

MERCHANT APPLICATION

5100 Interchange Way Louisville, KY 40229 Phone: 888-208-7231 Fax: 877-822-1248

Please carefully complete the enclosed Application and read the attached Terms and Conditions and other additional forms, as applicable to you, which together make up the Merchant Processing Agreement. **Keep a Copy of the entire Application and the Terms and Conditions for your records.** NPC/Member Bank's acceptance of this Application will be made in a manner authorized in the attached Agreements.

Sales Representative ID Number (9 digit or 16 digit code)										
T 1 1 3 7 R 0 0 0	Bank # or Merchant Association #: Associate: 458 Chain: 730									
SECTION 1 BUSINESS INFORMATION	Accordate. 400 Grain. 700									
Business Legal Name: (Must Match Business Tax Return Name)	Contact Name:									
BINSWANĞER ENTERPRISES LLC	KIM LEE									
Business Name (DBA): Check here if Corporate Headquarter BINSWANGER GLASS 11	s E-mail address: Website: KLEE@BINSWANGERGLASS.COM									
Business Location Address:	Business Billing Address: (if different from location address)									
965 RIDGELAKE BLVD 300	965 RIDGELAKE BLVD 300									
City, State, Zip: MEMPHIS, TN, 38120	City, State, Zip: MEMPHIS, TN, 38120									
Phone #: Fax #: Fax #:	Phone #: Fax #: (901) 537-8416 (901) 537-8333									
SECTION 2 OWNERSHIP INFORMATION										
Ownership: Sole Prop. Corporation Partnership / LLC	Government (Federal/State/Local) Tax-Exempt Organization (501C)									
Owner/Officer/Principal Name: Title: ARTURO CARILLO CEO PRES	DOB: SSN #: Federal Tax ID#: 6/1/1950 999-99-9999 45-2494902									
Home Address: City, S	tate, Zip : Phone #:									
	PHIS, TN, 38120 (901) 537-8416									
SECTION 3 BUSINESS PROFILE AND ASSUMPTIONS	is well a well a second of the									
Ownership or Legal Entity Change Close NPC Existing MID#: Close Date Ex	xisting MID! Open Date: Annual Volume (Visa/MC/DS/AX): Annual Volume (Visa/MC/DS/AX): S600,000.00 \$170.00 \$1,000.00									
Add'l. Location 1st Location MID#:	ted Cards Processor Change - How many processing statements are you including?									
100 % Card Present 0 % Card Not Present 95 % Card Swipe 5 % Imprint (Manu Ke	ually yed) 0 % MOTO 0 % Internet 0 % B2B 0 % of International Cards									
Type of Goods/ Services Sold: Automotive Service Shops REFUND POLICY (Check One): No	Refund ✓ Refund in 30 days or less Merchandise exchange only Other									
Seasonal Sales: Yes / No Active Months: JAN FEB MAR APR	R MAY JUN JUL AUG SEP OCT NOV DEC									
SECTION 4 IMPORTANT DISCLOSURES Merchant acknowledges rece	eipt of NPC documentation, which includes Merchant Processing Agreement Ver.GEN.0713									
IMPORTANT MEMBER BANK RESPONSIBILITIES: (1) A Visa Member is the only entity a Visa Member must be a principal (signer) to the Merchant Agreement. (3). The Visa Me Regulations with which Merchants must comply. (4). The Visa Member is responsible for responsible for all funds held in reserve that are derived from settlement. IMPORTANT MERCHANT RESPONSIBILITIES: (1) Ensure compliance with cardholder dathresholds. (3) Review and understand the terms of the Merchant Agreement. (4) Companyersede the terms of the Merchant Agreement and are provided to ensure the Merchant Member (Acquirer) is the ultimate authority should the Merchant have any problems.	papproved to extend acceptance of Visa products directly to a Merchant. (2). A more is responsible for educating Merchants on pertinent Visa Operating and must provide settlement funds to the Merchant. (5). The Visa Member is 8500 Governors Hill Drive at a security and storage requirements. (2) Maintain fraud and chargeback below Symmes only with Visa Operating Regulations. The responsibilities listed above do not									
Signature (Signature may be evidenced by facsimile) X	Name (please print)									
SECTION 5 PATRIOT ACT AND BACKGROUND AUTHORIZATION										
To help the government fight the funding of terrorism and money laundering activities, the that identifies each person (including business entities) who opens an account. What this date of birth, taxpayer identification number and other information that will allow us to ide undersigned entity(ies) and individuals hereby unconditionally authorize NPC and Members.	e USA Patriot Act requires all financial institutions to obtain, verify and record information s means for you: When you open an account, we will ask for your name, physical address, entify you. We may also ask to see your driver's license or other identifying documents. The per Bank or its agents to (i) investigate the information and references contained herein, 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

