

## 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 Represe   | ntative ID  | Numbe  | er (9 dig  | it or 16   | <u>digit cod</u>   | le)   |   |  |  |  |   |  |   |  |   |   |   |   |   |   |  |
|---|---|--|--|--|--|---|---|--|--|--|---|--|---|--|---|---|---|---|---|---|--|
| T 1 1   | 3 7   | R  | 0  | 0 0  | 1  |   |   |  |  | Associ   | ate: 458  | Chain:                                       |   | Bank #   | or Merc                                   | chant A                                   | ssociat                                 | ion #:  |   |   |  |
| SECTION 1 B   | USINESS   | INFOR  | MATION   | 1  |  |   |   |  |  |  |   |  |   |  |   |   |   |   |   |   |  |
| Business Lega<br>BINSWANGE  |   |  |  |  | s Tax Re   | turn Name   | e)  |  |  | Contact<br>KIM LE                                |   |  |   |  |   |   |   |   |   |   |  |
| Business Nam<br>BINSWANG  | s E-mail address: Website: KLEE@BINSWANGERGLASS.COM   |  |  |  |  |   |   |  |  |  |   |  |   |  |   |   |   |   |   |   |  |
| Business Location Address:<br>1009 WEST FIFTH   |   |  |  |  |  |   |   |  |  |  | Business Billing Address: (if different from location address) 965 RIDGELAKE BLVD 300 |  |   |  |   |   |   |   |   |   |  |
| City, State, Zip:<br>AMARILLO, TX, 79101  |   |  |  |  |  |   |   |  |  |  | City, State, Zip:<br>MEMPHIS, TN, 38120   |  |   |  |   |   |   |   |   |   |  |
| Phone #:<br>(806) 372-55  | 511   |  |  |  |  | Fax #:  |   |  |  | Phone (901)                                      | #:<br>537-8416  |  |   |  |   |   | ax #:<br>(901) 5                        | 37-833  | 3   |   |  |
| SECTION 2 O   |   | IIP INFO   | RMATI  | ON   |  |   |   |  |  |  |   |  |   |  |   |   | ,                                       |   |   |   |  |
| Ownership:  |   | ole Pro  |  |  | poration   | Par   | tnership  | ✓ LL   | .C (   | Governn  | nent (Fede  | ral/State                                    | e/Local)  |  | Ta  | ax-Exe                                    | mpt Org                                 | anizati   | on (5010                                  | C)  |  |
| Owner/Officer   |   | Name:  |  |  |  |   | Title:  | PRES   |  |  | DOB:<br>6/1/1950  |  | SSN#  |  |   |   | Federa                                  |   | D#:                                       |   |  |
| Home Address  |   |  |  |  |  |   | OLO   |  | City, Sta  |  | 5/1/1500  |  | 1   |  |   |   | Phone                                   |   |   |   |  |
| 965 RIDGELA   | AKE BLV   | D 300  |  |  |  |   |   |  | MEMPH  | IIS, TN,   | 38120   |  |   |  |   |   | (901) 5                                 | 537-84  | 16  |   |  |
| SECTION 3 B   | USINESS   | PROFI  | LE AND   |  |  |   |   |  |  |  |   |  |   |  |   |   |   |   |   |   |  |
| Ownership   | or Legal I  | Entity C   | hange  | (  | Close NP   | C Existing  | MID#:   | Close [  | Date Exis  | ting MIE   | 3/1/2006  |  | (Visa/  | al Volume<br>MC/DS/A<br>0,000.00                     | AX):                                      |   | ge Ticket<br>MC/DS/A<br>.00             | X):   | Highest T<br>(Visa/MC<br>\$1,000.         | /DS/AX):  |  |
| ✓ Add'l. Locat  | tion 1st  | Locatio  | n MID#   | :  |  |   |   | ✓ Never  | Accepted   | d Cards  | Prod  | cessor C                                     | change -  | How ma   | any proce                                 | ssing sta                                 | atements                                | are you   | including                                 | ?   |  |
