

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)

I I	or Merchant Association #:									
SECTION 1 BUSINESS INFORMATION Business Legal Name: (Must Match Business Tax Return Name) Contact Name:										
Business Legal Name: (Must Match Business Tax Return Name) Contact Name:										
BINSWANGER ENTERPRISES LLC KIM LEE										
Business Name (DBA): Check here if Corporate Headquarters E-mail address: BINSWANGER GLASS 615 KLEE@BINSWANGERGLASS.COM										
	KLEE@BINSWANGERGLASS.COM Business Billing Address: (if different from location address)									
3525 NORTH FLOOD 965 RIDGELAKE BLVD 300										
City, State, Zip:City, State, Zip:NORMAN, OK, 73069MEMPHIS, TN, 38120	City, State, Zip: MEMPHIS, TN, 38120									
	Phone #: Fax #:									
(405) 329-6616 (901) 537-8416	(901) 537-8333									
SECTION 2 OWNERSHIP INFORMATION	•									
Ownership: Sole Prop. Corporation Partnership v LLC Government (Federal/State/Local)	Tax-Exempt Organization (501C)									
Owner/Officer/Principal Name: Title: DOB: SSN #:	Federal Tax ID#:									
ARTURO CARILLO CEO PRES 6/1/1950 Home Address: City, State, Zip :	45-2494902 Phone #:									
965 RIDGELAKE BLVD 300 MEMPHIS, TN, 38120	(901) 537-8416									
SECTION 3 BUSINESS PROFILE AND ASSUMPTIONS										
Ownership or Legal Entity Change Close NPC Existing MID#: Close Date Existing MID Open Date: Annual Volume 3/1/2006 3/1/2006 \$600,000.00	Average Ticket Highest Ticket (Visa/MC/DS/AX): (Visa/MC/DS/AX): \$170.00 \$1,000.00									
Add'l. Location 1st Location MID#: V Never Accepted Cards Processor Change - How man	y processing statements are you including?									
100 % Card Present 0 % Card Not Present 95 % Card Swipe 5 % Imprint (Manually Keyed) 0 % MOTO 0 % Internet	0 % B2B 0 % of International Cards									
Type of Goods/ REFUND POLICY No Refund ✓ Refund in 30 days or less Mer Services Sold: Automotive Service Shops (Check One): No Refund ✓ Refund in 30 days or less Mer	chandise exchange only Other									
	P OCT NOV DEC									
SECTION 4 IMPORTANT DISCLOSURES Merchant acknowledges receipt of NPC documentation, which includes M										
IMPORTANT MEMBER BANK RESPONSIBILITIES: (1) A Visa Member is the only entity approved to extend acceptance of Visa produ Visa Member must be a principal (signer) to the Merchant Agreement. (3). The Visa Member is responsible for educating Merchants Regulations with which Merchants must comply. (4). The Visa Member is responsible for and must provide settlement funds to the M responsible for all funds held in reserve that are derived from settlement. IMPORTANT MERCHANT RESPONSIBILITIES: (1) Ensure compliance with cardholder data security and storage requirements. (2) Metabolic	on pertinent Visa Operating Bank erchant. (5). The Visa Member is Governors Hill Drive									
thresholds. (3) Review and understand the terms of the Merchant Agreement. (4) Comply with Visa Operating Regulations. The resp supersede the terms of the Merchant Agreement and are provided to ensure the Merchant understands some important obligations Member (Acquirer) is the ultimate authority should the Merchant have any problems.	of each party and that the Visa 45249 (866) 250- 9764									
Signature (Signature may be evidenced by facsimile) X	Date									
SECTION 5 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 institut that identifies each person (including business entities) who opens an account. What this means for you: When you open an account date of birth, taxpayer identification number and other information that will allow us to identify you. We may also ask to see your drive undersigned entity(ies) and individuals hereby unconditionally authorize NPC and Member Bank or its agents to (i) investigate the information additional information about the Merchant and such individual(s) by pulling credit bureau and criminal background chec obtaining reports from consumer reporting agencies on individuals signing below as an owner or general partner of Merchant, or prov 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 Member Bank received a report, NPC and/or Member Bank will give the individual the name and address of the agency that furnished Member Bank received to the terms of service of the Merchant Agreement. By providing your SSN and signing this Application, you, in the service of the Merchant Agreement.	, we will ask for your name, physical address, or's license or other identifying documents. The ormation and references contained herein, ks on the Merchant and its principals, including iding their Social Security Number on the nk will tell such individual and, if NPC and/or d it) and (ii) update such information									

authorize NPC and Member Bank to obtain your consumer credit report. NPC.CMA.0713.MAG.T1137 National Processing Company ("NPC"), a Vantiv company, is a registered ISO/MSP of Fifth Third Bank, Cincinnati, OH Page 1 of 4

