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SC Court of Appeals

THE STATE OF SOUTH CAROLINA
In The Court of Appeals

APPEAL FROM BERKELEY COUNTY
Court of Common Pleas

The Honorable Jennifer B. McCoy, Circuit Court Judge

Appellate Case No. 2024-001925
Case No. 2024-CP-08-01342

South Carolina Federal Credit Union.Respondent,

v.

Thames Holdings 7 LLC and Richard Nathaniel Thames A/K/A Richard N.
Thames, Defendants,
of which Richard Nathaniel Thames is theAppellant.

**RESPONDENT SOUTH CAROLINA FEDERAL CREDIT UNION’S
MOTION (A) TO DISMISS OR, IN THE ALTERNATIVE, COMPEL APPELLANT TO
INCLUDE IN THE RECORD ON APPEAL ALL ITEMS DESIGNATED BY
RESPONDENT AND (B) FOR EXTENSION OF TIME**

Pursuant to South Carolina Appellate Court Rules 210, 240, 260(a), and 263(b), Respondent South Carolina Federal Credit Union hereby moves for dismissal of this appeal as a result of Appellant’s failure to timely serve a complete, properly-numbered record on appeal on Respondent or, in the alternative, for an order compelling Appellant to include in the record on appeal all items designated by Respondent. Respondent further moves for an extension of twenty (20) days to file its final brief from the date the complete, properly-numbered record on appeal is served on Respondent.

Appellant’s Failure to Serve Complete, Properly-Numbered Record on Appeal

The most recent record on appeal submitted by Appellant, which was received by the South Carolina Court of Appeals on December 2, 2025, does not contain consecutive page numbering as required under Rule 210(c), SCACR, despite the Clerk’s office having notified Appellant on November 18, 2025, of Appellant’s previous failure to comply with Rule 210. See Rule 210(c), SCACR (“Each page of the Record on Appeal shall be numbered consecutively beginning with the index.”). As such, Respondent is unable to prepare Respondent’s final brief in compliance with Rule 211(b)(1), SCACR.

Additionally, the Record an Appeal does not include several of Respondent’s designations reflected in Respondent’s Designation of Matter to be Included in the Record on Appeal filed on September 10, 2025. The following designations are missing from the record on appeal and must be included in order for Respondent to finalize and submit its final brief:

- Plaintiff’s Complaint filed May 9, 2024;
- Appellant’s Answer filed June 24, 2024;
- Plaintiff’s Motion for Summary Judgment filed July 18, 2024;
- Affidavit of Sonya Medlock in Support of Motion for Summary Judgment and Exhibits 1-4 thereto filed July 18, 2024; and
- Notice of Hearing filed September 6, 2024.

See also, Rule 210(c), SCACR (“The Record on Appeal **shall include all matter designated to be included by any party** under Rule 209 and shall comply with the requirements of Rule 267.”) (emphasis added).

Appellant’s failure to serve a complete record on appeal on Respondent constitutes cause for dismissal of this appeal. See Rule 260(a), SCACR (“Whenever it appears that an appellant or a petitioner has failed to comply with the requirements of these Rules, the clerk **shall** issue an

order of dismissal, which shall have the same force and effect as an order of the appellate court.”) (emphasis added); *Wise v. S.C. Dept. of Corrections*, 372 S.C. 173, 173, 642 S.E.2d 551, 551 (2007) (same). Appellant’s status as a *pro se* litigant does not alter that result. See, e.g., *State v. Burton*, 356 S.C. 259, 265, 589 S.E.2d 6, 9, n.5 (2003) (“A *pro se* litigant who knowingly elects to represent h[er]self assumes full responsibility for complying with substantive and procedural requirements of the law.”). Additionally, as a result of Appellant’s failure to include all items designated for the record on appeal by Respondent, Respondent is unable to submit its final brief, as Respondent’s brief contains references to items which Appellant has failed to include in his record on appeal. *See* Rule 211(b) SCACR.

