MERCHANT PROCESSING AGREEMENT

Merchant Application and Fee Schedule

8500 Governors Hill Drive Symmes Twp, OH 45249-1384 Phone: 888-208-7231 Fax: 877-822-1248 Please carefully complete the Application and read the Terms and Conditions and other additional forms, as applicable to you, which together make up the Merchant Processing Agreement. The Terms and Conditions can be viewed at http://info.vantiv.com/NPCCMA. Please retain the website to review the Terms and Conditions as well a copy of the Merchant Application for your records. Worldpay ISO, Inc. ("NPC") and Member Bank's acceptance of this Application will be made in a manner authorized in the Agreements and/or Terms and Conditions.

Sales Repres	entative	ID Numb	er (9 d	ligit o	<u>r 16 d</u>	ligit	code)							
T 1 1	3	7 R	0	1	8					Bank # or Mercha	int Association #:			
SECTION 1	MERCH.	ANT BUS	INESS	INFO	RMA	TION	ı							
Business Legal Name: (Must Match Business Tax Return Name) HOMER SKELTON HYUNDAI LLC									Contact Name: RODNEY MCGUIRE					
Business Name (DBA): ☐ Check here if Corporate Headquarters HOMER SKELTON HYUNDAI FINANCE								dquarters						
Business Location Address:													RELIGITITIONDALCON	
8145 NEW CRAFT RD									Business Billing Address: (if different from location address) 8145 NEW CRAFT RD					
City, State, Z		MO 0005							City, State, Zip:	N.I. MO. 00054				
OLIVE BRA	INCH, I	WS, 3865	4			T F	=ax #:		OLIVE BRANCH, MS, 38654 Phone #: Fax #:					
(662) 890-0	100						ωλ π.		(662) 89	0-0100		Ι αλ π.		
Federal Tax	ID #: 51	1-060330	7											
							INFORMATION							
													on about the beneficial evasion, corruption,	
					ng the	e dis	sclosure of key in	ndividuals	who own or con	trol a legal entity (i	.e., the beneficial o	wners)	helps law enforcement	
investigate a			se crir Asso		n/Est	ato/	Truet	□ Financi	al Institution	□ Partners	chin	SE	EC Registered Entity	
Type of Lega	ai Liitity						al/State/Local) ធ		ai iristitution		Corporation	□ JL	LO Registered Entity	
			Indivi	idual/					ofit/Tax-Exempt		-Traded Corporation	n		
Control Owne		er/Princip	al Nan	ne:				Title:		DOB:	SSN #:		Ownership	
Michelle Cha								Presiden		6/23/1969	413-35-5269		Percentage 100	
Home Addres		\Mov. C							City, State, ZIP: Olive Branch, MS 38654				one #:	
4535 Spring			cinal N	lame				Title:	Olive Branch, N	DOB:	ISSN #:	(002	2) 890-0100 Ownership	
	Beneficial Owner/Officer/Principal Name: Title: Michelle Chapman Presiden					ıt	6/23/1969	413-35-5269		Percentage 100				
Home Addres								- I	City, State, ZIP		<u>'</u>		one #:	
4535 Spring									Olive Branch, N		T = =	(662	2) 890-0100	
Beneficial Ov	vner/Of	ficer/Prind	cipal N	lame:				Title:		DOB:	SSN #:		Ownership Percentage	
Home Addres	SS:								City, State, ZIP	<u> </u>		Pho	one #:	
									3, ,					
Beneficial Ov	vner/Of	ficer/Prind	cipal N	lame:	:			Title:		DOB:	SSN #:		Ownership Percentage	
Home Addres	ss:							1	City, State, ZIP):		Pho	one #:	
Beneficial Ov	vner/Of	ficer/Princ	cipal N	lame:				Title:	l .	DOB:	SSN#:		Ownership	
													Percentage	
Home Addres	ss:								City, State, ZIP	:		Pho	one #:	
SECTION 3	IMPOR	TANT DIS	CLOS	URES	Merc	han	t acknowledges	receipt of	NPC's documen	tation, which inclu	des Merchant Proce	ssing A	greement Ver.GEN.1120	
											ceptance of Visa pro		9 · · · · · · · · · · · · · · · · · · ·	
											a Member is respon			
for educating Merchants on pertinent Visa Operating Regulations with which Merchants must comply. (4) The Visa Member is MEMBER BANK:														
responsible f are derived f			/ide se	ttlem	ent tu	ınds	to the Merchan	it. (5) The	Visa Member is	responsible for all	funds held in reserv	e that	Fifth Third Bank, N.A. c/o Worldpay LLC	
are derived i	ioiii set	dement.										8	3500 Governors Hill Drive	
IMPORTANT MERCHANT RESPONSIBILITIES: (1) Ensure compliance with cardholder data security and storage requirements. (2) Symmes Township, C										Symmes Township, OH				
											ment. (4) Comply v		45249 (888) 208-7231	
Operating Regulations. The responsibilities listed above do not supersede the terms of the Merchant Agreement and are provided to ensure the Merchant understands some important obligations of each party and that the Visa Member (Acquirer) is the ultimate (888) 208-7231														
authority sho								caon party	and that the Vis		, .o a lo altimato			
Signature (S	ignature	e may be	evider	nced	by fac	sim	ile)				Name (please p	rint) [Date	

