

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)																							
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SECT	SECTION 1 BUSINESS INFORMATION																						
Business Legal Name: (Must Match Business Tax Return Name) BINSWANGER ENTERPRISES LLC Contact Name: KIM LEE																							
Busin	Business Name (DBA): Check here if Corporate Headquarters BINSWANGER GLASS 139																						
Busin	4222 HARRY HINES BLVD												Business Billing Address: (if different from location address) 965 RIDGELAKE BLVD 300										
City, State, Zip:											909 RIDGELARE BLVD 300 City, State, Zip: MEMPHIS, TN, 38120												
Phone	DALLAS, 1A, 75219 Phone #: (214) 520-6583										Phone #		0120					x #: 901) 537	7-8333				
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	SECTION 2 OWNERSHIP INFORMATION Ownership: Sole Prop. Corporation Partnership v LLC Government (Federal/State/Local) Tax-Exempt Organization (501C)																						
	r/Officer/		l Name	: e:		<u> </u>		Title:			I	DOB:		SSN #:			F	ederal	Tax ID#:	, ,			
	JRO CAF							CEO	PRES	0:1 01		6/1/1950						5-2494					
	Address RIDGELA		'D 300							City, Sta		38120						Phone # (901) 53	: 37-8416				
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Service	of Goods ces Sold: vhere Cl	Spec		ade Cor	ntracto	ors (Not		REFUN (Check	D POLICY One):	,		Refund in	n 30 day	s or less	Merc	chandise	exch	ange or	nly Ot	her			
Seaso	onal Sale	s: Ye	es /	No .	Active	Months:	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEF	00	CT	NOV	DEC				
SECT	ION 4 II	MPORTA	NT DIS	CLOSU	RES		Mei	rchant a	cknowledg	es receir	ot of NPC	document	tation, v	vhich incl	udes Me	erchant F	roces	ssing A	reement	t Ver.GEN.0713			
Visa N Regul respo IMPO thresh super Memb	Member I lations w nsible for PRTANT M nolds. (3) sede the per (Acqu	must be ith which r all function functi	a prince of Mercle ls held NT RES of and use of the M he ultir	pipal (signants min reserses esponsite of the contract of the	ner) to ust cor ve that BILITIE ad the Agree hority	the Merc mply. (4). t are derive ss: (1) En terms of the ement and) A Visa M hant Agre The Visa I ed from se sure comp he Mercha are provice Merchan	flember i ement. Member ettlemen oliance v ant Agreded to e	s the only (3). The V is respons t. with cardho ement. (4	entity ap isa Memi sible for a older data) Comply Merchan	proved to ber is reseand muse a security with Vis	o extend a sponsible f t provide s y and stora a Operatin tands some	cceptan or educ ettlemen age requ ig Regu	ace of Visa ating Mer nt funds to uirements. lations. Th ant obliga	a production production in the Me . (2) Ma the response	ets direct on pertin erchant. aintain fra onsibilitie	tly to a ent Vi (5). T aud ar	a Merch isa Ope The Visa nd charq ed abov	ant. (2). rating a Membe geback be do not	MEMBER BANK: Fifth Third Bank 8500 Governors Hill Drive Symmes Township,			
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						UND AUTH																	
To he	Ip the go	vernmer	nt fight	the fund	ing of	terrorism:	and mone	y launde	ering activi	ties, the	USA Pa	triot Act red	quires a	II financia	al institu	tions to	obtair	n, verify	and reco	ord 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

Version # Yes No Yes No To Industry Data lidate its complia lidate its complia lidate, and (b) is of You are enrolled cition 35 of the To MATION Inant Processing A Val. ACH can be I. Alternate Funding	Security Sence with the compliant of the PC Perms and Cerms and Ce	Itandard ("PCI E he PCI DSS and with the PCI DSS and Conditions and E SUPPLY VOI	If yes, have you complete you store cardholded Merchant data to which the vendor software PCI DSS"). Merchant is rect of provide NPC with evince the software you have the applicable fees will the applicable fees ar	Last Certifice eted remediation? Paper - this vendor has a compliant? Your domaintain dence that Merche PCI Program (If I be assessed in a last a compliant in the compliant in the compliant in the complex in the comp	ration Date: YES YES access: Yes No the security of the secu	NO NO Electronic - YES of card data and to comply with the successfully completed a Self		
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hant Processing A val. ACH can be I. Alternate Funding	Agreemen					ram") to assist merchants in with the terms of the PCI Program		