It is Appellant’s duty to comply with the requirements of the South Carolina Appellate Court Rules, and Rule 260(a) mandates dismissal of an appeal as a result of his failure to do so. As such, Respondent requests the entry of an order dismissing this appeal as a result of Appellant’s failure to timely comply with Rule 210(c), SCACR. Respondent further notes that this appeal has already been dismissed (and subsequently reinstated) once due to Appellant’s failure to timely comply with the South Carolina Appellate Court Rules.¹

In the alternative, Respondent requests that the Court enter an order requiring Appellant to file an amended record on appeal to include (a) the Respondent’s missing designations and (b) correct pagination as required under Rule 210(c), SCACR. Respondent has included with this motion as Exhibit A courtesy copies of the excluded items noted above for use by Appellant.

¹ See Order filed April 9, 2025, dismissing appeal due to Appellant’s failure to notify the Court of receipt of transcript or timely file and serve Appellant’s initial brief and designation of matter. Matter subsequently reinstated by Order filed June 3, 2025.

Request for Extension

Pursuant to order filed on December 15, 2025, Respondent's time to file and serve its final brief was extended until January 9, 2026. However, as set forth above, Respondent is unable to finalize its brief until a full and correct record on appeal has been served by Appellant. Therefore, Respondent respectfully requests that the time to file its final brief be extended until twenty (20) days after Appellant serves a complete, properly-numbered record on appeal.

Conclusion

For the reasons set forth herein, Respondent requests that the Court either (a) dismiss this appeal or (b) order Appellant to file an amended record on appeal which (i) complies with the pagination requirements of Rule 210(c), SCACR, and (ii) includes all items designated for inclusion by Respondent (as set forth herein), as well as an extension until twenty (20) days after service thereof to file and serve its final brief.

Respectfully submitted,

s/ Reid E. Dyer

Cynthia Jordan Lowery (SC Bar No. 12499)

Reid E. Dyer (SC Bar No. 79155)

Moore & Van Allen PLLC

78 Wentworth Street

P.O. Box 22828

Charleston, SC 29413-2828

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Attorneys for Respondent

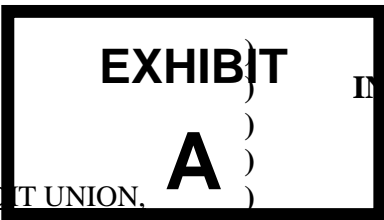
South Carolina Federal Credit Union

January 9, 2026
Charleston, South Carolina

STATE OF SOUTH CAROLINA

COUNTY OF BERKELEY

SOUTH CAROLINA FEDERAL CREDIT UNION,



IN THE COURT OF COMMON PLEAS

CIVIL ACTION COVERSHEET

Plaintiff(s)

2024-CP – 08- 01342

vs.

THAMES HOLDINGS 7 LLC and RICHARD NATHANIEL THAMES A/K/A RICHARD N. THAMES,

Defendant(s)

Submitted By: Cynthia Jordan Lowery
Address: Moore & Van Allen PLLC
78 Wentworth Street
Charleston, SC 29401

SC Bar #: 12499
Telephone #: 843-579-7000
Fax #: 843-579-8714
Other: _____
E-mail: cynthialowery@mvalaw.com

NOTE: The coversheet and information contained herein neither replaces nor supplements the filing and service of pleadings or other papers as required by law. This form is required for the use of the Clerk of Court for the purpose of docketing cases that are NOT E-Filed. It must be filled out completely, signed, and dated. A copy of this coversheet must be served on the defendant(s) along with the Summons and Complaint. **This form is NOT required to be filed in E-Filed Cases.**

DOCKETING INFORMATION (Check all that apply)

**If Action is Judgment/Settlement do not complete*

- JURY TRIAL demanded in complaint. NON-JURY TRIAL demanded in complaint.
- This case is subject to **ARBITRATION** pursuant to the Court Annexed Alternative Dispute Resolution Rules.
- This case is subject to **MEDIATION** pursuant to the Court Annexed Alternative Dispute Resolution Rules.
- This case is exempt from ADR. (Certificate Attached)

NATURE OF ACTION (Check One Box Below)

