

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 Associate: 458 Chain: 730 Bank # or Merchant Association #: Associate: 458 Chain: 730 Business INFORMATION Business Legal Name: (Must Match Business Tax Return Name) BINSWANGER ENTERPRISES LLC Contact Name: KIM LEE Business Name (DBA): BINSWANGER GLASS 502 Check here if Corporate Headquarters E-mail address: KLEE@BINSWANGERGLASS.COM Website: KLEE@BINSWANGERGLASS.COM Business Location Address: 4059 BROAD RIVE RD Check here if Corporate Headquarters E-mail address: KLEE@BINSWANGERGLASS.COM Website: KLEE@BINSWANGERGLASS.COM City, State, Zip: COLUMBIA, SC, 29210 City, State, Zip: COLUMBIA, SC, 29210 City, State, Zip: Check here if Corporate Headquarters Fax #:													
SECTION 1 BUSINESS INFORMATION Business Legal Name: (Must Match Business Tax Return Name) Contact Name: KIM LEE BUSINESS Name (DBA): Check here if Corporate Headquarters BUSINESS Name (DBA): Check here if Corporate Headquarters BUSINESS Name (DBA): Check here if Corporate Headquarters BUSINESS LOCATION KLEE@BINSWANGERGLASS.COM Business Location Address: Business Billing Address: (if different from location address) 4059 BROAD RIVE RD 965 RIDGELAKE BLVD 300 City, State, Zip: City, State, Zip: COLUMBIA, SC, 29210 MEMPHIS, TN, 38120													
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: Website: BINSWANGER GLASS 502 KLEE@BINSWANGERGLASS.COM Website: KLEE@BINSWANGERGLASS.COM Business Location Address: Business Billing Address: (if different from location address) 965 RIDGELAKE BLVD 300 City, State, Zip: City, State, Zip: City, State, Zip: COLUMBIA, SC, 29210 MEMPHIS, TN, 38120													
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COLUMBIA, SC, 29210 MEMPHIS, TN, 38120													
(803) 798-8781 (901) 537-8416 (901) 537-8333													
SECTION 2 OWNERSHIP INFORMATION													
Ownership: Sole Prop. Corporation Partnership	IC)												
Owner/Officer/Principal Name: Title: DOB: SSN #: Federal Tax ID#:													
ARTURO CARILLO CEO PRES 6/1/1950 45-2494902 Home Address: City, State, Zip : 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 Average Ticket Highes 3/1/2006 3/1/2006 \$600,000.00 \$170.00 \$1,00	C/DS/AX):												
Add'l. Location 1st Location MID#: V Never Accepted Cards Processor Change - How many 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 Interna	ional Cards												
Type of Goods/ REFUND POLICY Services Sold: Automotive Service Shops REFUND POLICY (Check One): No Refund v Refund in 30 days or less Merchandise exchange only Other													
Seasonal Sales: Yes / No Active Months: JAN FEB MAR APR MAY JUN JUL AUG SEP OCT NOV DEC													
SECTION 4 IMPORTANT DISCLOSURES Merchant acknowledges receipt of NPC documentation, which includes Merchant Processing Agreement Ve													
IMPORTANT MEMBER BANK RESPONSIBILITIES: (1) A Visa Member is the only entity approved to extend acceptance of Visa products directly to a Merchant. (2). A Visa Member must be a principal (signer) to the Merchant Agreement. (3). The Visa Member is responsible for educating Merchants on pertinent Visa Operating Fifth Thir Regulations with which Merchants must comply. (4). The Visa Member is responsible for and must provide settlement funds to the Merchant. (5). The Visa Member is responsible for and must provide settlement funds to the Merchant. (5). The Visa Member is responsible for and must provide settlement funds to the Merchant. (5). The Visa Member is responsible for and must provide settlement funds to the Merchant. (5). The Visa Member is responsible for and must provide settlement funds to the Merchant. (5). The Visa Member is responsible for and must provide settlement funds to the Merchant. (5). The Visa Member is responsible for and must provide settlement funds to the Merchant. (5). The Visa Member is responsible for and must provide settlement funds to the Merchant. (5). The Visa Member is responsible for and must provide settlement funds to the Merchant. (5). The Visa Member is responsible for and must provide settlement funds to the Merchant. (6). The Visa Member is responsible for and must provide settlement funds to the Merchant. (6). The Visa Member is responsible for and must provide settlement funds to the Merchant. (6). The Visa Member is responsible for and must provide settlement funds to the Merchant. (6). The Visa Member is responset for and must provide settlement funds to the Merchant.													
IMPORTANT MERCHANT RESPONSIBILITIES: (1) Ensure compliance with cardholder data security and storage requirements. (2) Maintain fraud and chargeback below thresholds. (3) Review and understand the terms of the Merchant Agreement. (4) Comply with Visa 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 authority should the Merchant have any problems.	Township, OH 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 institutions to obtain, verify and record 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, physic 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 doc undersigned entity(ies) and individuals hereby unconditionally authorize NPC and Member Bank or its agents to (i) investigate the information and references container 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 princip obtaining reports from consumer reporting agencies on individuals signing below as an owner or general partner of Merchant, or providing their Social Security Numbe Application (if such individual asks NPC or Member Bank will give the individual the name and address of the agency that furnished it) and (ii) update such informatio periodically throughout the terms of service of the Merchant Agreement. By providing your SSN and signing this Application, you, in your individual capacity, uncondition	al address, uments.The herein, als, including r on the PC and/or n												