Merchant's Business Name (Legal): HOMER SKELTON HYUNDAI LLC SECTION 4 BUSINESS PROFILE AND ASSUMPTIONS Ownership or Legal Entity Close NPC Existing MID#: Close Date Existing MID: Open Date: 1/1/2006 Change % Card % Imprint % Card Annual Volume \$3,000,000.00 98 2 % B2B 0 100 (Visa/MC/DS/AX): Present Swipe (Manually Keyed) % of % Card Not Average Ticket \$250.00 0 % MOTO 0 % Internet 0 International 0 (Visa/MC/DS/AX): Present Cards Highest Ticket \$15,000.00 100% Total (Visa/MC/DS/AX): □ Add'l. Location 1st Location MID: □ Never Accepted Cards ☑ Processor Change - How many processing statements are you including? 3 Type of Goods/ Car and Truck Dealers (New and Used) Sales, Service, Repairs, Parts, and Leasing Service Sold: REFUND POLICY No Refund in 30 _ Merchandise MCC: 5511 □ Other exchange only (Check One): Refund days or less Seasonal Sales:

☐ Yes

☑ No Active Months: | JAN | FEB | MAR | APR | MAY | JUN | JUL | AUG | SEP | OCT | NOV | DEC SECTION 5 COMPLIANCE INFORMATION Do you (MERCHANT) have a □ 3rd party software application/gateway or Do you store cardholder data? Paper -☐ YES ☑ POS Terminal Electronic - □ YES ☑ NO Have you ever experienced an Account Data Compromise? ☐ YES ☑ NO If yes, have you completed remediation? ☐ YES ☐ NO Third Party Software/Gateway Vendor Name and Address: Third Party Software/ Gateway Vendor Contact Information: Version # Merchant data to which this vendor has access: Does software store cardholder information? \sqcap NO All merchants must comply with the Payment Card Industry Data Security Standard ("PCI DSS"). Merchant is required to maintain the security of card data and to comply with the requirements of the PCI DSS. Merchant must validate its compliance with the PCI DSS and provide NPC with evidence that Merchant (a) has successfully completed a Self Assessment Questionnaire and scan(s), if applicable, and (b) is compliant with the PCI DSS. NPC has created the PCI Program (the "PCI Program") to assist merchants in securing card data and complying with PCI DSS. You are enrolled in the PCI Program and the applicable fees will be assessed in accordance with the terms of the PCI Program. Information on the PCI Program is set forth in Section 15 of the Terms and Conditions and the applicable fees are set forth in Section 8. All gateway or other vendor supplied software must be compliant with the Payment Application Data Security Standard rules ("PA DSS"). SECTION 6 MERCHANT BANK ACCOUNT INFORMATION In accordance with the terms set out in the Merchant Processing Agreement, funds will be transferred to/from the account as delineated. If nothing is checked, MERCHANT will receive Premium ACH. ACH can be performed by the following entities: Member Bank, NPC or any authorized agent of NPC or any Third Party Service Provider with whom you have contracted. *Subject to special approval Deposit Time Frame: □ Premium ACH ☑ Alternate Funding* Deposit Type: ☑ Combined □ By Batch Any ACCOUNT NUMBER indicated must be a valid account number for handling ACH deposits and withdrawals. If more than one account is indicated, account #1 will be used for Sales Routing #1: 8 2 0 2 7 8 DDA Account Type: ☑ Checking 0 1 Account #1: 6 0 9 5 7 8 0 6 Routing #2: DDA Account Type: ☐ Checking □ Savings