- | | | | |
|--|--|--|--|
| <p>Contracts</p> <ul style="list-style-type: none"> <input type="checkbox"/> Constructions (100) <input checked="" type="checkbox"/> Debt Collection (110) <input type="checkbox"/> General (130) <input type="checkbox"/> Breach of Contract (140) <input type="checkbox"/> Fraud/Bad Faith (150) <input type="checkbox"/> Failure to Deliver/Warranty (160) <input type="checkbox"/> Employment Discrim (170) <input type="checkbox"/> Employment (180) <input type="checkbox"/> Other (199) _____ <p>Inmate Petitions</p> <ul style="list-style-type: none"> <input type="checkbox"/> PCR (500) <input type="checkbox"/> Mandamus (520) <input type="checkbox"/> Habeas Corpus (530) <input type="checkbox"/> Other (599) _____ <p>Special/Complex /Other</p> <ul style="list-style-type: none"> <input type="checkbox"/> Environmental (600) <input type="checkbox"/> Automobile Arb. (610) <input type="checkbox"/> Medical (620) <input type="checkbox"/> Other (699) _____ <input type="checkbox"/> Sexual Predator (510) <input type="checkbox"/> Permanent Restraining Order (680) <input type="checkbox"/> Interpleader (690) | <p>Torts - Professional Malpractice</p> <ul style="list-style-type: none"> <input type="checkbox"/> Dental Malpractice (200) <input type="checkbox"/> Legal Malpractice (210) <input type="checkbox"/> Medical Malpractice (220) Previous Notice of Intent Case #
20____-NI-_____-_____ <input type="checkbox"/> Notice/ File Med Mal (230) <input type="checkbox"/> Other (299) _____ <p>Administrative Law/Relief</p> <ul style="list-style-type: none"> <input type="checkbox"/> Reinstate Drv. License (800) <input type="checkbox"/> Judicial Review (810) <input type="checkbox"/> Relief (820) <input type="checkbox"/> Permanent Injunction (830) <input type="checkbox"/> Forfeiture-Petition (840) <input type="checkbox"/> Forfeiture—Consent Order (850) <input type="checkbox"/> Other (899) _____ | <p>Torts – Personal Injury</p> <ul style="list-style-type: none"> <input type="checkbox"/> Conversion (310) <input type="checkbox"/> Motor Vehicle Accident (320) <input type="checkbox"/> Premises Liability (330) <input type="checkbox"/> Products Liability (340) <input type="checkbox"/> Personal Injury (350) <input type="checkbox"/> Wrongful Death (360) <input type="checkbox"/> Assault/Battery (370) <input type="checkbox"/> Slander/Libel (380) <input type="checkbox"/> Other (399) _____ <p>Judgments/Settlements</p> <ul style="list-style-type: none"> <input type="checkbox"/> Death Settlement (700) <input type="checkbox"/> Foreign Judgment (710) <input type="checkbox"/> Magistrate’s Judgment (720) <input type="checkbox"/> Minor Settlement (730) <input type="checkbox"/> Transcript Judgment (740) <input type="checkbox"/> Lis Pendens (750) <input type="checkbox"/> Transfer of Structured Settlement Payment Rights Application (760) <input type="checkbox"/> Confession of Judgment (770) <input type="checkbox"/> Petition for Workers Compensation Settlement Approval (780) <input type="checkbox"/> Incapacitated Adult Settlement (790) <input type="checkbox"/> Other (799) _____ | <p>Real Property</p> <ul style="list-style-type: none"> <input type="checkbox"/> Claim & Delivery (400) <input type="checkbox"/> Condemnation (410) <input type="checkbox"/> Foreclosure (420) <input type="checkbox"/> Mechanic’s Lien (430) <input type="checkbox"/> Partition (440) <input type="checkbox"/> Possession (450) <input type="checkbox"/> Building Code Violation (460) <input type="checkbox"/> Other (499) _____ <p>Appeals</p> <ul style="list-style-type: none"> <input type="checkbox"/> Arbitration (900) <input type="checkbox"/> Magistrate-Civil (910) <input type="checkbox"/> Magistrate-Criminal (920) <input type="checkbox"/> Municipal (930) <input type="checkbox"/> Probate Court (940) <input type="checkbox"/> SCDOT (950) <input type="checkbox"/> Worker’s Comp (960) <input type="checkbox"/> Zoning Board (970) <input type="checkbox"/> Public Service Comm. (990) <input type="checkbox"/> Employment Security Comm (991) <input type="checkbox"/> Other (999) _____ |
|--|--|--|--|