| 100 % Card P  | resent  | 0 %  | Card N<br>Prese  | -  | 95 % C   | ard Swipe   | , 5   | % Imprin   | t (Manua<br>Keye   |  | 0 % MOT   | 0  | 0 % In  | ternet   |   | 0 % I                                     | B2B 0                                   | % of I  | nternatio                                 | onal Cards  |  |
| Type of Goods<br>Services Sold<br>Elsewhere C   | : Spec  |  | de Con   | ıtracto  | rs (Not  |   | REFUN<br>(Check   | D POLICY<br>One):  | No R   | efund 🗸  | Refund i  | n 30 day                                     | ys or les   | s Me   | erchandi                                  | ise exc                                   | hange o                                 | only  | Other _                                   |   |  |
| Seasonal Sale   | es: Ye  | s / N  | lo A   | Active   | Months:  | JAN   | FEB   | MAR  | APR  | MAY  | JUN   | JUL  | AUG   | g s  | EP (                                      | OCT                                       | NOV                                     | DI  | EC  |   |  |
| SECTION 4   | MPORTA  | NT DISC  | CLOSUF   | RES  |  | Mei   | rchant a  | cknowledg  | es receip  | t of NPC   | documer   | tation, v                                    | which in  | cludes l   | Merchan                                   | nt Proce                                  | essing A                                | Agreem  | ent Ver.                                  | GEN.0713  |  |
| IMPORTANT I Visa Member Regulations w responsible fo IMPORTANT I thresholds. (3 supersede the Member (Acqui | MEMBER<br>must be a<br>rith which<br>or all fund:<br>MERCHAI<br>) Review<br>terms of<br>uirer) is the | BANK a princi<br>Merch<br>s held i<br>NT RES<br>and un<br>f the Me<br>ne ultim | RESPOI<br>pal (signants mun<br>n reserv<br>PONSIE<br>derstant<br>erchant<br>ate autl | NSIBIL ner) to ust con ve that BILITIE id the t Agree hority s | the Merc<br>nply. (4).<br>are deriv<br>S: (1) En<br>terms of the<br>ment and<br>should the | ) A Visa M<br>hant Agre<br>The Visa I<br>ed from se<br>sure comp<br>he Mercha | Member i<br>ement.<br>Member<br>ettlemen<br>pliance v<br>ant Agreded to e | s the only<br>(3). The Vi<br>is respons<br>it.<br>with cardho<br>ement. (4)<br>nsure the I | entity ap<br>isa Meml<br>sible for a<br>older data<br>) Comply<br>Merchant | proved to ber is re and muse a securite with Vis | so extend a<br>sponsible<br>t provide s<br>y and stor<br>sa Operatii<br>tands som     | acceptar<br>for educ<br>settleme<br>age requ | nce of Vicating Ment funds<br>uirement<br>lations.<br>tant obli | isa proderchants<br>to the I<br>ts. (2) I<br>The res | lucts dires on per<br>Merchar<br>Maintain | ectly to<br>tinent '<br>nt. (5).<br>fraud | a Merc<br>Visa Op<br>The Vis<br>and cha | chant.<br>perating<br>sa Men<br>argebac<br>ove do | (2). A<br>I<br>nber is<br>ck below<br>not | MEMBER BANK: Fifth Third Bank 8500 Governors Hill Drive |  |
| X   | jiiature M  | iay be e   | viueric  | eu by i  | acsimile)  |   |   |  |  |  | ivaine  | (piease                                      | pririt)   |  |   |   |   |   |   | Date  |  |
| SECTION 5 P   | PATRIOT   | ACT AN   | D BAC  | KGROL  | JND AUTH   | IORIZATIO   | ON  |  |  |  |   |  |   |  |   |   |   |   |   | 1   |  |
| To help the go  |   |  |  |  |  |   |   | ering activi   | ties, the  | USA Pa   | triot Act re  | quires a                                     | ll finan  | cial inst  | itutions                                  | to obta                                   | in, verif                               | y and r   | ecord in                                  | formation   |  |

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