NPC.1120.CMA.MAG.T1137 (STD)

Account #2:

□ Discount □ Fees □ Credits □ Chargebacks Worldpay ISO, Inc. ("NPC") is a registered ISO of Fifth Third Bank, N.A., 38 Fountain Square Plaza, Cincinnati, OH 45263

If a second account, this account is used for:

Merchant's Business Name (Legal): HOMER SKELTON HYUNDAI LLC **RATES AND FEE SCHEDULE** SECTION 7 CREDIT AND DEBIT TRANSACTION PRICING **BILLING FREQUENCY:** □ Daily ☑ Monthly ☑ Retail □ Restaurant □ Mail/Telephone Order **BUSINESS TYPE** □ Internet □ Retail Key Entered □ DialPay Capture □ MOTO/CardSwipe □ Large Ticket **SUB BUSINESS TYPE** Visa/Mastercard/Discover/American Express OptBlue Program Discount Rate Transaction Fee AMERICAN EXPRESS OPTBLUE PROGRAM 5 Flat Rate Pricing Is annual volume less than \$1,000,000.00?

✓ YES □ NO % \$ If No, then you are not eligible for the American Express OptBlue Program. ☐ Flat Rate ¹ (If No and your volume decreases to less than \$1,000,000, you may be **Tiered Pricing** converted to the American Express OptBlue Program unless you have elected to Qualified % \$ opt out.) ☐ Tiered Pricing ² Mid-Qualified % \$ Existing American Express Number □ YES ☑ NO % \$ Non-Qualified $\hfill\Box$ By checking this box, Merchant elects to opt out of the American Express Program High Risk Transactions will be assessed the Non-Qualified Transaction By checking this box, Merchant elects to opt out of receiving American Fee and Discount Rate plus an additional High Risk Discount Rate of up Express Marketing Materials. to 0.75%. See Terms and Conditions Section 6.K. Interchange Plus Pricing Transaction Risk Fee ☐ YES ☐ NO Interchange Plus Pricing includes a Transaction Risk Fee from % up to 0.85% in 0.15 % \$ 0.05 ☑ Interchange+ Pricing ³ addition to your Discount Rate and applies to Transactions that carry a higher degree of risk as described in the Terms and Conditions Section 6.K. PIN Debit Pricing Monthly Hosting Fee Discount Rate Transaction Fee ☑ Pin Debit Pricing ⁴ \$ 0.00 0.30 % \$ 0.10 Miscellaneous Product Fees Monthly Hosting Fee Quantity Setup Fee Transaction Fee ☐ Wireless Service Quantity Setup Fee Monthly Hosting Fee Transaction Fee Batch Fee □ Internet Services \$ \$ \$ OCCURRENCE FEES SECTION 8 Network & Processor Access Fee □ Signature Merchant Location Fee 3 \$2.50 /month/MID □ 0.15%/Visa, MasterCard, American Express, Discover Transaction ⁶ ☑ Pass-through 7

Charged in the Month of

August

0.05% of gross sales per month

0.15% of gross sales per month

0.27% of gross sales per month

Batch Fee

□Address Verification

□Semi Annual Fee

Retrieval Request

Voice Authorization Fee

□PCI Program Fee - Annual 11 \$90.00 /annual

Chargeback Fee

□Welcome Kit

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□Group Annual *

Fee *9

EMV Non-Enabled Fee *8

□Regulatory & Compliance

☑Card Brand Usage Fee

☑Card Brand Usage Fee

ACH DBA Change Fee

☐ Early Deconversion Fee

(NABU) - MasterCard

(NABU) - Visa

On File Fee

□Minimum Bill

□Application Fee

(If no box checked in this section, we will assess the default rate of 0.15% Visa,

Charged

Month of

March

/each

/each

/once

\$10.00 /month

\$25.00 /each

\$375.00 /once

\$30.00 /month

Annually in the

\$99.00

MasterCard, American Express, Discover Transaction)

