

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 Re	eprese	ntative	D Nur	mber	(9 dig	git or 1	6 digit cod	de)														
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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 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

Merchant's Bus					NAW	NGER	ENTE	RPRI	SES L	.LC												
Do you (MERCH Terminal					softv	ware a	pplicat	ion/g	ateway	y or	r I	POS	Are		ompliant	with	the Payment C	Card I	ndustry [Data Security	Standards	? YES
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Account #2:																	If a second a		nt, this ac Fees	ccount is use Credits	for: Chargeb	acks
Section 8 CHEC																						
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SECTION 9 AME	RICAN	EXPR	ESS																			
Merchant Name: BINSWA	NGE	RENTE	=RPRI	ISES I	LC				∠Exis Exp				existing	#· 44F	326159	6	Fra	anchi	se CAP	#:		
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Credit Discount F						ansact			0.15					Pre	paid Dis	scoun	t Rate*: 1	1.95	% Prepa	aid Transaction	n Fee: \$0	1.15
I represent that I Agreement (¡§AX authorize NPC ar receive and exchapite and exchapite and exchapite application and the enfurnishing the report the application AXP or to AXP's and NPC servicing properties and the Agreement. I am	P Agreed Americal Americal Page 18 American Page 18 Ameri	eement erican I nforma s and cove, of llso aut e AXP p rd card that th can Ex	t;"), an Expres tion ab other p report thorize progra d acce e Mero press	od that as Travout marties as about AXP m, the ptance chant i Card f	all in vel Role per for an time to us may lead to the may lead	nformate elated rsonall ny purpe that the rchant was gram was be enre	tion proserving Service Servic	ovide ces C uding ermit ve re from provi provi as di AXF f goo	d here ompand by received by received by equested consuited with the consuited by the consu	ein is ny, l que lav ed f ume ith t t se nda d/or	s truinc. (sting v. I a from er repthe Arvicinard A	e, complete, complete, consumer consumer conting action actions merican vices, or consumer co	ete, and N from co and dire r report gencies ement a (e.g. dire Express otherwis	accura PC's and nsument ect NPC ing age for mand and mand ferent se se card as se indic	ate. Neitled AXP's reporting and AXP's encies. So the ting a terials we speeds acceptare ating its	her M s age ng age KP an Such i and ac relcon of pay nce pi inten	lember Bank nonts and affiliate encies, and dis dis NPC's and A nformation will dministrative puning it either to yo.) I understandrogram, and the tion to be boun	or NF es to close XP's inclu urpos AXP I that e Me ad, the	PC is a payverify the such information agents and the nation and the major and the major and the Merchant major an	arty to the AX information formation to the and affiliates ame and add erstand that am for NPC to the to the the archant does ay terminate ant agrees to	P Agreementhis applineir agent, on inform moress of the upon AXP's perform senot qualify the AXP Age be bound by	ent. I ication and e directly, agency approval ervices for for the greement. by the AXP
United States, increfers to a charge retail, and travel a	in wh	ich the	Card	is not	prese	ented a	at the p	ooint	of purc	cha	se (e	e.g. charg										

Merchant's	Business Na	me (Legal): BIN	ISWANGER	RENTE	ERPRI	SES	LLC										
ECTION 10	SCHEDULE (OF FEES															
APPLICATION TYPE: ✓ Tiered^ Interchange⁺				t Rate [¥] sh Adva			DISCOUNT	Daily ✓ Mont	CAI	RD OI	PTIONS:	Debit (Other (Card Only Cards	All	Cards		
Е	USINESS TY	PE / Retail	Restau	rant	Mai	l/Tele	ephone	e Order"	Internet**								
SUB B	USINESS TY	PE Retail	Key Entere	d"	DialPa	ay Ca	apture	" MOTO	/CardSwipe**	Large T	Γicket						
VISA/MAST	ERCARD/D	SCOVER Rate	Category	Disc	count R	Rate	Tran	saction Fee	VISA/MAST	ERCARD/E	DISC	OVER Rate (Category	Discount F	Rate	Trans	saction Fee
Base Credit					1.72	%	\$	0.20	Base Debit N (Same as Qualified Cre				ed Only⁵	1.72	%	+ \$	0.2
	ed Exception etail Key Entered, MO	1 FO, Internet, DialPay Mer	chants)	+	0.99	%	+\$	0.20	✓ Debit PIN-	Based ⁴		Monthly \$ 0.0	,	Discount F 1.72	Rate %	Trans	o.25
Non-Qualifi	ed Exception	1 ²		+	1.53	%	+\$	0.20	Qualified Rew (Same as Credit/Card N Entered, MOTO, Intern	Mid-Qualified Rate if		k) (Not Applicable for	Retail Key		%		as Visa/MC Discover Saction Fee
Wireless Service ³	Quantity	Setup Fee \$	Monthly F	Hosting	g Fee	Tı + \$	ransad	ction Fee	Internet Services/ Micros ³	Quantity	\$ \$	etup Fee	Monthly Ho	osting Fee	Tr + \$	ansac	tion Fee
		ged for all trans Transaction fee															

Interchange, sponsorship, switch and gateway fees, and any miscellaneous fees will also be passed through to Merchant.

TIERED MERCHANTS ONLY Commercial Card transactions that do not meet the requirements to qualify for preferred rates will be assessed an additional fee of 0.50% (0.0050) on such sales volume. 5Regulated applies to all Base NON PIN debit transactions from issuers that are not exempt pursuant to 12 CFR Part 235. NON PIN debit transactions from exempt issuers will fall under the Base Credit/Card Swipe rate. If a rate is identified but the Regulated Only box is not checked, then this rate applies to all Base NON PIN debit transactions. "If the Retail Key Entered/MOTO/Internet/DialPay Business Type is selected, Rewards cards will be charged discount rates plus 0.11% (0.0011) on all transactions. NPC's processing fees and Card Brand interchange fees are included in the discount rate. All other Card Brand fees will be passed through at the then current rate.

INTERCHANGE MERCHANTS ONLY*: CARD ORGANIZATION FEES: Visa, MasterCard and Discover Interchange fees, assessments and other fees will be passed through to Merchant at then current

FLAT RATE MERCHANTS ONLY* CARD ORGANIZATION FEES: All fees are included in discount rate and transaction fee above except fees related to International transactions.

SECTION 11 OCCURRENCE FEES														
Batch Fee ^{O(}	\$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	Semi Annual Fee		August and 6						
On File Fee	\$0.00	/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	, 5 4 5		ļ		✓ Welcome Kit	\$0.00	/once						
Card Brand Usage Fee (NABU) -	\$0.03	/o.o.o.b	✓ MyMerchantData.com	\$0.00	/month	✓ PCI Program Fee - Annual ⁴	\$90.00	/annual						
Visa ²	\$0.03	/eacn	✓ 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	Croup armadi	ψυ.υυ	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. $^{\circ i}$ 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. 4 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) ARTURO CARILLO

Social Security #:

Date of Signature: Page 3 of 4

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 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 **AVS** YES NO Auto-Close++ ✓ YES NO LODGING Tables YES NO TIME Last 4-Digits YES NO NO Bar Tab YES Store N Forward YES NO CVV 2 YES NO 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** 8 9 Both receipts NO Return YFS NO signature line Multi-Merchant YES NO Settlement YES NO ++ 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
 Page 4 of 4

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

Are goods and services delivered at the time of sale?

If goods are shipped, is a Fulfillment House used?

Trade Show

✓ YES

✓ YES

✓ Order

YES

Application

NO

NO

✓ NO

% of shipments by this vendor

Shipment