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

SECTION 6 COMPLIANCE INFORMATION																	
Do you (MERCHANT) have a 🗸 3rd party software application/gateway or POS Are you compliant with the Payment Card Industry Data Security Standards? YES NO																	
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? YES NO																	
a compromise of cardholder data? YES NO											Do you store cardhold			NO	Electronic -	YES	NO
Third Party Softwa	Third Party Software Vendor: Version #											this vendor has	access:				
Does software store cardholder information? Yes No Is											Is vendor software PC	Cl compliant?	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 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.													nram				
Information on the PCI Program is set forth in Section 35 of the Terms and Conditions and the applicable fees are set forth in Section 11.																	
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.												у					
Deposit Time Fran			nium ACH			ate Fun				posit Type:		By Batch					
	UMBE	R indica	ated must	be a	valid a	ccount r	numb	er for	handl	ing ACH de	posits and withdrawals	. If more than on	e account is ir	ndicated	d, account #1 v	vill be us	sed for
Sales.									_								
Routing #1:	#1: 0 6 4 0 0 0 0 1 7 DDA Account type: , Checking Savings																
Account #1:	0	1	39	8	7	9	0	6	2								
Routing #2:	: DDA Account type: Checking Savings																
Account #2:	count #2:																
Section 8 CHECK		SEDVIC	200									Discount	Fees	Ciec	ins charg	ebacks	
				nina N	/erchai	nt Proce	essin	a Aare	emen	t Merchant	agrees to accept Che	ck Services pursu	ant to and to	be hou	ind by the term	ns and	
conditions for Che	ck pro	ducts ad	ceptance	as st	tated in	the Me	rchai	nt Pro	cessin	na Aareemer	nt or as provided by C	heck services pro	vider GETL o	or other	service provide	er Men	nber
Bank is not provid	ing the	Check/	ACH Ser	vices.	Merch	ant mus	st be	appro	ved b	y NPC and i	ts service provider, GE tee checks \$10,000 ar	ETI, or by other se	rvice provider	: ++ Cł	neck Recovery:	An ina	activity
Fee of \$5.00 per r addition to the dise	nonth r	nay be	charged a	after 6	month	s of ina	ctivity	y. +++	For N	Non-Guaran	tee checks \$10,000 ar	nd greater: A prem	ium of .10% (ten bas	sis points) will b	e char	ged in
Check Se		ale. "	Discount		Trans	action ee				Check Se	ervice	Discount Rate	Transaction Fee		Other Check2	21 Fees	
Check Convers	sion w/				•		С	heck2	1 POS	S - Guarante	e			Check	k21 Return Fee	^**:	
Guarantee							С	heck2	1 POS	S - Non-Gua	rantee ***	0.00	0.00	\$ 5.00			
Check Convers	sion w/	0					С	heck2	1 Ren	note - Guara	intee	0.00	0.00	Month	nly Check21 Ac	cess Fe	e^**:
Guarantee							-		-		Guarantee ***	0.00	0.00	\$ 5.00)		
Paper Check w	/ Guar	antee									ion - <i>Guarantee</i> : Disc ion - <i>Non-Guarantee</i> :						
# of Checks Mont	hly: Av	erage A	mount:		gest Cl	heck		Mont	thly Se	ervice Fee ^**	Batch Fee:	Monthly Minimum ^{^**} :\$25.0	Annual	Fee ^{^**} :\$	\$59.95 Termina Fee ^{^**} :\$		
Monthly Billing		C	heck Rec			ə ++						Wiiminium .\$25.0	0		гее .ş	123.00	
SECTION 9 AME	RICAN	EXPRES	SS														
Merchant Name: BINSWA	NGER	ENTER	RPRISES	LLC				, Exist Expre		nerican Exi Acc	sting count #: 4391664893	Fr	anchise CAP	#:			
Authorization Tran (NPC charge for a			authorizat	tion at	tempts)\$025	Ave	g. Tick	ket: \$	\$170.00	Annual AMEX Charg	ge Volume \$ 9000	0 A	MEX F	Flat Fee+ (ESA	ONLY)	\$7.95
Credit Discount R			9 % Cre			, :		.15		1	Prepaid Disc	ount Rate*:	.95 % Prepa	aid Trar	nsaction Fee: S	\$ 0.15	
I represent that I h	ave re	ad and	am autho	rized	to sign	and sub	omit t	his ap	plicati	ion for the al	bove Merchant which a		d by the Ame	rican E	xpress® Card A	Accepta	nce
											, and accurate. Neithe and NPC's and AXP's a						n and
authorize NPC and American Express Travel Related Services Company, Inc. (i§ AXPi [*]) and NPC's and AXP's agents and affiliates to verify the information in this application and receive and exchange information about me personally, including by requesting reports from consumer reporting agencies, and disclose such information to their agent,																	
											d direct NPC and AXP						
											eporting agencies. Suncies for marketing and						
											nent and materials wel						
											g. different speeds of						
											press Card acceptanc						
											erwise indicating its in 40% will be applied on						
											% downgrade will be						
	in whic	ch the C	ard is not	prese	ented a	t the po	int of	f purch	nase (e.g. charges	by mail, telephone, fa						
-	•		•	• •							ATING IN THE AMERIC			GRAM.			
											can Express ESA pro						
MOTO/Internet/He	ome ba	ased bu	sinesses.	Amer	rican Ex	kpress s	servi	ces wi	ill be p	provided to N	lerchant and funded b	y independent thir	d party servic	e provi	ders not by NP		
Bank. Neither NP	C nor M	Nember	Bank ma	ikes a	ny wari	ranty wi	th res	spect	to the	se services.	Additional fees may a	apply if Merchant is	s enrolled in the	he Ame	erican Express	ESA pro	ogram