Low Risk

High Risk

\$90.00

\$0.06

\$0.06

\$0.00

Moderate Risk

\$15.00 /each

\$25.00 /each

\$0.00 /once

\$1.95 /each

■Monthly Discount Adjustment *

Charged in the

Months of

\$45.00 August and 6

months

thereafter

\$0.00 /each

\$0.00 /per batch

If the box for Signature Merchant Location Fee is not checked, Merchant will

continue to be responsible for the Mastercard Location Fee at the then current

☑Paper Statement ¹

Global FFE Auth *12

TSYS FFE Auth *12

□Advantage Buyer Program

Monthly 11

Fee *9

0.02% /per-item rate

□Dial Transaction Surcharge *\$0.08 /each

\$8.00 /month

\$0.00 /month

\$25.00 /month

\$0.03 /each

\$0.03 /each

FOOTER REFERENCES

Return ACH(s) are subject to a \$25.00 fee for each occurrence.

- 1099 K Reporting is provided at No Charge.
- ¹ Fees designated with an asterisk (*) in the Occurrence Fees Section are included in the Flat Rate Discount Rate. Fees without an asterisks, miscellaneous product Fees, and Initial Equipment Orders sections are not included in flat rate pricing and will be charged separately.
- ² Network Interchange Fees are included.
- 3 Network Fees and Communication Fees are assessed separately. Transaction fee will be billed per each authorization attempt.
- ⁴ Network Fees and Communication Fees are assessed separately.
- ⁵ If you have elected for the Marketing Opt-out, you may continue to receive updates while American Express updates its records. You will continue to receive important transaction or relationship messages from American Express. If you have not elected for the Marketing Opt-out, your mailing address, phone number, email address, fax number, and or cell (or mobile) phone number may be used by American Express to send commercial marketing messages, which may include information about American Express products, services, and resources.
- ⁶ This fee will be assessed on all Visa, MasterCard, Discover, and American Express volume and is subject to a \$10.00 monthly minimum. We may, in our sole discretion elect to waive this fee and instead assess to you the following fee as pass-through fees (which may be as an allocation): (i) the Fixed Acquirer Network Fee ("FANF"); (ii) the MasterCard Acquirer Fee; (iii) the Discover Access Fee (which may be labeled as the Discover Data Usage Fee; and (iv) American Express Access Fee.
- If this box is checked, the Discover Data Usage Fee, American Express Access Fee and Network Acquirer Fee (which includes the MasterCard Acquirer Fee and FANF) will be assessed to you as pass-through.
- ⁸ Fee is assessed if you do not have EMV enabled equipment and/or software and is determined based on the chargeback liability risk of your MCC as determined by us. Transactions evaluated monthly and assessed when applicable. Based on the gross sales amount of each card present Transaction.
- ⁹ See Section 13 of the Terms and Conditions for additional information.
- 10 The initial term of the Merchant Agreement is 3 years and automatically renews for additional 3-year periods. If this Agreement is terminated prior to the expiration of the initial term or any renewal term, you will be subject to an Early Deconversion Fee ("EDF") in accordance with the terms of Section 7B of the Terms and Conditions. If limited by state law, these fees may be modified in accordance with Section 7B of the Terms and Conditions.
- 11 See Section 15 of the Terms and Conditions for additional information. In addition, Merchant may be charged a PCI Non-Compliance fee of \$19.95 per month per MID if not in compliance with PCI Rules and Regulations. Please refer to Section 6.G of the Terms and Conditions.
- ¹² Applicable to Non-Worldpay front ends.

SECTION 9 UNLIMITED PERSONAL GUARANTY AND CREDIT INFORMATION AUTHORIZATION

PERSONAL GUARANTEE: In exchange for NPC's and Member Bank's acceptance of this Merchant Agreement, each person signing immediately below this paragraph (each such person, a "Guarantor") is signing this Merchant Agreement as a Guarantor of the Merchant identified on page 1 of the Merchant Agreement. By signing below, each Guarantor (i) accepts and agrees to be bound by the Continuing Unlimited Guaranty provisions starting in Section 11 of the Terms and Conditions, and (ii) acknowledges and confirms that, prior to signing, he or she received and read those Continuing Guaranty provisions. Each Guarantor individually authorizes NPC, Member Bank, and/or either of their representatives to conduct an initial and ongoing comprehensive credit investigation of him or her by utilizing a third-party credit reporting agency and/or to obtain a criminal background check. Guarantor acknowledges receipt of the Merchant Agreement, which is incorporated herein by reference as if fully set forth herein and has reviewed the Continuing Unlimited Guaranty provisions therein.