| Merchant's Bus  |  |  |  |  |   | NGER   | ENTE   | RPRI   | SES LI   | LC  |   |   |  |   |   |   |  |  |
|---|--|--|--|--|---|--|--|--|--|---|---|---|--|---|---|---|--|--|
| Do you (MERCH<br>Terminal   |  |  |  |  |   | ware a   | pplicat  | ion/g  | ateway   | or POS  | Are you complian  | nt with   | the Payment C  | Card Industry I   | Data Security   | Standards   | ? YES  |  |
| If yes, identify Se   | ecurity  | Asses  | sor ar   | nd certi   | ificate   | e numb   | er:  |  |  |   | [o  |   | Last Certifi   | cation Date:  |   |   |  |  |
| Have you been r   | notified   | hy Vis   | a Ma   | sterCa   | ard or  | r Disco  | ver tha  | at vou   | have h   | heen the victim of  | If yes, have you co   | mnlete  | ed remediation   | ? YES   | NO  |   |  |  |
| a compromise of   |  | -  |  | YES  |   | NO   | VOI 1110   | it you   | navo i   | occir and vicaim of   | Do you store cardh  | •   |  |   | NO Electro  | onic -  | YES N  |  |
| Third Party Softv   | vare V   | endor:   |  |  |   |  | Versi  | on #   |  |   | Merchant data to w  |   |  |   |   |   |  |  |
| Does software s   | ore ca   | rdhold   | er info  | rmatio   | n?  | Yes  | No   |  |  |   | Is vendor software  | PCI co  | ompliant?  | Yes No  |   |   |  |  |
| requirements of<br>Assessment Que<br>securing card da<br>Information on th  | the PC<br>estionn<br>ta and<br>ie PCI  | aire ar<br>compl<br>Progra                       | . Merc<br>nd sca<br>ying v<br>am is s  | chant n<br>n(s), if<br>vith PC<br>set fort   | nust v<br>f app<br>CI DS<br>th in S                                     | validate<br>licable<br>S. You<br>Section   | e its co<br>, and (<br>are e<br>35 of  | mplia<br>b) is o<br>nrolle   | ance wi<br>complia<br>d in the<br>erms a         | ith the PCI DSS a<br>ant with the PCI D<br>e PCI Program ar<br>and Conditions ar  | DSS"). Merchant is not provide NPC with SS. NPC has create at the applicable fee at the applicable fee  | n evide<br>ed the<br>es will b<br>es are s              | ence that Merce<br>PCI Program (to<br>be assessed in<br>set forth in Sec   | chant (a) has s<br>the "PCI Prog<br>accordance v<br>tion 11.  | successfully co<br>gram") to assis<br>vith the terms  | ompleted a<br>t merchar<br>of the PCI   | a Self<br>nts in<br>I Program  |  |
| In accordance w<br>receive Premium<br>Service Provider  | ith the<br>ACH.  | terms<br>*Subje                                  | set ou   | it in the<br>specia  | e Mei   | rchant<br>roval.   | Proce  | ssing<br>an be   | Agreer   | ment, funds will be   | e transferred to/from<br>ving entities: Member  | n the a   | ccount as delir  | neated. If noth   | ing is checked  | , MERCH   | IANT will  |  |
| Deposit Time Fra  |  |  |  | n ACH  |   |  | ate Fu   | ındin  | <b>1</b> *                                       | Deposit Type:   | ✓ Combined  | Bv E  | Batch  |   |   |   |  |  |
|   |  | ER ind   | licated  | d must   | be a  |  |  |  |  |   | eposits and withdraw  |   |  | e account is ir   | ndicated, acco  | unt #1 will   | be used for  |  |
| Routing #1:   | #1: 0 6 4 0 0 0 0 1 7 DDA Account type: , Checking Savings   |  |  |  |   |  |  |  |  |   |   |   |  |   |   |   |  |  |
| Account #1:   | 1  | 3  | 9  | 8  | 7   | 9  | 0  | 6  | 2  |   |   |   |  |   |   |   |  |  |
| Routing #2:   |  |  |  |  |   |  |  |  |  | DDA Account   | type: Checking  | Sa  | avings   |   |   |   |  |  |
| Account #2:   |  |  |  |  |   |  |  |  |  | •   |   |   | If a second a<br>Discount  | ccount, this ad<br>Fees   | ccount is used<br>Credits   | for:<br>Chargeb   | oacks  |  |