Bank. Neither NPC nor Member Bank makes any warranty with respect to these services. Additional tees may apply it Merchant is enrolled in the 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

Appel_LCAN TYPE: Instruction Test matrix	SECTION 10 SCHEDULE OF FEI	-5														
BUSINES TYPE Feature Number Office Terrer Number of Terrer Numer Number of Terrer Num	APPLICATION TYPE:			9	DISCOUNT	•		CA	RD OP	TIONS:			Cards			
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Services S S + 5 Services S + 5 Transaction lesse enclosed for all transaction files. Transaction f	Wireless Quantity Set	up Fee	Monthly H	Hosting F	ee 1	Transacti	on Fee	Internet		Quantity	Se	tup Fee	Monthly H	osting Fee	Tra	ansaction Fee
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Sector The Retail Key Enterd/MOTOInternet/Dallary Business Type is selected, Rowards cards will be charged discount rates plus 0.11% (0.0011) on all transactions. NPCS's processing fees and Card Team Interchange fees are included in the discourt rate. NITERCHANGE MERCHANTS ONLY" CARD ORGANIZATION FEES: Visa. MasterCard and Discourt Internet and fees will be passed through to the the discourt rate. Interchang fees, assessments and other fees will be passed through to Merchant at then current rate. Internet and fees will be passed through to Merchant at then current rate. GeTION 11 OCCURRENCE FEES Service Package \$0.00 Inomth Service Package \$0.00 Morths of Acgust and 6 on the the second team of the discourt rate and team of the discourt rate at an other fees will be passed through to Merchant 2 and team of the discourt rate at an other fees will be passed through to Market Card? Service Package \$0.00 Inomth Charged in the the discourt rate of the discourt rate at the current rate. Charged in the there will be phased card? Card Brand Usage Fee (NABU) \$0.03 Inomth Y elefore in the discourt rate. Y elefore in the there will be charged in the fraged team in an out of the market discourt rate splus to a \$25.00 Inonch Y elefore in the discourt rate. Year Site of the second card rate of the market discourt rate splus to a \$25.00 Inonch Y elefore in the discourt rate splus to a \$25.00 Inon the an at the																
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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 hagreement shall not be altered by any prior, contemporaneous or subsequent oral representations. 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) X 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 the Continuing Unlimited 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 provisions therein.																
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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																

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

SECTION 13 EQUIPMENT SETU	JP		PI	ROVIDER COD	DE: NPC =	NPC to	ship equipment	SOF =	Sales office t	o ship e	quipm	ent MER = M	erchant (Owned
TERMINAL		QTY	PROVIDER CODE	PRINTER			PROVIDER CODE		PIN PAD)		VIDER ODE
POS Software or Gatev	vay	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	PUBLISI USA EP				VER	SION		•						
EQUIPMENT OPTIONS	USA E		THE DEFAU	LT SELECTION			FOR ANY OPTIC			ELOW				
RETAIL/MOTO					STAURANT			CASH ADV	ANCE					
									Tips Servers		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		ofoult chinning	ontion	a (indicated	by *) w	ill ho	applied for a	ny ontio	n not
EQUIPMENT SHIPPING INSTRUCTIONS Required <u>ONLY</u> if ordered through NPC - Default shipping options (indicated by *) will be applied for any option not selected below														
Ship To:														
Attn:			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					Business / Inventory / Shipments:									
address, personally confirmed Owner/Officer Information Sec					Does bu	isiness a	ppear as repres	sented?	ted? YES			5 N	J	
Agreement.	Is busin	ess oper	n and operating?	?			✓ YES	5 N	0					
An NPC approved third part	pection vend	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?						V YES	5 N)				
inspection is needed.		Goods and services charged to credit card on						✔ Ord	er Sł	Shipment				
I have not physically inspec	If goods	are ship	ped, is a Fulfilln	nent Ho	use used?		YE	S ⊮ N	10					
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 ve			or				
Location Type: ✓ Retail Store		Office Build	Justrial Buil		Trade Show				,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,			~ 1		
Sales	TUIL		Sales Rep	idence Inc	Application									
Organization: IMPACT PAYS	YSTEM L	LC	Signature:		Date: 7/24/2014									

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