Do you (MERCHA Terminal			ORMATION															
Terminal													Data Security Standards? YES					
If yes, identify Security Assessor and certificate number: Have you been notified by Visa, MasterCard or Discover that you have been the victim of If yes, have you completed remediation?												cation Date:						
Have you been no a compromise of		-			Discov NO	er that y	ou have	been t	If yes, have you complete Do you store cardholder			NO NO Electronic - YES ✔ NC						
Third Party Softwa	are Ve	ndor:				Version a	£			Merchant data to which this vendor has access:								
Does software store cardholder information? Yes No Is vendor software											ompliant?	Yes 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 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 in the PCI Program is set forth in Section 35 of the Terms and Conditions and the applicable fees are set forth in Section 11.												uccessfully completed a Self ram") to assist merchants in						
SECTION 7 MERCHANT BANK ACCOUNT INFORMATION PLEASE SUPPLY VOIDED PREPRINTED CHECK OR BANK LETTER FOR EACH ACCOUNT REQUESTED																		
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. *Subject to special approval. 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.																		
Deposit Time Fran			mium ACH			ate Fund	0		eposit Type:		Batch							
Any ACCOUNT N Sales.	IUMBE	R indic	ated must	t be a	valid ad	ccount nu	mber fo	r hand	lling ACH dep	oosits and withdrawals. I	f more than one	e account is in	dicated, account #1 will be used for					
Routing #1:	0	6	4 0	0	0	0 1	7	DI	DA Account t	ype: y Checking Sa	avings							
Account #1:	0	1	39	8	7	9 0	6	2										
Routing #2:								DI	DA Account t	ype: Checking Sa	avings							
Account #2:											If a second a Discount	ccount, this ac Fees	count is used for: Credits Chargebacks					
Section 8 CHECK	(/ ACH	SERVI	CES															
conditions for Che Bank is not provid	eck pro ing the nonth	ducts a Check may be	ACH Ser	e as st vices. after 6	ated in Merch monthe ly per a	the Mero ant must s of inact account.	hant Pr be appr	ocessii oved b	ng Agreemer	nt or as provided by Cheets service provider, GETI	ck services pro , or by other se	vider, GETI, or rvice provider. ium of .10% (t	be bound by, the terms and r other service provider. Member .++ Check Recovery: An inactivity en basis points) will be charged in					
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Guarantee	sion w/						Check	21 PO	S - Non-Gua		0.00	0.00						
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and will be billed by American Express. NPC.CMA.0713.MAG.T1137 National Processing Company ("NPC"), a Vantiv company, is a registered ISO/MSP of Fifth Third Bank, Cincinnati, OH Page 2 of 4 Merchant's Business Name (Legal): BINSWANGER ENTERPRISES LLC

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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 acknowledges and agrees 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 may rely on the information contained in this Application, without further investigation, for all 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, warrantes, or covenants of the independent sales representatives. Merchant acknowledges and agrees that the Merchant Agreement in all 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, 1 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 in accordance with 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 may be evidenced by facsimile) X SECTION 12 UNLIMI		,					,			0				0	0	
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Authorized Signature of Guarantor: (Do Not Include Title) Name of Guarantor: (Do Not Include Title) Social Security #: Date of Signature:	U	101. (DO N	or include	nue)					וסטו	INOL INCIUCIE	nue)	50	ual Securit	.y #.	טן	ate of Signature:
NPC.CMA.0713.MAG.T1137 National Processing Company ("NPC"), a Vantiv company, is a registered ISO/MSP of Fifth Third Bank, Cincinnati, OH Page 3 of 4	Page 3 of 4															