| Section 8 CHEC  |  |  |  |  | N   | 11   | -4 D   |  | A  | Manahan   |   | 2hl-  | Ci   |   | ha harrad br  | the attenues  |  |  |
| conditions for Ch<br>Bank is not provi  | eck proding the month  | oducts<br>e Ched<br>may b                        | acce <sub>l</sub><br>ck/AC<br>e cha  | ptance<br>H Serv<br>rged a   | as s<br>ices.   | tated ir<br>. Merch<br>3 month   | n the N<br>nant m<br>ns of ir  | lerch<br>ust b<br>activ  | ant Pro<br>e appro                               | ocessing Agreeme<br>oved by NPC and   | t agrees to accept 0<br>ent or as provided by<br>its service provider,<br>ntee checks \$10,000  | Chec<br>GETI  | k services pro<br>or by other se   | vider, GETI, o<br>rvice provider  | or other service<br>r. ++ Check Re  | e provider.<br>ecovery: /   | . Member<br>An inactivit   |  |
| Check S   |  |  |  | scount   |   | Trans  | saction  | _  |  | Check S   | Service   |   | Discount Rate  | Transaction<br>Fee  | Other   | Check21   | Fees   |  |
| Check Conve   | rsion w  | //   |  |  |   | ·  |  |  |  | 21 POS - Guarant<br>21 POS - Non-Gu   |   |   | 0.00   | Check21 Res   | Return Fee**:   |   |  |  |
| Check Conve   | rsion w  | //O  |  |  |   |  |  |  |  | 21 Remote - Guar  |   |   |  |   | Monthly Che   | ck21 Acce   | ess Fee^**·  |  |
| Guarantee   |  | ., 0   |  |  |   |  |  |  | Check2   | 21 Remote - Non-  | Guarantee ***   |   | 0.00   | 0.00  | \$ 5.00   |   |  |  |
| Paper Check   | w/ Gua   | arantee  | •  |  |   |  |  |  |  |   | ition - <i>Guarantee</i> : Di<br>ition - <i>Non-Guarante</i>  |   | •  |   |   |   |  |  |
| # of Checks Mor   | ithly: A   | verage   | e Amo  | ount:  |   | rgest C<br>nount:  | heck   | - J  | Mon  | thly Service Fee  | Batch Fee:  |   | onthly<br>nimum^**:\$25.0  | Appual Foo *** . \$50.05 Termination  |   |   |  |  |
| Monthly Billing   |  |  |  | k Reco   | overy   | Servic   | e **   |  |  |   |   |   |  |   |   |   |  |  |
| SECTION 9 AME   | RICAN  | I EXPR   | ESS  |  |   |  |  | ı  | Cviet  | tina American I Cu  | iatina  |   |  |   |   |   |  |  |
| Merchant<br>Name: BINSW   | ANGE   | R ENTI   | ERPR   | RISES I  | LLC   |  |  |  | Expr   | ting American Ex  | count #: 242480672  | 27  | Fr   | anchise CAP   | #:  |   |  |  |
| Authorization Tra<br>(NPC charge for  |  |  |  | norizati   | ion a   | ttempts  | s) \$ 0.   | 25 A   | vg. Tic  | ket: \$ \$170.00  | Annual AMEX Ch  | arge \  | olume \$ 9000  | 00 A  | MEX Flat Fee  | + (ESA C  | NLY) \$7.9   |  |
| Credit Discount I   |  |  |  |  |   | ansact   |  |  | 0.15   |   | Prepaid Di  | iscoun  | t Rate*:   | 1.95 % Prepa  | aid Transaction   | r Fee: \$ (   | 0.15   |  |
| Agreement (¡§AX authorize NPC al receive and exch subcontractors, a or through the en furnishing the rep of the application AXP or to AXP's | (P Agre<br>ange in<br>affiliate:<br>atity aboort. I a<br>for the<br>standa   | eemen erican nforma s and cove, of also au e AXP | ti <sup>"</sup> ), and<br>Exprestion a<br>other per<br>report<br>thorized<br>prograd | nd that<br>ess Tra<br>bout moarties<br>ts abo<br>e AXP<br>am, the<br>eptance   | t all ir<br>vel R<br>ne pe<br>for a<br>ut me<br>to us<br>e Mer<br>e pro | nformation of the control of the con | tion pr<br>Servicy, incl<br>pose p<br>hey ha<br>eports<br>will be<br>which h | ovide<br>es Cuding<br>ermit<br>ermit<br>ve re<br>from<br>provinas di | d herei ompan by req ted by queste consu ded wit | n is true, complet y, Inc. (¡§ AXP¡") uesting reports fro law. I authorize al of from consumer mer reporting age the AXP Agree servicing terms (€ | above Merchant whice, and accurate. Nei and NPC's and AXP om consumer reporting direct NPC and A reporting