

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												
Business Legal Name: (Must Match Business Tax Return Name) BINSWANGER ENTERPRISES LLC	Contact Name: KIM LEE											
Business Name (DBA): Check here if Corporate Headquarters BINSWANGER GLASS 609	E-mail address: Website: KLEE@BINSWANGERGLASS.COM											
Business Location Address: 3914 NORTH ROCKWELL AVE	Business Billing Address: (if different from location address) 965 RIDGELAKE BLVD 300											
City, State, Zip: BETHANY, OK, 73008	City, State, Zip: MEMPHIS, TN, 38120											
Phone #: Fax #: (405) 789-3545	Phone #: Fax #: (901) 537-8416 (901) 537-8333											
SECTION 2 OWNERSHIP INFORMATION	(901) 337-0410											
	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 45-2494902											
965 RIDGELAKE BLVD 300 MEMPI	Ate, Zip : Phone #: HIS, TN, 38120 (901) 537-8416											
SECTION 3 BUSINESS PROFILE AND ASSUMPTIONS												
Ownership or Legal Entity Change Close NPC Existing MID#: Close Date Existing MID#: Close Date Existing MID#: Close Date Existration of the Control of the C	sting MID Open Date: Annual Volume Average Ticket Highest Ticket 3/1/2006 (Visa/MC/DS/AX): (Visa/MC/DS/AX): (Visa/MC/DS/AX): (Visa/MC/DS/AX): \$600,000.00 \$170.00 \$1,000.00											
v Add'l. Location 1st Location MID#: v Never Accepte	d Cards Processor Change - How many processing statements are you including?											
100 % Card Present 0 % Card Not Present 95 % Card Swipe 5 % Imprint (Manua Keye												
Type of Goods/ Services Sold: Special Trade Contractors (Not Elsewhere Classified) REFUND POLICY (Check One):	Refund 🗸 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 recei	pt of NPC documentation, which includes Merchant Processing Agreement Ver.GEN.0713											
IMPORTANT MEMBER BANK RESPONSIBILITIES: (1) A Visa Member is the only entity approached by Visa Member must be a principal (signer) to the Merchant Agreement. (3). The Visa Mem 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 dath thresholds. (3) Review and understand the terms of the Merchant Agreement. (4) Comply supersede 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.	poproved to extend acceptance of Visa products directly to a Merchant. (2). A suber is responsible for educating Merchants on pertinent Visa Operating and must provide settlement funds to the Merchant. (5). The Visa Member is 8500 Governors as security and storage requirements. (2) Maintain fraud and chargeback below y with Visa Operating Regulations. The responsibilities listed above do not at understands some important obligations of each party and that the Visa (866) 250-9764											
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	USA Patriot Act requires all financial institutions to obtain, verify and record information											

