Network Processing Fees)	\$.25 /each	<input type="checkbox"/> Void Fee	\$.10 /each
Decline Fee	\$.25 /each	Voice Authorization Fee	\$ 1.00 /each
Discover Authorization/EDC Fee	\$.25 /each	Voice Response Unit (VRU) Fee	\$ 1.00 /each
JCB Authorization/EDC Fee	\$.25 /each		
OTHER FEES			
Annual Fee	\$ 1.00 /year	Minimum Monthly Discount Fee	\$.25 /month
Chargeback Fee	\$ 20.00 /each	Monthly Fee	\$.10 /month
Early Cancellation Fee *	\$ 300.00	Statement Fee	\$.10 /month
<input type="checkbox"/> Merchant Club Fee _____ (initial)	\$ _____ /month		
* 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 type="checkbox"/> Retail Store Front <input type="checkbox"/> Office Building <input checked="" type="checkbox"/> Industrial Building <input type="checkbox"/> Residence <input type="checkbox"/> Trade Show 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: _____
Form of ID (choose one):	
<input type="checkbox"/> Driver's License # <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 type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Any Mail or Telephone Order Sales Activity: <input type="checkbox"/> Yes <input type="checkbox"/> No	Are Goods and Services Delivered at Time of Sale: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
<p>ATTACH SITE INSPECTION PHOTO</p>	

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: 

Sales Representative Name (Please Print): Mark J Sindoi

CTS Rep Code: _____

Application Date: 3/16/06

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p. 3

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.

Lisa P. Kimsey, CFO
Print Name of Principal or Corporate Officer

Lisa P. Kimsey CFO 3-15-2006
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.

Print Name of Personal Guarantor

Lisa P. Kimsey 3-15-2006
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.

For internal use only: SICIMCC Code _____

Signature

FIR0000004

PROOF OF BUSINESS OWNERSHIP ADDENDUM

Merchant Name: Naturalism

In compliance with the USA Patriot Act, please indicate which of the following proof of business ownership merchant is attaching to Merchant Application:

- Articles of Incorporation**
- State-Issued Certificate of Incorporation**
- Government-Issued Business License**
- Partnership Agreement**
- Certificate of Assumed Name**
- A Trust Instrument**

Sales Agent Signature: 

Name (printed): Mark G Sanders

Agent Code: _____

Date: 3/15/06

IMPORTANT: THIS FORM MUST BE FILLED OUT.

FIR0000005

MAR 15, 2006 17:13 TOTAL MERCHANT SERVICE 61064227423

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p. 4



total merchant services
payment solutions for your business

VOIDED CHECK VERIFICATION FORM

Please attach a voided check below.

SPEAR SYSTEMS INC
400 SADDLE POINT CORPORATE DR
BIRMINGHAM, AL 35242-1000

1025

AMOUNT
DISH VALUE

DATE

\$

CHECKING

US bank

FOR

Do you have pre-printed checks showing the Business DBA Name listed on the application? YES NO

Bank Reference Name: US BANK

Bank Contact Person: TERRY SANDY

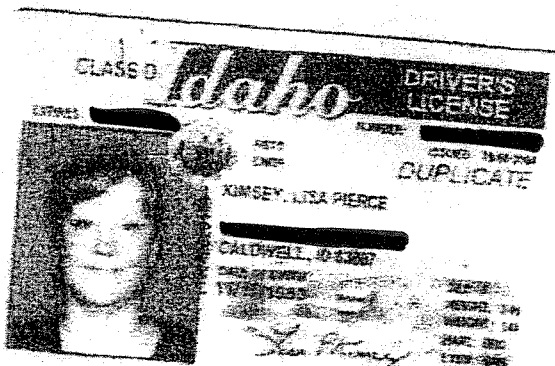
Bank Telephone Number: (307) 473-2324

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P. 2



FIR0000007

MOTO/INTERNET MERCHANT QUESTIONNAIRE

1. What percentage do you sell to: Businesses 10 % Public 90 %
2. Do you have a retail location? Yes _____ No
 - What percentage of sales will be from:
 - Mail _____ %
 - Telephone _____ %
 - Retail location _____ %
 - Internet 100 %
3. Do you have all merchandise in stock? Yes _____ No _____
If no, please provide full name, address and procedures (please use back or separate sheet)
4. Do you sell locally _____ or nationally ?
5. Who is your current bankcard processor? NA
6. Do you use Address Verification Service? Yes NA No NA
7. How many charge-backs did you have for the previous year? 0
What was your total dollar amount for those charge-backs? \$ 0
8. What is your policy for customer payment:
 Customer billed at time of order
_____ Customer billed at time of delivery
9. How many days from the time of order does it take to deliver merchandise:
1-7 days (Fed Ex) 7-14 days _____ 14+ days _____
10. What is your return/cancellation policy? Satisfaction Moneyback Guarantee
11. Is the customer's signature obtained upon receipt of delivery? Yes No _____
12. How do you advertise your products/services? (ie: catalogs, advertisements, magazines, etc.)
Internet

Please provide additional information such as brochures, pamphlets or reports from your current processor representing volume and charge-back history.