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Last Certification Date: Last Certification Paris																						
,		•	,				ver tha	at you	have I	been	the vi	ctim	,		-						onic -	YES ✓ N
Third Party Softw	are Ve	endor:					Versi	on#					Me	rcha	ant data to	which t	his vendor has	access				
requirements of the Assessment Que securing card da Information on the	he PC stionna ta and e PCI I	l DSS. aire ar compl Progra	. Merc nd sca ying v nm is s	chant r in(s), it vith PC set fort	nust v f app CI DS th in S	validate licable, S. You Section	e its co and (are e 35 of	mplia b) is o nrolle	nce wi complia d in the erms a	ith the ant w e PC and C	e PCI ith the I Prog ondition	DSS PCI ram ons	and population and the and the and the	rovi NP e ap e ap	ide NPC w C has crea oplicable fe oplicable fe	ith evide ited the ees will l ees are	ence that Mero PCI Program (be assessed in set forth in Sec	chant (a) the "PCI accorda ction 11.) has s I Prog ance w	successfully or gram") to assi vith the terms	ompleted a st merchar of the PCI	a Self nts in I Program.
In accordance wi receive Premium	th the t	terms *Subje	set ou	it in the	e Mei	rchant l roval.	Proces		Agreer	ment,	funds	s will	be trar	nsfe	erred to/fro	om the a	account as deli	neated.	If noth	ing is checke	d, MERCH	HANT will
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Account #1:	0	1	3	9	8	7	9	0	6	2												
Routing #2:											DA A	ccou	nt type	:	Checking	g Sa	avings					
Account #2:																		,				backs
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Paper Check	w/ Gua	rantee	•					(Check2	21 PC)S Pa	yroll	option	- N	lon-Guarar	ntee: Dis	scount Rate +	1% prem	nium			
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Credit Discount F																						
I represent that I Agreement (¡§AX authorize NPC ar receive and exch subcontractors, a or through the en furnishing the rep of the application AXP or to AXP's NPC servicing pr By accepting the Agreement. I am	P Agreed Amee ange ir ffiliates tity about the standard or the standard Americable to	eemen erican nforma s and cove, of lso au e AXP rd card that th can Ex	t;), ai Expre tion a other p repor thorize progra d acce ie Mer press and ui	nd that ss Tra bout n parties ts abo e AXP am, the eptance chant Card nderst	t all ir livel R livel R livel R livel for a livel to us livel Mer livel may livel for th livel and t	nformat delated resonall my purp e that the se the non- chant was gram was be enro e purch he Eng	ion pro Service y, inclusionse pro ney has eports will be which has polled in ase o dish la	es Couding dermit dermi	d herei ompan by req ted by queste consu ded wi fferent b's stan ds and ge. *Ar	n is t y, Induesti law. d from mer i th the servindard /or se	rue, co c. (¡§ A ng rep I autho m con reporti e AXP cing to Amer ervices	ompl AXP _i orts orize sume ng a Agre erms ican s, or ee of	ete, and in and from c and dier repo gencie eement (e.g. c Expresotherw 0.40%	nd a NPo irectorting s for t and differ ss (vise wise	ccurate. NC's and AX sumer report NPC and g agencies or marketin d materials rent speed Card accepindicating II be applied	leither M (P's age orting ag AXP ar s. Such g and a s welcor ds of pay otance p its inten	Member Bank nents and affiliate encies, and dis did NPC's and A information will dministrative prining it either to y). I understand rogram, and the to be bour by Charge made	or NPC es to veresclose so AXP's ag I include urposes AXP's p d that if the Merch nd, the Me e using a	is a parify the uch infigents as the natification. I under the Menant materials a Card	arty to the AX information to the ind affiliates in ame and add erstand that it is for NPC to inchant does ay terminate ant agrees to I that was iss	P Agreement this application in this application in the personal properties of the personal properties and the AXP A be bound bued outside in this application.	ent. I lication and ne directly, a agency s approval ervices for for the greement. by the AXP le of the
United States, increfers to a charge retail, and travel a	in whi	ich the	Card	is not	pres	ented a	at the p	ooint (of purc	hase	(e.g.	char										