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 LL	.C												
Do you (MERCH Terminal						ware a	pplicat	ion/ga	ateway	or POS		Are NO	you compli	ant with	the Payment (Card Ind	dustry	Data S	ecurity Stand	dards?	YES	
If yes, identify Se	ecurity i	Asses	sor an	ıd cert	ificate	e numb	er:								Last Certif	ication	Date:					
Have you been notified by Visa, MasterCard or Discover that you have been the victim of a compromise of cardholder data? YES NO												-	•	ed remediation data? Paper		YES ÆS	NO NO	Electronic -	Y	ES N		
Third Party Softw			· · · · · · · · · · · · · · · · · · ·												his vendor has			110	Liouronio	·		
Does software st	ore car	rdhold	er info	rmatio	on?	Yes	No				l	s ven	dor softwar	e PCI c	ompliant?	Yes	No					
All merchants murequirements of Assessment Quesecuring card da Information on the	the PC estionnate ta and le PCI	l DSS. aire ar compl Progra	. Merc nd sca ying v nm is s	chant r in(s), i vith PO set fort	nust v f app CI DS th in S	validate licable, S. You Section	e its co , and (are e 35 of	omplia b) is o nrolle	ance wit complia d in the erms a	th the PCI E ant with the I PCI Progra nd Condition	SS and PCI DSS am and ns and	l prov S. NP the a the a	ide NPC w C has crea pplicable fe pplicable fe	th evide ted the es will be es are	ence that Mero PCI Program (be assessed in set forth in Sec	chant (a the "PC accord ction 11	a) has s CI Prog dance v	success gram") with the	sfully comple to assist me terms of the	eted a s rchants PCI I	Self s in Program.	
In accordance wi receive Premium Service Provider	th the t	terms *Subje	set ou	it in the	e Mei	rchant l	Proces	ssing an be	Agreen	nent, funds	will be t	ransf	erred to/fro	m the a	ECK OR BANI account as deli ak, NPC or any	neated.	. If noth	ning is o	checked, ME	RCHA	NT will	
Deposit Time Fra	ame:	✓ Pr	emiun	n ACH		Altern	ate Fu			Deposit			combined		Batch							
Any ACCOUNT I Sales.	NUMBI	ER ind	icated	l must	be a	valid a	ccoun	t num	ber for	handling A	CH dep	osits a	and withdra	wals. I	f more than on	ie accoi	unt is ir	ndicate	d, account #	1 will b	e used fo	
Routing #1:	0	6	4	0	0	0	0	1	7	DDA Acc	count ty	pe:	√ Checking	g Sa	avings							
Account #1:	1	3	9	8	7	9	0	6	2													
Routing #2:					•					DDA Acc	count ty	pe:	Checking	g Sa	avings							
Account #2:										•					If a second a Discount		, this a ees	ccount Cred		argeba	cks	
Section 8 CHEC																						
If Check Services conditions for Ch Bank is not provid Fee of \$5.00 per	eck pro ding the month	oducts e Ched may b	accer ck/AC e cha	otance H Sen rged a	e as s vices. after 6	tated ir Merch month	n the N nant m ns of ir	lerchaust be activi	ant Pro e appro	cessing Agr	eement	or as	s provided by	y Che	ck services pro	ovider, (ervice p	GETI, c	or other	service provineck Recove	vider. M ery: Ar	Member inactivity	
addition to the dis		rate. ^		se ree scount		Trans	accour saction ee	_		Cł	neck Sei	rvice			Discount Rate	3	action		Other Che	ck21 Fe	ees	
Check Conver	rsion w	/					-			1 POS - Gu					0.00		.00	Chec \$ 5.00	k21 Return F	ee^**:		
Check Conver	rsion w	/o							Check2	1 Remote -	Guarar	ntee			0.00	0	.00	Month	nly Check21	Acces	s Fee^**:	
Guarantee			+					_		1 Remote - 1 POS Pavi				Discour	nt Rate + 3% p			\$ 5.00)			
Paper Check	w/ Gua	rantee	;				d I.		Check2	1 POS Payı	roll option	on - Λ	lon-Guarar	tee: Dis	scount Rate +	1% prei	mium		l T			
# of Checks Mon					Am	rgest C nount:			Mont	thly Service	Fee ***	Batch	Fee:		onthly nimum^**:\$25.0	00	∖nnual	Fee ^{^**} :	Termination Fee ^{^**} :\$59.95			
Monthly Billing SECTION 9 AME				k Reco	overy	Servic	e **															
Merchant	RICAN	EAFN	LJJ					1	, Exist	ing America	n Exis	ting			E,	ranchise	o CAB	#.				
Name: BINSWA Authorization Tra	ansactio	on Fee)					A	Expre	ess ket: \$ \$170.			t: 1351285		/olume \$ 9000				Flat Fee ⁺ (E	SA ON	II Y) \$7 9	
(NPC charge for Credit Discount F						ttempts ansact		20		1011 \$ \$111 01		<u> </u>	Prepaid						nsaction Fee			
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 pri By accepting the Agreement. I am United States, inc	have re TP Agreed Americand American	ead and eemen berican information of and cove, of lso auder AXP and card that the can Expended of the effect of th	id am ti), ai Expre tion a other p repor thorize progra d acce e Mer press and ui tive O	authornd that ss Tra bout no parties ts about a AXP am, the eptance chant Card nderst ctober	rized t all ir avel R ne per for a put mer to use e Mer e pro may for the r 2013	to sign nformat lelated brsonall in purpe that the rechant of gram where purched by the Enga, Ame	and stion procession of Service y, included the pose procession of t	ubmit ovide ces Co uding ermit ave re from provi provi nas di n AXF f goo nguaç Expre	this ap d hereir ompany by requ ted by I quested consur ded wit fferent so's stand ds and/ ge. *An ss Prep	n is true, cory, Inc. (i§ A) uesting repora aw. I author d from cons mer reportin h the AXP A servicing ter dor services, Inbound fer baid Cards.	mplete, XP ₁ ") ar orts from rize and umer re g agend Agreemo rms (e.can Exp or othe e of 0.40 .A 0.30°	and and NP of constant of the constant are constant are constant are constant of the constant of the constant of the constant are constant of the constant of	Merchant whaccurate. Now sand Ax so the Property of the Proper	nich agreither M (P's age rting ag AXP ar s. Such g and ar s welcor ls of pay tance p its inten d on an I be cha	ees to be bour fember Bank nents and affiliate encies, and dis information wild dministrative pring it either to y). I understand rogram, and thion to be bour by Charge mad arged by AXP f	nd by the control of	ie Ame C is a particular is a particular in agents are the nas. I uncompared the Mechant m Merchant are Card Not	erican E arty to be e information and affiname arderstand amfor Nerchant agreed that we remain agreed that we Preser	xpress® Cai the AXP Agration in this on to their ag- liates to info address of that upon a NPC to perfordoes not au ninate the Ai- ees to be bo as issued o at ("CNP") tra	rd Acce eemen applica gent, gent, rm me f the a AXP's a rm ser alify fo XP Agr und by utside o ansacti	eptance it. I ation and directly, gency approval vices for ir the eement. the AXP of the on. CNP	
refers to a charge											narges	by ma	aii, telephor	ne, tax c	or the Internet).	. These	charge	es appl	y to industrie	es: rest	aurant,	

