

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 R	epresei	ntative	ID Νι	ımbe	r (9 dig	it or 1	<u>6 d</u> igit cod	de)															
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	ss Lega VANGE						ss Tax Re	turn Name	e)		(Contact KIM LE	: Name: EE										
	Business Name (DBA): Check here if Corporate Headquarters BINSWANGER GLASS 100																						
Busines 4019 I	ss Loca BRETT		ddres	s:							l		s Billing /				from lo	cation	addre	ss)			
City, St):	TX.	7841	1							City, Sta	ate, Zip: PHIS, TN,										
Phone :		,			-			Fax #:				Phone								ax #: (901) 5	37-83	33	
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Owners				Prop			poration	Par	tnership	v Ll	.C (Governr	nent (Fed	eral/St	ate/L	ocal)		Tax	-Exen	npt Or	ganiza	tion (501	C)
Owner/ ARTUR	Officer/								Title:	PRES			DOB: 6/1/1950			SSN #:					al Tax I	,	
Home A	Address	s:	VD 2	200					CLO	FILO	City, Stat	te, Zip :								Phone		116	
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	ership o							C Existing	MID#:	Close I	Date Exis	ting MII	D: Open E 3/1/200			Annual Vo (Visa/MC) \$600,00	/DS/AX):			ge Ticke MC/DS//		Highest (Visa/MC) \$1,000	C/DS/AX):
✓ Add'	l. Locat	tion 1	st Lo	cation	n MID#	ė:				✓ Never	Accepted	l Cards	Pro	ocessor	r Cha	ange - Ho	w many	process	sing sta	itement	s are yo	u including	 ?
100 % (Card Pi	resent		0 %	Card N Prese		95 % C	ard Swipe	5	% Imprin	t (Manua Keye		0 % MC	то	(0 % Inter	net		0 % E	32B	0 % of	Internation	onal Cards
Type of Service Elsewh	s Sold:	Spe		Trac	le Cor	ıtracto	ors (Not		REFUN (Check	D POLICY One):	No R	efund v	' Refund	in 30 c	days	or less	Mercl	nandis	e excl	hange	only	Other _	
Season	al Sale	s: `	⁄es	V N	0	Active	Months:	JAN	FEB	MAR	APR	MAY	′ JUN	JL	JL	AUG	SEP	0	СТ	NO\	/ [DEC	
SECTION	ON 4 II	MPORT	ANT	DISC	LOSUI	RES		Mei	rchant a	cknowledg	es receip	t of NP	C docume	ntation	ı, wh	ich inclu	des Mei	rchant	Proce	essing	Agreer	nent Ver	.GEN.0713
IMPOR Visa Me Regula respons IMPOR thresho superse Membe	ettant in ember of tions we sible for extant in light section of the extant in the extended of the extant in the e	MEMBE must be ith whith r all fur MERCH) Revie terms uirer) is	e a p ch Me nds h ANT w an of th	NK F rincip ercha eld in RESF d und e Me ultima	RESPO al (sig ants ma reser PONSII derstar rchant ate aut	NSIBIL ner) to ust cor ve that BILITIE nd the Agree hority	o the Merc mply. (4). t are deriv ES: (1) En terms of t ement and should the) A Visa M thant Agre The Visa I red from se Isure comp he Mercha I are provide Merchan	flember i ement. Member ettlemen oliance v ant Agreded to ei	s the only (3). The V is respon t. vith cardho ement. (4 nsure the	entity ap lisa Memb sible for a older data) Comply Merchant	proved per is re and mus a securii with Vis	to extend esponsible st provide ty and sto sa Opera stands so	accept for ed settlen orage re ting Re me imp	tance lucat ment equir egula orta	e of Visa ing Mercl funds to ements. tions. The nt obligat	producinants on the Merican (2) Mai erespo	ts direc n perti rchant. intain f nsibilit	ctly to nent \ . (5). raud a ies list	a Mer /isa O _l The Vi and cha	chant. peratin isa Me argeba ove do	(2). A g mber is ack below	MEMBER BANK: Fifth Third Bank 8500 Governors Hill Drive Symmes Township, OH 45249 (866) 250- 9764
Signatu X	ıre (Sig	nature	may	be e	videnc	ed by	facsimile)						Nam	e (plea:	se p	rint)							Date
SECTIO	ON 5 P	ATRIO	T AC	T ANI	BAC	KGRO	UND AUTI	HORIZATIO	ON														
To help	the go	vernme	ent fig	ght th	e fund	ing of	terrorism	and mone	y launde	ering activ	ities, the	USA Pa	triot Act r	equires	s all	financial	institut	ions to	obtai	n, veri	fy and	record ir	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