agencies. Incies for marketing ment and materials verses. Gard accepta spress Card accepta | ther M 's age ing age XP an Such i and ac welcor of pay | ember Bank nonts and affiliate encies, and dis dis NPC's and Anformation will distribute puring it either to (). I understance | or NPC is a pages to verify the close such into XP's agents a include the narroses. I und AXP's prograft that if the Me | arty to the AXF information in formation to the and affiliates to ame and addr lerstand that u am for NPC to erchant does n | Agreementh this apple on this apple of agent, or inform mess of the pon AXP's perform so ot qualify | ent. I lication and ne directly, agency s approval ervices for for the |  |
| By accepting the<br>Agreement. I am<br>United States, in-   | Amerion able to cluding in who is a contract to the contract and the contr | can Ex<br>read<br>, effectich the                | press<br>and u<br>tive O<br>Card   | Card finderstand | for th<br>and t<br>2010<br>pres   | e purch<br>he Eng<br>3, Ame<br>ented a   | nase c<br>plish la<br>rican l<br>at the p                                    | f goo<br>ngua<br>Expre<br>point                                      | ds and<br>ge. *An<br>ss Prep<br>of purc          | /or services, or ot<br>n Inbound fee of 0<br>paid CardsA 0.3<br>hase (e.g. charge   | herwise indicating its<br>40% will be applied<br>0% downgrade will be<br>s by mail, telephone   | s inten<br>on an<br>be cha                              | tion to be bour<br>y Charge made<br>rged by AXP fo   | nd, the Mercha<br>e using a Card<br>or a Card Not   | ant agrees to be<br>d that was issu<br>Present ("CNI  | e bound be<br>led outside<br>") transac   | by the AXP<br>e of the<br>ction. CNP                                   |  |

| Merchant's Business Name (Lega   | ıl): BINS   | SWANGER  | R ENTE  | RPRIS  | SES I   | LLC   |  |   |   |   |  |  |   |   |  |   |
|--|---|--|---|--|---|---|--|---|---|---|--|--|---|---|--|---|
| SECTION 10 SCHEDULE OF FEES  |   |  |   |  |   |   |  |   |   |   |  |  |   |   |  |   |
| APPLICATION TYPE: / Tie  |   | Rate <sup>*</sup><br>h Adva  | nce   |  | DISCOUNT  | Г:  | Daily<br>✓ Mont  | CARD C  | OPT   | IONS:   | Card Only<br>Cards                       | •  |   |   |  |   |
|  | Retail  | Restau   |   |  |   |   | Order"   | Intern  |   |   |  |  |   |   |  |   |
|  |   | ey Entere  |   | DialPa   | _   | •   |  | )/CardS   |   | Large Ticke   |  |  |   |   |  |   |
| VISA/MASTERCARD/DISCOVER   | R Rate  | Category   | Discount Rate Trans   |  |   |   | saction Fee  |   |   | TERCARD/DISC  | _  | ER Rate  | Category  | Discount  | Rate   | Transaction Fee   |
| Base Credit  | ,   | 1.72   | %   | \$   | 0.20 Base Debit NON PIN-Based 3 (Same as Qualified Credit Rate if left blank) Regulated Only <sup>5</sup> |   |  |   |   |   |  | 1.72   |   | +\$ 0.2   |  |   |
| Mid-Qualified Exception 1 (Not Applicable for Retail Key Entered, MOTO, Internet, Di.  | + (   | 0.99   | %   | +\$  | 0.20  |   |  |   |   |   |  |  | Rate %  | Transaction Fee<br>\$ 0.25  |  |   |
| Non-Qualified Exception <sup>2</sup>   | +   | 1.53   | %   | +\$  | 0.20  | Qualified Rewards (Same as Credit/Card Mid-Qualified Rate if left blank) (Not Applicable for Retail Key Entered, MOTO, Internet, DialPay Merchants) |  |   |   |   |  |  | %   | Same as Visa/M0<br>Discover<br>Transaction Fee                        |  |   |
| Wireless Service <sup>3</sup> Quantity Setup \$  | ***************************************                     |  |   |  |   | Transaction Fee Internet Services/ Services/ Micros³ Setup Fee Monthly Hostin   |  |   |   |   |  |  | osting Fee  | Tra   | nsaction Fee   |   |