Authorized Signature of Guarantor:	(Do Not Include Title)	Guarantor Name:		Date of Signature:
		Michelle Chapman		
Home Address			City, State, ZIP:	
4535 Spring Meadow Way S			Olive Branch,MS 38654	
Date of Birth:	Social Security Number:	Phone #:		
6/23/1969	413-35-5269	(662) 890-0100		

SECTION 10 PATRIOT ACT AND BACKGROUND AUTHORIZATION

To help the government fight the funding of terrorism and money laundering activities, the USA Patriot Act requires all financial institutions to obtain, verify and record information that identifies each person (including business entities) who opens an account. What this means for you: When you open an account, we will ask for your name, physical address, date of birth, taxpayer identification number and other information that will allow us to identify you. We may also ask to see your driver's license or other identifying documents. The undersigned entity(ies) and individuals hereby unconditionally authorize NPC and Member Bank or its agents to (i) investigate the information and references contained herein, and to obtain additional information about the Merchant and such individual(s) by pulling credit bureau and criminal background checks on the Merchant and its principals, including obtaining reports from consumer reporting agencies on individuals signing below as an owner or general partner of Merchant, or providing their Social Security Number on the Application (if such individual asks NPC or Member Bank whether or not a consumer report was requested, NPC and/or Member Bank will tell such individual and, if NPC and/or Member Bank received a report, NPC and/or Member Bank will give the individual the name and address of the agency that furnished it) and (ii) update such information periodically throughout the terms of service of the Merchant Agreement. By providing your SSN and signing this Application, you, in your individual capacity, unconditionally authorize NPC and Member Bank to obtain your consumer credit report.

SECTION 11 MERCHANT ACKNOWLEDGEMENTS AND SIGNATURE

Merchant agrees to and accepts the terms and conditions set forth in this Application and the Terms and Conditions which are incorporated herein by reference (GEN.1120) as if fully set forth herein (collectively, the "Merchant Agreement") and acknowledges receipt of all parts of the Merchant Agreement. Merchant acknowledges that no handwritten changes have been made to the printed text of the Merchant Agreement and that the parties may produce and rely on a copy or electronically stored image of the Merchant Agreement for all legal purposes. Merchant represents, warrants and certifies to NPC and Member Bank that it has reviewed all pages of this Application, that all information provided herein is true, correct and complete and that NPC and Member Bank may rely on the information contained in this Application, without further investigation, for all purposes. Merchant acknowledges and agrees that NPC and Member Bank are in no way responsible or liable for the actions, inactions, performance or lack of performance of any third party provider or independent sales representative. Merchant represents that it has chosen for itself any services, equipment or third party selected in connection with the Merchant Agreement, and it has not relied on any promises, representations, warranties, or covenants of the independent sales representative, NPC or others. Merchant acknowledges and agrees that the Merchant Agreement shall not be altered by any prior, contemporaneous or subsequent oral representations made by any party. Merchant further authorizes the release of Merchant information in accordance with the provisions of Section 10 of the Terms and Conditions. If Merchant does not want to participate in the American Express Program, the applicable Opt Out Box has been marked.

IN WITNESS WHEREOF Merchant has caused this Agreement to be executed by its duly authorized representative effective in accordance with the terms of the Terms and Conditions. The Agreement shall be binding upon Merchant upon the earlier of Merchant's execution below or Merchant's first processed electronic transaction.