Do you (MERCHAN			ORMAT														
Terminal	NT) ha	ave a	✓ 3rd p	arty so	ftware a	pplicat	ion/g	ateway	or POS	Are you complia	ant with	the Payment C	ard Industry I	Data Security	Standards? YES		
If yes, identify Secu	ırity A	ssess	or and o	certifica	ate numb	er:						Last Certific	cation Date:				
Have you been notifial a compromise of ca				rCard YES	or Disco NO	ver tha	it you	have b	een the victim of	victim of If yes, have you completed remediation? YES NO Do you store cardholder data? Paper - YES NO Electro							
Third Party Software						Versi	on #			Merchant data to					onic - YES N		
Does software store					Yes					Is vendor software			Yes No				
All merchants must requirements of the Assessment Questi securing card data a Information on the F SECTION 7 MERCH	PCI onna and c PCI F	DSS. ire and comply rograr	Mercha d scan(s ring with n is set	nt mus s), if ap PCI D forth ir	t validate oplicable SS. You o Section	e its co , and (ı are eı ı 35 of	mplia b) is o	ance wi complia d in the erms a	th the PCI DSS and the PCI DS and the PCI DS and PCI Program and PCI Program and PCI PCI and P	d provide NPC with SS. NPC has created the applicable feet the applicable feet the applicable feet.	th evide ted the es will l es are	ence that Merc PCI Program (to be assessed in set forth in Sect	hant (a) has s he "PCI Prog accordance v tion 11.	successfully co gram") to assis vith the terms	ompleted a Self st merchants in		
In accordance with receive Premium AC Service Provider with	the te	erms s Subje	et out ir	the M	lerchant oproval.	Proces		Agreer	nent, funds will be	transferred to/fro	m the a	ccount as delin	eated. If noth	ing is checked	d, MERCHANT will		
Deposit Time Frame Any ACCOUNT NU Sales.	e:	✓ Pre	mium A	CH	Alterr	nate Fu accoun			Deposit Type: handling ACH dep			Batch f more than one	e account is ir	ndicated, acco	unt #1 will be used		
Routing #1:							1	7	DDA Account t	ype: , Checking	j Sa	avings					
Account #1:	1	3	9	8 7	9	0	6	2	.								
Routing #2:									DDA Account t	ype: Checking	j Sa	avings					
Account #2:												If a second ac Discount	ccount, this ac Fees	ccount is used Credits	for: Chargebacks		
Section 8 CHECK /	ACH	SERV	ICES														
If Check Services ar conditions for Check Bank is not providing Fee of \$5.00 per mo addition to the disco	k proo	ducts a Checl	accepta k/ACH S e charge	nce as Service ed after	stated in stated	n the M hant m ns of in	lerch ust b activ	ant Pro e appro	cessing Agreemer	nt or as provided b	y Che r, GETI	ck services prov , or by other se	vider, GETI, o rvice provider	or other service: . ++ Check Re	e provider. Member ecovery: An inactivi		
Check Serv	vice		Disco	unt Ra		sactior ee			Check So			Discount Rate	Transaction Fee	Othe	r Check21 Fees		
Check Conversion Guarantee	on w/								:1 POS - Guarante :1 POS - Non-Gua			0.00	0.00	Check21 Re \$ 5.00	turn Fee [^] :		
Check Conversion Guarantee	on w/)							1 Remote - Guara 1 Remote - Non-G			0.00	0.00	Monthly Che \$ 5.00	ck21 Access Fee ^{^**} :		
Paper Check w/	Guar	antee							1 POS Payroll opt 1 POS Payroll opt								
# of Checks Monthly	y: Av	erage	Amoun		argest C	heck		Mon	thly Service Fee ***	Batch Fee:		onthly nimum^**:\$25.00	Annual	Annual Fee ^{^**} :\$59.95			
Monthly Billing		(Check F	ecove	ry Servic	e ++								l	·		
SECTION 9 AMERIC	CAN	EXPRE	SS						·	· Co.							
Merchant Name: BINSWANG	GER	ENTE	RPRISI	ES LLC				Expr		sting count #: 24248068	834	Fra	anchise CAP	#:			
Authorization Trans (NPC charge for all			author	zation	attempts	s) \$ 0.	25 A		ket: \$ \$170.00	Annual AMEX C		/olume \$ 9000	0 A	MEX Flat Fee	e ⁺ (ESA ONLY) \$7.9		
Credit Discount Rat	-				Transact					Prepaid [n Fee: \$ 0.15		
I represent that I hav Agreement (¡§AXP /	Agre	ement ican E	;"), and xpress	that all Travel	informa Related	tion pro Service	ovide es C uding	d herei ompan by req	n is true, complete	, and accurate. No and NPC's and AX m consumer repor	either M P's age rting ag	lember Bank no ents and affiliate	or NPC is a pa es to verify the	arty to the AXI information i	n this application an		

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:	Debit Other	Card Only Cards	All (Cards
	Retail	Restau					Order"	Intern								
		ey Entere		DialPa	_	•)/CardS		Large Ticke						
VISA/MASTERCARD/DISCOVER	R Rate	Category	Disco	ount Ra	ate	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.	alPay Mercha	ants)	+ (0.99	%	+\$	0.20	20 / Dobit DIN Pasad4							Rate %	Transaction Fee \$ 0.25
Non-Qualified Exception ²			+	1.53	%	+\$	0.20	(Same as	ied Rew Credit/Card I MOTO, Intern	vards Mid-Qualified Rate if left bla let, DialPay Merchants)	ank) (l	Not Applicable fo	or Retail Key		%	Same as Visa/M0 Discover Transaction Fee
Wireless Service ³ Quantity Setup \$	Fee	Monthly F	Hosting	Fee	Tr + \$	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 (\$0.00	/per batch	n l	Charo	iehad	ck Fee			\$15.00	/each	T					Charged in the
ACH DBA Change Fee	\$25.00	<u> </u>	Service Package						\$5.95	/month Semi Annual Fee					\$45.00	Months of August and 6
On File Fee	•	Go	ld Pa	ackage)		\$11.95	/month					months thereafter			
Card Brand Usage Fee (NABU) - MasterCard ²		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	_		gram Fee -	Annual ⁴	\$165.00	
Visa ²	\$0.03	/each		✓ Minimum Bill					\$25.00	/month	_	✓ Paper Statement			\$5.00	/month
Retrieval Request							-		-	Regula	tory and Co	\$0.00	/annual			
Voice Authorization Fee		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 \$2		noo 17	The i	nitial t	orm of the M	1arahan	+ A araa				ogram Fee -	,	\$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 a	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) Signature (Signature may be evide	nood b	v faccimila	.)				Nama (nla	aco pri	nt\						Doto	
X	encea D	y iacsimile	:)				Name (ple	ase pri	111.)						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 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
 Page 4 of 4

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