Merchant's Business	Name (Legal):	RINSWANGER	ENTERPRISES I	I C

Merchant's Business N	ame (Legal): BIN	SWANGER	R ENTERPRI	SES	LLC										
ECTION 10 SCHEDULE	OF FEES														
APPLICATION TYPE:	LICATION TYPE: / Tiered^ Interchange*					DISCOUNT	-: Daily CARD OI ✓ Monthly		RD OPT	PTIONS:		Card Only All Cards		l Cards	
BUSINESS TY	YPE ✓ Retail	ırant Mail/Telepho			Order"	Internet**									
SUB BUSINESS TY	PE Retail h	(ey Entered	d" DialF	ay Ca	apture"	MOTO	/CardSwipe**	Large T	icket						
VISA/MASTERCARD/D	DISCOVER Rate	Category	Discount F	Rate	Transa	action Fee	VISA/MAST	ERCARD/	DISCOV	ER Rate	Category	Discount I	Rate	Tran	saction Fee
Base Credit			1.72	%	\$	0.20	Base Debit N (Same as Qualified Cre			Regulat	ed Only⁵	1.72	%	+\$	0.2
//iid-Qualified Exceptio Not Applicable for Retail Key Entered, Mo		ants)	+ 0.99	%	+ \$	0.20	✓ Debit PIN-	Based ⁴	\$	Monthl 0.0	,	Discount I 1.72		Tran \$	0.25
Ion-Qualified Exception	on ²		+ 1.53	%	+\$	0.20	Qualified Rew (Same as Credit/Card I Entered, MOTO, Intern	Mid-Qualified Rate if	left blank) (f	Not Applicable for	Retail Key		%	[e as Visa/MC Discover Isaction Fee
Wireless Quantity Service ³	Setup Fee \$	Monthly F	losting Fee	T + \$	ransacti	on Fee	Internet Services/ Micros ³	Quantity	Setu \$	ıp Fee	Monthly H	osting Fee	Tı + \$	ansac	ction Fee
ransaction fees are cha ate and transaction fee. hterchange, sponsorship	³ Transaction fee	is in addition	on to the app	licab	le Base,	, mid-qualifi	ed, or non-qua	alified transa	action fe						
IERED MERCHANTS ON uch sales volume. ⁵ Reg xempt issuers will fall ur ansactions. "If the Reta IPC's processing fees a	ulated applies to nder the Base Cr ail Key Entered/M	all Base No edit/Card S OTO/Interr	ON PIN debi Swipe rate. If net/DialPay E	t trans a rat Busine	sactions e is ider ess Type	from issue ntified but the is selecte	rs that are not ne Regulated (d, Rewards ca	exempt pur Only box is r rds will be c	rsuant not chec charged	to 12 CFR ked, then discount	Part 235. N this rate ap rates plus 0	ION PIN de plies to all E .11% (0.00°	bit trai lase 1 11) on	nsacti NON I all tra	ons from PIN debit
NTERCHANGE MERCHA nterchange fees, asses:												ORGANIZAT			All fees are related to

International transactions.

SECTION 11 OCCURRENCE FEES	3							
Batch Fee ^{ô(}	\$0.00	/per batch	Chargeback Fee	\$15.00	/each			Charged in the Months of
ACH DBA Change Fee	\$25.00	/each	Service Package	\$0.00 /month Sei		Semi Annual Fee		August and 6
	1 '	/month	Gold Package	\$0.00	/month			months thereafter
Card Brand Usage Fee (NABU) -	\$0.03	/each	Gold Package - Semi	\$0.00	/semi annual	Merchant Training	\$0.00	/once
MasterCard ²	ψ0.00	704011	<u> </u>	• • • •		✓ Welcome Kit	\$0.00	/once
Card Brand Usage Fee (NABU) -	\$0.03	/ l-	✓ MyMerchantData.com	\$0.00	/month	√ PCI Program Fee - Annual ⁴	\$90.00	/annual
Visa ²	\$0.03	reach	✓ Minimum Bill	\$25.00	/month	✓ Paper Statement	\$5.00	/month
Retrieval Request	\$15.00	/each	Group annual		Charged in the	Regulatory and Compliance Fee	\$0.00	/annual
Voice Authorization Fee	\$0.75	/each	Group armual	ψ0.00	Month of August	PCI Program Fee - Monthly ⁴	\$0.00	/month

Return ACH(s) are subject to a \$25.00 fee for each occurrence. The initial term of the Merchant Agreement is 3 years and automatically renews for additional 2-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 6C of the Terms and Conditions. In addition to the EDF, you may also be subject to liquidated damages in accordance with the terms of Section 6C of the Terms and Conditions. If limited by state law, these fees may be modified in accordance with Section 6C of the Terms and Conditions. 2The Card Brand Usage Fee (NABU) includes the MasterCard Network Assessment and Brand Usage Fee, the Visa Acquirer Processing Fee, and the Visa Base II Transaction Fee and applies to Tiered Merchants Only. O'Same a base credit transaction fee if left blank; if base credit transaction fee is left blank, the fee is \$0.30.3 The higher rate indicates the Gold Service Package. The higher rate will apply if you use software in your processing environment or you otherwise qualify as a SAQ C or SAQ D merchant. 5See Section 36 of the Terms and Conditions for additional information.