Alternate Funding			transferred to/from the	account as delin	eated. If nothi	ing is checked, MERCHANT will ent of NPC or any Third Party		
		Deposit Type: ndling ACH dep		y Batch If more than one	account is in	ndicated, account #1 will be used f		
0 0 1	7	DDA Account ty	/pe: / Checking	Savings				
9 0 6	2							
	1	DDA Account ty	/pe: Checking	Savings				
	*			If a second ac Discount	count, this ac Fees	count is used for: Credits Chargebacks		
						<u>_</u>		
ted in the Mercha Merchant must be	ant Proces e approved	sing Agreement by NPC and it	t or as provided by Ch s service provider, GE	eck services prov TI, or by other ser	rider, GETI, or vice provider.	be bound by, the terms and r other service provider. Member . ++ Check Recovery: An inactivi ten basis points) will be charged i		
Transaction Fee		Check Se		Discount Rate	Transaction Fee	Other Check21 Fees		
		POS - Guarantee POS - Non-Guar		0.00	0.00	Check21 Return Fee**: \$ 5.00		
		Remote - Guarar Remote - Non-G		0.00	0.00	Monthly Check21 Access Fee ^{^**} : \$ 5.00		
		, ,	on - <i>Guarantee</i> : Disco on - <i>Non-Guarantee</i> : [
est Check unt:		Service Fee ***	Batch Fee:	Monthly Minimum^**:\$25.00	Appuel I	Termination Fee^*:\$59.95		
ervice **		<u>, </u>	Į.	•	L.			
	E. d. C.	AIE.	Para s					
	Express	American Exis	ount #: 2424806792	Fra	nchise CAP #	#:		
empts) \$ 0.25		\$ \$170.00	Annual AMEX Charge	Volume \$ 90000	O A	MEX Flat Fee ⁺ (ESA ONLY) \$7.9		
nsaction Fee: \$ 0			Prepaid Disco			aid Transaction Fee: \$ 0.15		
ormation provided ated Services Co onally, including	d herein is ompany, In by reques- ted by law. quested from consumer- ded with the fferent sence is standard ds and/or sege. *An Inb	true, complete, nc. (¡§ AXP¡") ar ting reports from 1 authorize and om consumer reporting agencie AXP Agreemvicing terms (e.g. d American Expervices, or other bound fee of 0.4	and accurate. Neither and NPC's and AXP's an or consumer reporting a direct NPC and AXP aporting agencies. Succies for marketing and lent and materials welch g. different speeds of poress Card acceptance private indicating its into 0% will be applied on a	Member Bank no gents and affiliate gencies, and disciplent of the period of the period of the period of the period of the program, and the gention to be bound any Charge made	r NPC is a pas to verify the close such info XP's agents a include the narposes. I unde AXP's prograithat if the Me of Merchant mad, the Mercha using a Card	e information in this application and cormation to their agent, and affiliates to inform me directly, ame and address of the agency erstand that upon AXP's approval im for NPC to perform services for erchant does not qualify for the ay terminate the AXP Agreement. Int agrees to be bound by the AXF If that was issued outside of the		
a	ated Services C onally, including purpose permit nat they have re the reports from ant will be provi am which has di enrolled in AXF wurchase of goo English langua	ated Services Company, Ir onally, including by reques purpose permitted by law they have requested from consumer ant will be provided with the mount will be provided with the mount of the mount of the provided with the pro	ated Services Company, Inc. (¡S AXP¡¨) allohally, including by requesting reports fror purpose permitted by law. I authorize and they have requested from consumer rather reports from consumer reporting agen ant will be provided with the AXP Agreeman which has different servicing terms (e. enrolled in AXP's standard American Expurchase of goods and/or services, or other language. *An Inbound fee of 0.4 American Express Prepaid CardsA 0.30	ated Services Company, Inc. (¡S AXP; ¨) and NPC's and AXP's according by requesting reports from consumer reporting a purpose permitted by law. I authorize and direct NPC and AXP's att they have requested from consumer reporting agencies. Such the reports from consumer reporting agencies for marketing and ant will be provided with the AXP Agreement and materials welcam which has different servicing terms (e.g. different speeds of penrolled in AXP's standard American Express Card acceptance burchase of goods and/or services, or otherwise indicating its integration and the services. The propriet on a American Express Prepaid Cards. A 0.30% downgrade will be closed and the services are considered as a constant of the services are services.	