Submitting Party Signature: s/Cynthia Jordan Lowery

Date: May 9, 2024

Note: Frivolous civil proceedings may be subject to sanctions pursuant to SCRCP, Rule 11, and the South Carolina Frivolous Civil Proceedings Sanctions Act, S.C. Code Ann. §15-36-10 et. seq.

Effective January 1, 2016, Alternative Dispute Resolution (ADR) is mandatory in all counties, pursuant to Supreme Court Order dated November 12, 2015.

SUPREME COURT RULES REQUIRE THE SUBMISSION OF ALL CIVIL CASES TO AN ALTERNATIVE DISPUTE RESOLUTION PROCESS, UNLESS OTHERWISE EXEMPT.

Pursuant to the ADR Rules, you are required to take the following action(s):

1. The parties shall select a neutral and file a “Proof of ADR” form on or by the 210th day of the filing of this action. If the parties have not selected a neutral within 210 days, the Clerk of Court shall then appoint a primary and secondary mediator from the current roster on a rotating basis from among those mediators agreeing to accept cases in the county in which the action has been filed.
2. The initial ADR conference must be held within 300 days after the filing of the action.
3. Pre-suit medical malpractice mediations required by S.C. Code §15-79-125 shall be held not later than 120 days after all defendants are served with the “Notice of Intent to File Suit” or as the court directs.
4. Cases are exempt from ADR under ADR Rule 3(b) upon the following grounds:
 - a. Special proceeding, or actions seeking extraordinary relief such as mandamus, habeas corpus, or prohibition;
 - b. Requests for temporary relief;
 - c. Appeals;
 - d. Post Conviction relief matters;
 - e. Contempt of Court proceedings;
 - f. Forfeiture proceedings brought by governmental entities;
 - g. Mortgage foreclosures; and
 - h. Cases that have been previously subjected to an ADR conference, unless otherwise required by Rule 3 or by statute.
5. Cases may also be exempt from ADR under ADR Rule 3(c) upon motion to and approval by the court.
6. In cases not subject to ADR, the Chief Judge for Administrative Purposes, upon the motion of the court or of any party, may order a case to mediation.
7. Application of a party to be exempt from payment of neutral fees due to indigency should be filed with the Clerk of Court prior to the scheduling of the ADR conference.

Please Note: You must comply with the Supreme Court Rules regarding ADR. Failure to do so may affect your case or may result in sanctions.

STATE OF SOUTH CAROLINA	)	IN THE COURT OF COMMON PLEAS
)	
COUNTY OF BERKELEY	)	CIVIL CASE NUMBER: 2024-CP-08_____
)	
SOUTH CAROLINA FEDERAL CREDIT UNION,)	
)	
)	
Plaintiff,)	
vs.	)	SUMMONS
	)	(COLLECTION – NONJURY)
THAMES HOLDINGS 7 LLC and)	
RICHARD NATHANIEL THAMES)	
A/K/A RICHARD N. THAMES,)	
)	
Defendants.)	
)	

TO THE DEFENDANTS ABOVE NAMED:

YOU ARE HEREBY SUMMONED and required to answer the Complaint in this action, a copy of which is hereby served upon you and to serve a copy of your Answer to said Complaint on the subscribers at their offices, Moore & Van Allen PLLC, 78 Wentworth Street, Post Office Box 22828, Charleston, South Carolina 29413-2828, or to otherwise appear and defend, within thirty (30) days after the service hereof, exclusive of the day of such service, and if you fail to answer the Complaint, or otherwise to appear and defend, within the time aforesaid, the Plaintiff in this action will obtain a judgment by default against you for the relief demanded in the Complaint.