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 0713) 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 4 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 9. of the Terms and Conditions. By completing Section 9 of this Application and signing below, I agree I have read and understand the American Express OnePoint Terms & Conditions therein.

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 (NPC.CMA.0713)

Signature (Signature may be evidenced by facsimile) Name (please print)

SECTION 12 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 contained in Section 15 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) Name of Guarantor: (Do Not Include Title) Social Security #: Date of Signature: ARTURO CARILLO 999-99-9999

Date

Merchant's Business Name (Legal): BINSWANGER ENTERPRISES LLC SECTION 13 EQUIPMENT SETUP PROVIDER CODE: NPC = NPC to ship equipment SOF = Sales office to ship equipment MER = Merchant Owned PROVIDER PROVIDER PROVIDER TERMINAL PIN PAD OTY PRINTER CODE CODE CODE POS Software or Gateway MER NEW **EXCHANGE** 1 NEW **EXCHANGE** NEW **EXCHANGE** Other: Other: **Provider Code:** Provider Code: Other: Provider Code: SOFTWARE NAME PUBLISHER VERSION FOLIPMENT SOFTWARE INFORMATION USA EPAY USA EPAY ALL THE DEFAULT SELECTION WILL BE APPLIED FOR ANY OPTION NOT SELECTED BELOW **EQUIPMENT OPTIONS** RESTAURANT RETAIL/MOTO **CASH ADVANCE** NO YES Tips Servers YES NO ✓ YES **AVS** YES / NO Auto-Close++ NO LODGING Tables YES NO TIME Last 4-Digits YES / NO NO Bar Tab YES Store N Forward YES / NO YES / NO CVV 2 Suggested Tip YES NO PASSWORD Pre-Dial YES / NO **FAST PAY (FPS)** Purchase Card/Level 2 YES NO Cash Back YES NO ΑII YES ✓ NO Both receipts signature Invoice # Prompt YES NO Debit Cash Back Void YES / NO line Max Amount **PBX Code v** 9 Both receipts NO Return YES / NO signature line YES √ NO Multi-Merchant YES ✓ NO Settlement ++ Auto-Close Time for Alternate Funding NO receipts under First Merchant MID needs to be no later than 7:30 p.m. CST Other \$25.00 Custom Header / Footer: Wireless ID: Comments: Required ONLY if ordered through NPC - Default shipping options (indicated by *) will be applied for any option not **EQUIPMENT SHIPPING INSTRUCTIONS** selected below Over Night ✓ Do Not Ship Merchant Location ISO Location 1-3 Day Ship To: Ground Saturday Priority Other Attn: Payment For Equipment Will Be: Visa MC Lease Check Cash Address: Discover 30 day (Bill Group) Amex City State: Zip: Phone #: Special Instructions: NPC TO REPROGRAM/TRAIN MERCHANT? YES √ NO NPC TO SHIP WELCOME KIT? ✓ YFS NO WELCOME KIT SHIPPING INSTRUCTIONS Required if welcome kit is shipping to separate address from above ✓ Other Attn: KIM LEE ISO Location Ship To: Merchant Location * Address: 965 RIDGELAKE BLVD 300 City: MEMPHIS State: TN Zip: 38120 Phone #: (901) 537-8416 SECTION 14 SITE INSPECTION INFORMATION represent and warrant that the information set forth in the application is true and accurate to the best of my knowledge. In addition, I hereby certify that (check which applies): **Business / Inventory / Shipments:** √ I have physically inspected the business premises of the merchant at this address, personally confirmed the identity of the person listed in the ✓ YES NO Does business appear as represented? Owner/Officer Information Section, and witnessed their signing of the ✓ YES NO Is business open and operating? Agreement

 Organization:
 IMPACT PAYSYSTEM LLC
 Signature:
 Date: 7/24/2014

 NPC.CMA.0713.MAG.T1137
 National Processing Company ("NPC"), a Vantiv company, is a registered ISO/MSP of Fifth Third Bank, Cincinnati, OH
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Industrial Building

Residence

Sales Rep

Fulfillment House:

An NPC approved third party site inspection vendor will supply inspection within 15 days of my signature below or I have informed NPC that a site

I have not physically inspected the business premises of the Merchant; but

Office Building

have verified the validity of the business using outside sources and confirmed the identity of the person listed under the Owner/Officer Information Section.

inspection is needed.

Location Type: ✓ Retail Store Front

Is inventory sufficient for business type?

Goods and services charged to credit card on

If goods are shipped, is a Fulfillment House used?

Trade Show

Are goods and services delivered at the time of sale?

✓ YES

✓ YES

✓ Order

YES

Application

NO

NO

✓ NO

% of shipments by this vendor

Shipment