| Transaction fees are charged for a   | ll transa   | ction auth   | orizatio  | n atten  | npts.   | 1Add  | ed to base o   |   |   | rate and transac  | ctior                                    | n fee. <sup>2</sup> Ad   | ded to appli  | cable mid o   | qualified  | credit discount   |
| rate and transaction fee. <sup>3</sup> Transact<br>Interchange, sponsorship,switch ar  | ion fee<br>nd gate  | is in addition   | on to the   | e appli<br>misce                                     | icabl<br>ellane   | e Base<br>eous fe   | e, mid-qualif<br>ees will also   | ied, or l   | non-qua   | alified transaction<br>rough to Mercha  | on fe<br>ant.                            | ee, regard   | dless of tran   | saction qua   | alification  | n. ⁴Debit Network   |
| TIERED MERCHANTS ONLY Com  |   |  |   |  |   |   |  |   |   |   |  |  |   |   |  |   |
| such sales volume. <sup>5</sup> Regulated app  |   |  |   |  |   |   |  |   |   |   |  |  |   |   |  |   |
| exempt issuers will fall under the B<br>transactions. "If the Retail Key Ent   |   |  |   |  |   |   |  | _   |   | •   |  |  |   | •   |  |   |
| NPC's processing fees and Card B   |   |  |   |  |   |   |  |   |   |   |  |  |   |   |  |   |
| INTERCHANGE MERCHANTS ONL<br>Interchange fees, assessments an<br>rate.   |   |  |   |  |   |   |  |   |   | FLAT RATE MER<br>included in disconnectional tra  | our                                      | nt rate and  |   |   |  | ES: All fees are fees related to  |
| SECTION 11 OCCURRENCE FEES   | 3   |  |   |  |   |   |  |   |   | international tra   | عوالد                                    | actions.   |   |   |  |   |
| Batch Fee <sup>ô</sup> (   | \$0.00  | /per batch   | n l   | Charo  | iehad   | ck Fee  |  |   | \$15.00   | /each   | T  |  |   |   |  | Charged in the  |
| ACH DBA Change Fee   | ACH DBA Change Fee \$25.00 /each                            |  |   |  |   | Packa   |  |   | \$5.95  | /month  |  | Semi Annual Fee \$4  |   |   |  | Months of<br>August and 6   |
| On File Fee  | /month  | •  | Go  | ld Pa  | ackage  | )   |  | \$11.95   | /month  |   |  |  |   |   | months<br>thereafter                                   |   |
| Card Brand Usage Fee (NABU) - MasterCard <sup>2</sup>  |   | Go   | ld Pa   | ackage   | e - Semi  |   | \$68.80  | /semi annual  |   | Merchant Training  ✓ Welcome Kit  |  |  | \$0.00<br>\$0.00  | /once   |  |   |
| Card Brand Usage Fee (NABU) -  |   |  |   | ✓ MyMerchan  |   |   | ata.com  |   | \$0.00  | /month  | _  |  | gram Fee -  | Annual <sup>4</sup>   | \$165.00   |   |
| Visa <sup>2</sup>  | \$0.03  | /each  |   | ✓ Minimum Bill                                       |   |   |  |   | \$25.00   | /month  | _  |  | Statement   |   | \$5.00   | /month  |
| Retrieval Request  | \$15.00   | /each  |   |  |   |   |  |   | -   |   | -  | Regulatory and Compliance  |   |   | \$0.00   | /annual   |
| Voice Authorization Fee \$0.75 /each   |   |  |   | Gro  | oup a   | annual  |  |   | \$99.00   | Charged in the Month of Augu  | ıst                                      | ee   |   | NA H-1-4  | -  |   |
| Return ACH(s) are subject to a \$25.00 fee for each of   |   |  |   | noo 17   | The i   | nitial t  | orm of the N   | 1arahan   | + A araa  |   |  |  | ogram Fee -   | ,   | \$7.50   | /month  |