Merchant's Business Name (Legal): BINSWANGER ENTERPRISES LLC

SECTION 13 EQUIPMENT SETU	DE: NPC =	NPC to	ship equipment	SOF =	Sales office t	o ship e	quipm	ent MER = M	erchant (Owned				
TERMINAL		QTY	PROVIDER CODE	Р	RINTER		PROVIDER CODE			PIN PAI	D			VIDER ODE
POS Software or Gatev	1	MER								NEW	EXCHAN	ЭΕ		
											NEW	EXCHAN	ΞE	
											NEW			
Other:	Pi	rovider Code:	Other:			Pro	ovider Code:	Othe	er:			Provi	der Code	:
EQUIPMENT SOFTWARE INFORMATION	SOFTV USA E	VARE NAME	•		PUBLISI USA EP				VER	SION		•		
EQUIPMENT OPTIONS	UUAL		THE DEFAU	LT SELECTION			FOR ANY OPTIC			ELOW				
RETAIL/MOTO									STAURANT					
									Tips Servers	YES YES	NO NO			
AVS	YES	NO		Auto-	Close++	✓ YES	NO		Tables	YES	NO	LODGING		
Last 4-Digits	YES	NO		<u>.</u>					Bar Tab	YES	NO			
CVV 2	YES	NO			Forward	YES	NO	Suge	jested Tip	YES		PASSWORD		
Purchase Card/Level 2	YES	NO			Pre-Dial	YES	NO		ST PAY (FPS)					
Invoice # Prompt	YES	NO			ish Back	YES	NO		Both recei		ature	All	YES	NO
					sh Back	<u>0</u>		line				Void	YES	NO
PBX Code	8	9		IVIAX	Amount			-:	Both recei	pts NO		Return	YES	NO
Multi-Merchant	YES	NO	++ A	uto-Close Time	e for Alterna	ate Fundi	na	signa	ture line NO receip	ts under	-	Settlement	YES	NO
First Merchant MID				ds to be no late				\$25.0				Other		
Custom Header / Footer:								Wirel	ess ID:					
								Com	nents:					
			Doguirod (d through		efault shipping	ontion	a (indicated	by *) w	ill ho	applied for a	ny ontio	n not
EQUIPMENT SHIPPING INSTRU	ICTIONS		selected be		u unougn	NFC - D	elault shipping	j option	5 (indicated	by)₩	iii be	applied for a	ny opuo	nnot
Ship To:	p Merch	ant Loca Other	ition * ISO Lo	ocation	^{1-3 Day} F	Over N	Vight	Grour	d Sat	urday				
Attn:						Other			Payment Fo	r Fauinn	nent W	/ill Be [.]		
									Lease	Che			∕isa	MC
Address:									Discover	Ame	ex	30 day (Bill C	iroup)	
City:	Sta			Phone #:			Special Inst	ructions	:					
NPC TO REPROGRAM/TRAIN			YES ✓ NO											
NPC TO SHIP WELCOME KIT		-	10											
WELCOME KIT SHIPPING INST Ship To: Merchant Location		O Location	✓ Other				Attn: KIM		come kit is st	nipping t	o sepa	arate address	from abo	ve
Address: 965 RIDGELAKE BI			• Other				Aut. Kilvi	LEE						
City: MEMPHIS					State	e: TN	Zip: 3812	20	F	hone #:	: (90 ⁻	1) 537-8416		
SECTION 14 SITE INSPECTION							•					,		
I represent and warrant that the inf							-		eby certify tha	t (check v	which a	applies):		
I have physically inspected							tory / Shipments							
address, personally confirmed Owner/Officer Information Sec					Does business appear as represented?						✓ YES	5 N	J	
Owner/Officer Information Section, and witnessed their signing of the Agreement.						Is business open and operating?					✓ YES	5 N	0	
An NPC approved third part	v site ins	pection vend	or will supply	inspection	Is inventory sufficient for business type?						V YES	5 N)	
within 15 days of my signature		•		•	Are goods and services delivered at the time of sale?						✓ YES NO			
inspection is needed.					Goods and services charged to credit card on						✔ Ord	er Sł	ipment	
I have not physically inspec					If goods	are ship	ped, is a Fulfilln	nent Ho	use used?		YES 🖌 NO			
have verified the validity of the the identity of the person listed					If goods are shipped, is a Fulfillment House used? Fulfillment House:						% of shipments by this vend			or
Location Type: ✓ Retail Store		Office Build			Justrial Buil		Trade Show							
Sales	TUIL		Sales Rep		uouidi Dulli	ung	HAVE SHOW		Applicatio	n				
Organization: IMPACT PAYS	YSTEM L	LC	Signature:						Date: 7/2					

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