ated Services Company, Inc. ($_1$ § AXP_1 ") and NPC's and AXP's agents and affiliate onally, including by requesting reports from consumer reporting agencies, and disc purpose permitted by law. I authorize and direct NPC and AXP and NPC's and AXP at they have requested from consumer reporting agencies. Such information will the reports from consumer reporting agencies for marketing and administrative purant will be provided with the AXP Agreement and materials welcoming it either to am which has different servicing terms (e.g. different speeds of pay). I understand enrolled in AXP's standard American Express Card acceptance program, and the ourchase of goods and/or services, or otherwise indicating its intention to be bound English language. *An Inbound fee of 0.40% will be applied on any Charge made American Express Prepaid CardsA 0.30% downgrade will be charged by AXP fo	rmation provided herein is true, complete, and accurate. Neither Member Bank nor NPC is a pated Services Company, Inc. (¡§ AXP;") and NPC's and AXP's agents and affiliates to verify the ornally, including by requesting reports from consumer reporting agencies, and disclose such information by purpose permitted by law. I authorize and direct NPC and AXP and NPC's and AXP's agents a nat they have requested from consumer reporting agencies. Such information will include the nather reports from consumer reporting agencies for marketing and administrative purposes. I und ant will be provided with the AXP Agreement and materials welcoming it either to AXP's program which has different servicing terms (e.g. different speeds of pay). I understand that if the Me enrolled in AXP's standard American Express Card acceptance program, and the Merchant mourchase of goods and/or services, or otherwise indicating its intention to be bound, the Merchant English language. *An Inbound fee of 0.40% will be applied on any Charge made using a Carc American Express Prepaid Cards. A 0.30% downgrade will be charged by AXP for a Card Not led at the point of purchase (e.g. charges by mail, telephone, fax or the Internet). These charge		

Merchant's Business Name (Lega	ıl): BINS	SWANGER	R ENTE	RPRIS	SES I	LLC										
SECTION 10 SCHEDULE OF FEES																
APPLICATION TYPE: / Tie	Flat Rate [¥] Cash Advance				DISCOUNT	Г:	Daily ✓ Mont	CARD C	IONS:	Card Only Cards	Cards					
	Retail	Restau					Order"	Intern								
		ey Entere		DialPa	_	•)/CardS		Large Ticke						
VISA/MASTERCARD/DISCOVER	R Rate	Category	Disco	Discount Rate Trans						TERCARD/DISC	_	ER Rate	Category	Discount	Rate	Transaction Fee
Base Credit	,	1.72 % \$ 0.20						NON PIN-Based edit Rate if left blank)	13	Regulated Only⁵				+\$ 0.2		
Mid-Qualified Exception 1 (Not Applicable for Retail Key Entered, MOTO, Internet, Di	+ (0.99	%	+\$	0.20							Discount 1.72		Transaction Fee \$ 0.25		
Non-Qualified Exception ²	+	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 Discover Transaction Fee					
Wireless Service ³ Quantity Setup Fee Monthly H				Fee	Tr + \$	ansac	ion Fee Interne Service Micros					etup Fee Monthly Hosting 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 (ı İ	Chargeback Fee					\$15.00	0 /each						Charged in the		
ACH DBA Change Fee	ACH DBA Change Fee \$25.00 /e								\$5.95	/month		Semi Annual Fee			\$45.00	Months of August and 6
On File Fee	/month	Gold Package)		\$11.95	/month		_				months thereafter	
Card Brand Usage Fee (NABU) - MasterCard² \$0.03 /each				Gold Package - Semi					\$68.80	/semi annual					\$0.00 \$0.00	/once
Card Brand Usage Fee (NABU) -			·		Merc	chantD	ata.com		\$0.00	/month	_		gram Fee -	Annual ⁴	\$165.00	
Visa ²	\$0.03	/each	✓ Minir		nimui	m Bill			\$25.00	/month	_	✓ Paper Statement		\$5.00	/month	
Retrieval Request	/each							-	Charged in the		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	Fee PCI Program Foo Monthly ⁴			\$7.50	
Return ACH(s) are subject to a \$25.00 fee for each o				noo 17	The i	nitial t	orm of the M	1arahan	+ A araa			PCI Flograffi Fee - Mortully				/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 form 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 vrinted 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		Name (please print) 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