s/Cynthia Jordan Lowery
 Cynthia Jordan Lowery, SC Bar # 12499
 Reid E. Dyer, SC Bar # 79155
 MOORE & VAN ALLEN, PLLC
 78 Wentworth Street
 Post Office Box 22828
 Charleston, SC 29413-2828
 Telephone: (843) 579-7000
 Facsimile: (843) 579-8714
 Email: cynthialowery@mvalaw.com
 Email: reiddy@mvallaw.com
 ATTORNEYS FOR PLAINTIFF
 SOUTH CAROLINA FEDERAL CREDIT UNION

May 9, 2024
CHARLESTON, SC

STATE OF SOUTH CAROLINA	)	IN THE COURT OF COMMON PLEAS
)	
COUNTY OF BERKELEY	)	CIVIL CASE NUMBER: 2024-CP-08_____
)	
SOUTH CAROLINA FEDERAL CREDIT UNION,)	
)	
Plaintiff,	)	COMPLAINT
vs.	)	(COLLECTION –NONJURY)
)	
THAMES HOLDINGS 7 LLC and)	
RICHARD NATHANIEL THAMES)	
A/K/A RICHARD N. THAMES,)	
)	
Defendants.)	
)	

South Carolina Federal Credit Union, Plaintiff herein, through its undersigned counsel, complaining of the Defendants herein, alleges and says as follows:

1. That the Plaintiff, South Carolina Federal Credit Union (hereinafter “SCFCU”), is a federal credit union organized and existing under the laws of the United States, with its principal place of business in North Charleston, South Carolina and authorized to do business in the State of South Carolina.
2. That upon information and belief the Defendant, Thames Holdings 7 LLC, is a South Carolina Limited Liability Company doing business in Berkeley County, South Carolina.
3. That upon information and belief the Defendant, Richard Nathaniel Thames a/k/a Richard N. Thames, is a resident of Berkeley County, State of South Carolina, and is neither an infant nor incompetent and is not in the military service.
4. That any aliases listed for any Defendant are being included because a review of credit, personal and real property reports and records supports its validity.

5. That pursuant to § 37-1-202(10) of the South Carolina Code of Laws (1976) as amended, the Plaintiff is exempt from the provisions of the South Carolina Consumer Protection Code (§ 37-1-101 et. seq).

6. That this Court has jurisdiction over the subject matter and parties to this action pursuant to South Carolina Code Ann. § 36-2-802.

7. That on or about August 2, 2022, the Defendant, Thames Holdings 7 LLC, by Richard Nathaniel Thames, it's Owner, executed and delivered to South Carolina Federal Credit Union that certain Business Credit Card Application requesting a Business credit card, a copy of which is attached hereto as Exhibit "A" and incorporated herein by reference.

8. That issue of Business credit card was subject to the Business Credit Card Agreement ("Business Credit Card Agreement"), as revised from time to time, a copy of which is attached hereto as Exhibit "B".

9. That on or about August 2, 2022, Defendant Richard Thames executed and delivered to SCFCU that certain Business Credit Card Guaranty Agreement, a copy of which is attached hereto as Exhibit "C" and incorporated herein by reference, pursuant to which Richard Thames agreed to guarantee punctual payment of all sums owed by Sunview General Contracting, Inc. under the Business Credit Card Agreement.

10. That the Business Credit Card Agreement provides, among other things, for the payment of the outstanding balance, the accrual of interest at a variable rate on unpaid balances, the right to accelerate the balance due in the event of default, and for such other terms as may be seen by reference to said document.

11. That in said Business Credit Card Agreement, it was agreed by and between the parties that if default occurred, the Defendants shall pay all costs of collection, including court

costs, and reasonable attorneys' fees of not less than 20% of the unpaid balance, and that this matter has been turned over to the firm of Moore & Van Allen, PLLC, for collection, and the Defendants are hereby given notice by Plaintiff of its intention to collect such attorneys' fees.

12. That the terms of Business Credit Card Agreement have been breached in that no payments have been tendered as required since on or about October 11, 2023, and the obligation is now in default.