| Neturi ACRIS) are subject to a pro-<br>this Agreement is terminated prior<br>Section 6C of the Terms and Cond<br>Conditions. If limited by state law,<br>MasterCard Network Assessment<br>base credit transaction fee if left bl<br>you use software in your processir | to the editions. In these feathers and Brain and Brain and; | expiration of<br>In addition<br>ees may be<br>and Usage<br>pase credit | of the in<br>to the form<br>modification<br>Fee, the<br>transaction | itial ter<br>EDF, y<br>ed in a<br>e Visa<br>ction fe | rm or<br>rou m<br>accor<br>a Acc<br>ee is   | r any ronay also<br>dance<br>quirer l<br>left bla   | enewal term<br>so be subject<br>with Section<br>Processing lank, the fee | i, you w<br>t to liqu<br>n 6C of<br>Fee, an<br>is \$0.3 | vill be su<br>uidated<br>the Te<br>ad the V<br>30. 3The | ubject to an Ear<br>damages in acco<br>rms and Conditi<br>isa Base II Tran<br>higher rate indic | rly E<br>corda<br>tiona<br>isac<br>icate | Deconvers<br>ance with<br>s. <sup>2</sup> The Ca<br>ction Fee a<br>es the Go | sion Fee ("E<br>the terms o<br>ard Brand U<br>and applies<br>Id Service P | DF") in acc<br>f Section 6<br>sage Fee (<br>to Tiered M<br>ackage. ⁴T | ordance<br>C of the<br>NABU) i<br>lerchant<br>he highe | with the terms of<br>Terms and<br>noludes the<br>s Only. <sup>of</sup> Same a<br>er rate will apply i |
| Merchant agrees to and accepts the   | ne terms  | s and cond   | litions s   | et forth   | n in t  | his Ap  | plication and  | the Te  | erms an   | nd Conditions wh  | hich                                     | are inco   | rporated he   | rein by refe  | erence (   | GEN 0713) as if   |
| fully set forth herein (collectively, the changes have been made to the p  | ne "Mer<br>vinted to  | chant Agre   | eement"<br>Merchar  | ") and<br>of Agre                                    | ackr  | nowled  | lges receipt<br>I that the na  | of all parties ma                                       | arts of t   | he Merchant Ag  | gree<br>a c                              | ment. Me<br>opy or ele   | rchant ackno  | owledges t<br>stored imag   | nat no ha  | andwritten<br>Merchant  |
| Agreement for all legal purposes. I  |   |  |   |  |   |   |  |   |   |   |  |  |   |   |  |   |
| provided herein is true, correct and   |   |  |   |  |   |   |  |   |   |   |  |  |   |   |  |   |
| purposes. Merchant acknowledges any third party provider or indepen  |   |  |   |  |   |   |  |   |   |   |  |  |   |   |  |   |
| Merchant Agreement, and it has no  |   |  |   |  |   |   |  |   |   | •   |  |  |   | •   |  |   |
| acknowledges and agrees that the   | Mercha  | ant Agreer   | nent sh   | all not  | be a  | altered   | by any prio  | r, conte  | emporar   | neous or subseq   | quer                                     | nt oral rep  | resentations  | made by   | any part   | y. Merchant   |
| further authorizes the release of M<br>signing below, I agree I have read  |   |  |   |  |   |   |  |   |   |   | ı C                                      | onditions.   | By complet  | ing Section   | 9 of this  | s Application and   |
| IN WITNESS WHEREOF Merchar   |   |  |   |  |   |   |  |   |   |   | effec                                    | ctive in ac  | cordance wi   | th the term   | s of the   | Terms and   |
| Conditions . The Agreement shall   |   |  |   |  |   |   |  |   |   |   |  |  |   |   |  |   |
| MERCHANT (NPC.CMA.0713) Signature (Signature may be evide  | nood b  | v faccimila  |   |  |   |   | Nama (nla  | aco pri   | nt\   |   |  |  |   |   | Doto   |   |
| X  |   | Name (ple  | Date  |  |   |   |  |   |   |   |  |  |   |   |  |   |

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:

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 PRINTER PIN PAD OTY 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:
 8/6/2014

 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