

## 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 Represer	tative ID	Numbe	er (9 dig	it or 1	<u>6 d</u> igit cod	le)																	
T 1 1	3 7	R	0	0 0	)					Assoc	iate: 458	Chain	: 730	Bank #	or Mei	rchant /	Associat	ion #:					
SECTION 1 BU	JSINESS	INFORI	MATION	1																			
Business Lega BINSWANGE					ss Tax Re	turn Name	e)			Contact KIM LE													
	BINSWANGER GLASS 550												E-mail address: Website: KLEE@BINSWANGERGLASS.COM										
Business Loca 317 E KENOS	Business Billing Address: (if different from location address) 965 RIDGELAKE BLVD 300																						
City, State, Zip BROKEN AR	City, State, Zip: MEMPHIS, TN, 38120																						
Phone #: (901) 537-84	16					Fax #:				Phone (901)	#: 537-8416					F	ax #: (901) 5	37-833	3				
SECTION 2 OV		IP INFO	RMATI	ON						,							,						
Ownership:		ole Pro			poration	Par	tnership	✓ LL	.C (	Governn	nent (Fede	eral/Stat	e/Local)		Т	ax-Exe	mpt Org	anizati	on (5010	C)			
Owner/Officer/ ARTURO CAF		Name:			-		Title:	PRES			DOB: 6/1/1950		SSN#	:			Federa		D#:				
Home Address							OLO		City, Sta		0/1/1000						Phone						
965 RIDGELA	KE BLVI	D 300							MEMPH		38120						(901)	537-84	16				
SECTION 3 BU	JSINESS	PROFIL	LE AND	ASSU	MPTIONS																		
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Type of Goods Services Sold: Elsewhere Cla	Spec		de Cor	ntracto	ors (Not		REFUN (Check	D POLICY One):	No R	efund 🗸	Refund i	in 30 da	ys or les	s M	erchand	dise ex	change (	only	Other _				
Seasonal Sales	s: Ye	s / N	lo /	Active	Months:	JAN	FEB	MAR	APR	MAY	JUN	JUL	AU	G S	SEP	OCT	NOV	' DI	EC				
SECTION 4 IN	/IPORTAI	NT DISC	CLOSUF	RES		Mei	rchant a	cknowledg	es receip	ot of NPC	C documer	ntation,	which in	cludes	Mercha	nt Proc	essing /	Agreem	ent Ver.	GEN.0713			
IMPORTANT N Visa Member r Regulations wi responsible for IMPORTANT N thresholds. (3) supersede the Member (Acqu Signature (Sign	MEMBER must be a th which all funds MERCHAI Review terms of tirer) is th	BANK I a princip Mercha s held in NT RES and un- t the Me ne ultim	RESPO pal (signants mun n reserv PONSIE derstant erchant ate auti	NSIBIL ner) to ust cor ve that BILITIE ad the Agree hority	the Merc mply. (4). are deriving SS: (1) En terms of the ment and should the	) A Visa M hant Agre The Visa I ed from se sure comp ne Mercha are provid	flember i ement. Member ettlemen oliance v ant Agreded to e	s the only (3). The Vi is respons it. with cardho ement. (4) nsure the I	entity ap isa Meml sible for a older data ) Comply Merchant	proved to ber is reand muse a securite with Vis	to extend a esponsible st provide s ty and stor sa Operati stands son	accepta for educ settleme rage req ng Regu	nce of V cating M ent funds uiremen ulations. rtant obli	isa proderchants to the ts. (2) The res	ducts di ts on pe Mercha Maintai sponsib	rectly to ertinent ant. (5) n fraud pilities li	o a Mero Visa Op . The Visand cha	chant. perating sa Men argebac ove do i	(2). A  nber is  ck below  not	MEMBER BANK: Fifth Third Bank 8500 Governors Hill Drive			
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SECTION 5 PA	ATRIOT A	ACT AN	D BACI	KGRO	JND AUTH	IORIZATIO	ON																
To help the gov								ering activi	ties, the	USA Pa	triot Act re	equires a	all finan	cial ins	titutions	to obta	ain, 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 LL	_C												
Do you (MERCH Terminal						ware a	oplicat	ion/ga	ateway	or PO	S	Are NO	you compli	ant with	the Payment 0	Card Indi	ustry I	Data Se	ecurity Stand	ards?	YES	
If yes, identify Se	ecurity	Asses	sor an	nd cert	ificate	e numb	er:								Last Certif	ication D	ate:					
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a compromise of Third Party Softw			lata?	YES	S	NO	Versi	on #							data? Paper his vendor has			NO	Electronic -	YE	ES N	
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# of Checks Mon	nthly: A	verage	e Amo	ount:		rgest C nount:	heck	ļ		thly Service				Mo	onthly inimum^**:\$25.0			ral Fee <sup>^**</sup> :\$59.95 Termination Fee <sup>^**</sup> :\$125.00				
Monthly Billing				k Reco	overy	Servic	e **															
SECTION 9 AME Merchant	RICAN	EXPR	ESS					I	Exist	ing Ameri	can Exis	stina			L		045	.,				
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(NPC charge for	all tran	sactio	n auth					23		ket: \$ \$17	0.00	Annı			Volume \$ 9000				lat Fee+ (Es			
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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> h Adva	nce		DISCOUNT	Г:	Daily ✓ Mont	CARD C	OPT	IONS:	Card Only Cards	y 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 <sup>5</sup>		+\$ 0.2					
Mid-Qualified Exception 1 (Not Applicable for Retail Key Entered, MOTO, Internet, Di.	+ (	0.99	%	+\$	0.20								Rate %	Transaction Fee \$ 0.25				
Non-Qualified Exception <sup>2</sup>			+	1.53	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 <sup>3</sup> Quantity Setup \$					Tr + \$	ansac	tion Fee	Se	ernet ervices/ cros <sup>3</sup>	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. <sup>2</sup> Ad	ded to appli	cable mid o	qualified	credit discount		
rate and transaction fee. <sup>3</sup> 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. <sup>5</sup> 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 <sup>ô</sup> (	ı İ	Charo	iehad	ck Fee			\$15.00	/each	T					Charged in the				
ACH DBA Change Fee	CH DBA Change Fee \$25.00 /each				Chargeback Fee Service Package				\$5.95	5 /month		Semi Annual Fee			\$45.00	Months of August and 6		
On File Fee	/month Gold I			old Package				\$11.95	/month						months thereafter			
Card Brand Usage Fee (NABU) - MasterCard <sup>2</sup>	/each	ach Gold			old Package - Semi				/semi annual					\$0.00 \$0.00	/once			
Card Brand Usage Fee (NABU) -				✓ MyMerchantDa					\$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				/annual		
Voice Authorization Fee	/each		Gro	oup a	annual			\$99.00	Charged in the Month of Augu	ıst	ee		NA H-1 - 4	\$0.00				
Return ACH(s) are subject to a \$2		noo 17	The i	nitial t	orm of the N	1arahan	+ A araa				ogram Fee -	\$7.50						
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. <sup>2</sup> 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. <sup>of</sup> 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\						Date			
Signature (Signature may be evidenced by facsimile) <b>X</b>								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
 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