MERCHANT		
Signature (Signature may be evidenced by facsimile)	Name (please print)	Date
V		

SECTION 12 EQUIPMENT SETUP				NPC to ship	equipment SOF =	Sales office to shi	p equipmer	nt MER = Mer	chant owned
TERMINAL	QTY	PROVIDER CODE	PRIN'	TER	PROVIDER CODE	P	IN PAD		PROVIDE CODE
								□EXCHANG	
								□EXCHANG	
Otto						Tou	□NEW	EXCHANGE	
Other:	Provider Co	de: Othe	r:		Provider Code:	Other:		Provid	der Code:
EQUIPMENT SOFTWARE INFORMATION	TWARE NAI	ME L	F	PUBLISHER	<u> </u> 	VER	SION		
EQUIPMENT OPTIONS		THE DEF	AULT SELECTION	WILL BE A	PPLIED FOR ANY C	OPTION NOT SELEC	TED BELO	W	
□RETAIL/MOTO				□RES	TAURANT		□CA:	SH ADVANCE	
AVS YES NO	Au	to-Close++	□ YES □ NO		Tips	☐ YES ☐ NO	□ LO	DGING	
Last 4-Digits ☐ YES ☐ NO CVV 2 ☐ YES ☐ NO	Storo	TIME N Forward	□ YES □ NO		Servers	□ YES □ NO	FUEL	. □YES □N	10
Durchago	Store	Pre-Dial			Tables	□ YES □ NO	1.022		
Card/Level 2 ☐ YES ☐ NO		Cash Back	□ YES □ NO		Bar Tab	□ YES □ NO	PASS	WORD	
Invoice # ☐ YES ☐ NO		Cash Back			Suggested Tip	□ YES □ NO		All □ \	∕ES □ NO
Prompt		lax Amount		□FAS1	PAY (FPS)				/ES □ NO
PBX Code □ 8 □ 9 Multi-Merchant □ YES □ NO					□Both receipts sigr			Return □ \	
First Merchant	++ Auto-C	Close Time fo	or Alternate Fundir		□Both receipts NO		Set	tlement 🗆 Y	∕ES □ NO
MID	needs to	be no later t	han 7:30 p.m. CS	T	□NO receipts unde	er \$25.00		Other	
Custom Header / Footer:				Wireles	s ID:				
				Comme	ents:				
EQUIPMENT SHIPPING INSTRUCT	TIONS		l <u>ONLY</u> if ordered		IPC - Default ship	ping options (ind	icated by	*) will be app	olied for any
Ship To:	Do Not Ship	•	t Location [*] □ IS0		□ Other	□ 1-3 Day	Over Night	□ Ground	d □ Saturday
Attn:						Payment For	Equipment	Will Be:	
Address:							☐ Check □	Cash □ V	
City:	State: Z	Zip:	Phone #:		□ Special Instr			•	• ,
NPC TO REPROGRAM/TRAIN M			⊿NO						
NPC TO SHIP WELCOME KIT?	□YES	⊠NO							
WELCOME KIT SHIPPING INSTRU	ICTIONS							d if welcome l arate address	
Ship To: □Merchant Location *	□ISO Location	on □Other					Attn:		Phor
Address:			IC	City:		State:	Zip:		
SECTION 13 SITE INSPECTION IN			•	<u>, </u>					
I represent and warrant that the inform					•		by certify tha	t (check which	applies):
☑ I have physically inspected the this address, personally confirmed.				Business / I	nventory / Shipmer	nts:			
Control Owner/Officer Information			boir cianing of	.				-\/F0	-NO
the Agreement.	r Coolion, and	· Williams	, ,		ess appear as repr			☑YES	□NO
□An NPC approved third party sit		uppiy	Is business open and operating?				☑YES	□NO	
inspection within 15 days of my si	ignature belov	w or I have i	nonnea Ni O	Is inventory sufficient for business type?				☑YES	□NO
that a site inspection is needed.	Ale e de contra o			Are goods and services delivered at the time of sale				☑YES	□NO
☐ I have not physically inspected Merchant; but have verified the va			a autoido	Goods and services charged to credit card on				☑Order	□Shipment
sources and confirmed the identit			er the Control	•	nd services delivere			☑Physically	□Both
Owner/Officer Information Section				If goods are	shipped, is a Fulfi	Ilment House used	?	□YES	□NO
If Fulfillment House is used, pleas	e complete th	e following:							
Fulfillment House Name and Add	ress:					Fulfillment I	louse Cont	act Information	n:
1									

Is Fulfillment House PCI DSS Compliant? □YES □NO

Location Type: ☑Retail Store Front □Office Building □Residence □Industrial Building □Trade Show Sales Sales Rep

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% of shipments by this vendor