13. That due demand has been made for the payment of said indebtedness, and that Defendants have refused to make same following which and in accordance with the terms of said Business Credit Card Agreement, Plaintiff has elected to accelerate and has declared the full amount due and payable. The full amount due and payable as of December 28, 2023 is Fifty-One Thousand Two Hundred Thirty-Four and 76/100 (\$51,234.76) Dollars, as shown on the Statement of Account, a copy of which is attached hereto as Exhibit "D" and incorporated herein by reference, plus interest thereafter at a rate of 15.50% per centum per annum until the date of judgment and thereafter at the judgment rate of interest until paid, plus late charges, reasonable attorneys' fees and costs.

WHEREFORE, Plaintiff prays judgment against Defendants, Thames Holdings 7 LLC and Richard Nathaniel Thames a/k/a Richard N. Thames, jointly and severally, as follows:

(a) For judgment against the Defendants, jointly and severally, in the amount of Fifty-One Thousand Two Hundred Thirty-Four and 76/100 (\$51,234.76) Dollars, plus interest at the rate of 15.50% per centum per annum from December 28, 2023 until the date of judgment and thereafter at the judgment rate of interest until paid.

(b) For attorneys' fees associated with this action;

(c) For the costs of this action; and

(d) For such other and further relief as this Honorable Court deems just and proper.

s/Cynthia Jordan Lowery
Cynthia Jordan Lowery, SC Bar # 12499
Reid E. Dyer, SC Bar # 79155
MOORE & VAN ALLEN, PLLC
78 Wentworth Street
Post Office Box 22828
Charleston, SC 29413-2828
Telephone: (843) 579-7000
Facsimile: (843) 579-8714
Email: cynthialowery@mvalaw.com
Email: reiddy@mvalaw.com

ATTORNEYS FOR PLAINTIFF
SOUTH CAROLINA FEDERAL CREDIT UNION

May 9, 2024
CHARLESTON, SC



**SOUTH CAROLINA
FEDERAL
CREDIT UNION**

**EXHIBIT
A**

BUSINESS CREDIT CARD APPLICATION

Member Number [REDACTED]	Credit Limit Requested \$50,000.00	Number of Cards Requested 1
(Check one) <input type="checkbox"/> Blue Card <input checked="" type="checkbox"/> Silver Card		

General Business Information

Business Legal Name: THAMES HOLDINGS 7 LLC
Business Physical Address (No PO Boxes) 1040 HEAVEN DR ST STEPHEN, SC 29479
Business Mailing Address: 1040 HEAVEN DR ST STEPHEN, SC 29479
Business Phone (843) 312-0051
Tax ID Number: [REDACTED]
Type of Entity (Check one) <input type="checkbox"/> Corporation <input checked="" type="checkbox"/> LLC <input type="checkbox"/> Partnership <input type="checkbox"/> Sole Prop <input type="checkbox"/> Organization <input type="checkbox"/> Association

Contact Information

Contact Name & Title: RICHARD THAMES	OWNER
Contact Email Address: R_THAMES@AOL.COM	Contact Phone Number: 843-312-0051

Owner Information

Owner 1 name and title: RICHARD NATHANIEL THAMES	OWNER
Social Security # [REDACTED]	Date of Birth [REDACTED]
Address 1040 HEAVEN DR ST STEPHEN, SC 29479	Phone # 843-312-0051
Owner 2 name and title:	
Social Security #	Date of Birth
Address	Phone #

Guarantor Information


Guarantor 1 name and title: RICHARD NATHANIEL THAMES	
Social Security # [REDACTED]	Date of Birth [REDACTED]
Address 1040 HEAVEN DR ST STEPHEN, SC 29479	Phone # 843-312-0051
Guarantor 2 name and title:	
Social Security #	Date of Birth
Address	Phone #

Company Admin name: RICHARD NATHANIEL THAMES	Security Code Contact Center use: [REDACTED]
--	--

AUTHORIZED USER(S): For additional authorized users attach a separate piece of paper	
Name Embossed on Card (maximum of 20 Characters)	
Name: RICHARD N THAMES	Card Limit: \$50,000.00
DOB: [REDACTED]	SSN: [REDACTED]
Name:	Card Limit:
DOB:	SSN:
Name:	Card Limit:
DOB:	SSN:
Name:	Card Limit:
DOB:	SSN:

ADDITIONAL INFORMATION TO BE EMBOSSED ON CARD:
THAMES HOLDINGS 7 Line two (Business Name)

By returning this application to South Carolina Federal Credit Union, the undersigned individually and on behalf of the entity indicated herein promises that everything stated herein is correct to the best of my/our knowledge. The undersigned authorizes the Credit Union to obtain credit reports as to the entity and the undersigned in connection with this application for credit and for any update, renewal or extension of the credit received. I/we understand that the Credit Union will rely on both the representations I/we make in this application and the contents of any credit report it obtains when deciding whether to grant the credit requested. I/we agree to immediately notify the Credit Union of changes to any of the information provided in this application. I/we agree that my/our account will be subject to the terms and conditions of all applicable Credit Card Agreements that will accompany any Card(s) when issued; and that a photocopy or facsimile of this application shall be as binding as the original.

By:  Date: Aug 2, 2022
Richard Thames (Aug 2, 2022 15:09 EDT)
RICHARD N THAMES
 Authorized company representative

TO BE COMPLETED BY CREDIT UNION	
Business CC disclosure completed? <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO	Date: <u>8/2/2022</u>
Approving Officer's Initials: <u>RLB</u>	Variable Rate: Prime Plus <u>7.00%</u>
Credit Limit: <u>\$50,000.00</u>	Number of Cards <u>1</u>
RS/BSO Initials <u>RTV</u>	Finance Initials _____



SOUTH CAROLINA
FEDERAL
CREDIT UNION

EXHIBIT
B

BUSINESS CREDIT CARD AGREEMENT

BINDING ARBITRATION: EXCEPT AS SPECIFICALLY PROVIDED HEREIN, THIS ARBITRATION PROVISION SUBSTANTIALLY LIMITS YOUR RIGHT TO BRING A LEGAL ACTION IN A JUDICIAL FORUM (EXCEPT FOR MATTERS THAT MAY BE BROUGHT IN SMALL CLAIMS COURT AS SET FORTH HEREIN).

PLEASE READ THIS SECTION CAREFULLY. THE PARTIES WILL NOT HAVE A RIGHT TO HAVE A JUDGE OR JURY DECIDE ANY CLAIM OR DISPUTE, AND THE ABILITY TO APPEAL IS LIMITED IN AN ARBITRATED MATTER HEREUNDER. ANY DISPUTES WILL BE DECIDED BY A NEUTRAL ARBITRATOR. FURTHER, NEITHER PARTY NOR ANYONE ON THEIR BEHALF CAN PURSUE ANY CLAIM OR DISPUTE IN ANY CLASS OR REPRESENTATIVE CAPACITY. IT IS THE INTENT OF THE PARTIES HERETO TO PROVIDE A FUNDAMENTALLY FAIR AND LESS COSTLY FORUM TO ADDRESS ANY DISPUTES BETWEEN THE PARTIES, AND THE PARTIES SPECIFICALLY AGREE TO THIS ALTERNATIVE METHOD OF DISPUTE RESOLUTION AS AN INTEGRAL PART OF THE RELATIONSHIP BETWEEN THE PARTIES. REFER TO

THIS IS YOUR AGREEMENT AND DISCLOSURE STATEMENT WITH South Carolina Federal Credit Union. PLEASE READ IT CAREFULLY AND KEEP IT FOR YOUR RECORDS. IT SUPERSEDES ALL PRIOR AGREEMENTS AND DISCLOSURE STATEMENTS RELATING TO YOUR ACCOUNT. YOU DO NOT HAVE TO SIGN THIS AGREEMENT. YOUR AGREEMENT TO ALL OF THESE PROVISIONS, AS AMENDED FROM TIME TO TIME INCLUDING THE CARD ISSUED BY US, WILL BE SHOWN BY YOUR APPLICATION FOR THE CARD, YOUR ACCEPTANCE OF THE CARD, OR YOUR USE OF THE CARD, WHICHEVER OCCURS FIRST.