Merchant's Business Name (Lega	ıl): BINS	SWANGER	R ENTE	RPRIS	SES I	LLC												
SECTION 10 SCHEDULE OF FEES																		
APPLICATION TYPE: / Tie	ered [^] erchang	ge⁺		Rate [*] h Adva	nce		DISCOUNT	Г:	Daily ✓ Mont	CARD C	OPT	IONS:	Card Only All Cards 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			NON PIN-Based edit Rate if left blank)	13		ted Only ⁵	1.72		+\$ 0.2				
Mid-Qualified Exception 1 (Not Applicable for Retail Key Entered, MOTO, Internet, Di	+ (0.99	%	+\$	0.20	v Del	bit PIN-	-Based ⁴	\$		ly Fee 00	Discount 1.72		Transaction Fee \$ 0.25				
Non-Qualified Exception ²	+	1.53	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 Discover Transaction Fee						
Wireless Service ³ Quantity Setup \$	711101000					ansac	tion Fee	Se	ernet ervices/ cros ³	Quantity \$	Setı	up Fee	Monthly H	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. ² Ad	ded to appli	cable mid o	qualified	credit discount		
rate and transaction fee. ³ Transact Interchange, sponsorship,switch ar	ion fee nd gate	is in addition	on to the	e appli misce	icabl ellane	e Base eous fe	e, mid-qualif ees will also	ied, or l	non-qua	alified transaction rough to Mercha	on fe ant.	ee, regard	dless of tran	saction qua	alification	n. ⁴Debit Network		
TIERED MERCHANTS ONLY Com																		
such sales volume. ⁵ Regulated app																		
exempt issuers will fall under the B transactions. "If the Retail Key Ent								_		•				•				
NPC's processing fees and Card B																		
INTERCHANGE MERCHANTS ONL Interchange fees, assessments an rate.										FLAT RATE MER 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 ^ô (Fee ^{o(} \$0.00 /per batch Chargeback Fee								\$15.00	/each	T				Charged in the			
ACH DBA Change Fee	\$25.00	<u> </u>	-			Packa			\$5.95	/month		Semi Annual Fee \$			\$45.00	Months of August and 6		
On File Fee	\$0.00	/month	•	Go	Gold Package				\$11.95	95 /month					months thereafter			
Card Brand Usage Fee (NABU) - MasterCard ²	\$0.03	/each		Go	ld Pa	ackage	e - Semi		\$68.80	/semi annual		Merchant Training ✓ Welcome Kit			\$0.00 \$0.00	/once		
Card Brand Usage Fee (NABU) -				✓ MyMerchantDa			ata.com		\$0.00	/month	_				\$165.00			
Visa ²	\$0.03	/each		✓ Minimum Bill					\$25.00	/month				\$5.00	/month			
Retrieval Request	\$15.00	/each							-		-	Regula	tory and Co	\$0.00	/annual			
Voice Authorization Fee	Authorization Fee \$0.75 /each								\$99.00	Charged in the Month of Augu	ıst	Fee PCI Program Fee - Monthly ⁴			-			
	CH(s) are subject to a \$25.00 fee for each occurrence. ¹The initial term							1arahan	+ A araa				<u> </u>	\$7.50	/month			
Neturi ACRIS) are subject to a pro- this Agreement is terminated prior Section 6C of the Terms and Cond Conditions. If limited by state law, MasterCard Network Assessment base credit transaction fee if left bl you use software in your processir	to the editions. In these feathers and Brain and Brain and;	expiration of In addition ees may be and Usage pase credit	of the in to the formation modification fee, the transaction	itial ter EDF, y ed in a e Visa ction fe	rm or rou m accor a Acc ee is	r any ronay also dance quirer l left bla	enewal term so be subject with Section Processing lank, the fee	i, you w t to liqu n 6C of Fee, an is \$0.3	vill be su uidated the Te ad the V 30. 3The	ubject to an Ear damages in acco rms and Conditi isa Base II Tran higher rate indic	rly E corda tiona isac icate	Deconvers ance with s. ² The Ca ction Fee a es the Go	sion Fee ("E the terms o ard Brand U and applies Id Service P	DF") in acc f Section 6 sage Fee (to Tiered M ackage. ⁴T	ordance C of the NABU) i lerchant he highe	with the terms of Terms and noludes the s Only. ^{of} Same a 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 vinted to	chant Agre	eement" Merchar	") and of Agre	ackr	nowled	lges receipt I that the na	of all parties ma	arts of t	he Merchant Ag	gree a c	ment. Me opy or ele	rchant ackno	owledges t stored imag	nat no ha	andwritten 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 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)	nood b	v faccimila					Nama (nla	aco pri	nt\						Doto	Date		
Signature (Signature may be evidenced by facsimile) X								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:

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 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 **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 NO CVV 2 YES 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 Is inventory sufficient for business type? ✓ YES NO

 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:

Are goods and services delivered at the time of sale?

If goods are shipped, is a Fulfillment House used?

Trade Show

Goods and services charged to credit card on

✓ YES

✓ Order

YES

Application

NO

✓ NO

% of shipments by this vendor

Shipment

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