Definitions. In this Agreement, the word "Card" or "Business Card" means either one or more VISA® credit cards and any duplicates, renewals or substitutions we issue to the borrower or to any designated authorized user(s). The words, "Company," "you," "your," and "yours" mean the borrower and all cardholders (borrowers, co-borrowers and or guarantors); anyone any borrower or cardholder permits to use the Card(s); as well as any authorized user for whom an additional Card(s) is issued to the extent of their purchases and cash advances, as well as transactions by anyone they permit to use the Card(s). The word "cardholder" means any borrower as well as any person the borrower designates as a cardholder. The words "Credit Union," "we," "us," and "our" mean **South Carolina Federal Credit Union.**

Pledge Of Shares And Security Interest.

BY SIGNING AN APPLICATION, ACCEPTANCE OR AUTHORIZED USE OF ANY CREDIT CARDS, YOU GRANT AND PLEDGE A CONSENSUAL LIEN TO US ON ALL SHARES TO SECURE PAYMENT OF YOUR OBLIGATIONS ON THIS ACCOUNT. IN ADDITION, YOU ACKNOWLEDGE OUR STATUTORY LIEN RIGHTS UNDER THE FEDERAL CREDIT UNION ACT; YOU AGREE THAT SUCH A LIEN IS IMPRESSED AS OF THE DATE THAT THIS ACCOUNT IS OPENED; AND YOU AGREE THAT WE CAN APPLY THE SHARES PLEDGED AT THE TIME OF ANY DEFAULT ON THIS ACCOUNT WITHOUT FURTHER NOTICE. "Shares" for the purpose of your pledge to secure your obligations to the Credit Union means all deposits in any share savings, share draft, club, certificate, or other account(s) of the borrower or any guarantor, whether jointly or individually held -- regardless of contributions, that you have on deposit now or in the future.

Security Agreement: *"Non-Purchase-Money Security Interests:"* Payments on your Account are secured by any security interest in any property securing your other obligations to the Credit Union, whether existing now or in the future, except your household goods and your primary residence. *"Purchase-Money Security Interests:"* You hereby grant Credit Union security interest in all property purchased/acquired by you or any authorized user pursuant to the use of this Account, including a purchase-money security interest in any household goods purchased/acquired with an extension of credit upon this Account. These Purchase-Money Security Interests shall secure faithful performance of all obligations arising under this Agreement; and the Credit Union shall have all of the rights of a secured party in accordance with Article Nine of the Uniform Commercial Code and/or other applicable law.

How to Use this Account: All cards issued must be signed in order to use any card. You can purchase or lease goods and services ("Purchases") from any merchant who honors your Card up to your maximum credit limit for your Card (not to exceed the aggregate account limit) by presenting your Card and signing a sales slip for the amount of the Purchase. You may also use the Card to obtain cash up to your maximum credit limit from financial institutions that accept the VISA credit card. You agree not to present your Card or obtain a Cash Advance for any extension of credit in excess of your available Credit Limit (card limit and/or aggregate account limit). Certain purchases and cash advances require authorization prior to completion of the transaction. In some cases, you may be asked to provide identification. If our system is not working, we may not be able to authorize a transaction, even though you have sufficient credit available. Also, for security reasons, we may block the use of your Card in certain countries or geographic areas. We will have no liability to you or others if any of these events occur.

ATM Access: If you have received a personal identification number (PIN), you may use your Card and PIN to obtain Cash Advances at any Automatic Teller Machine ("ATM") that accepts your Card. Your PIN is confidential and should not be disclosed to anyone. You agree not to write your PIN on your Card, you will not keep your Card and PIN together, and you will not provide your PIN to anyone who is not an authorized user. Except as otherwise provided in this agreement, advances through ATM access will be treated as Cash Advances under this Agreement. Advances at authorized ATMs are limited to a total of \$500.00 per card during any 24-hour period. The total of all cash advances on your Visa Account and any withdrawals from your other accounts through an ATM in any 24-hour period may be combined for the purpose of this limitation. Although we do not charge a fee for this service, others may. **Owners of ATMs that we do not own may charge fees in addition to any fees disclosed in this Agreement. This is not a fee charged by your Credit Union; however, any such fee will be added to your account. The party charging the fee is required to provide appropriate disclosures to you with regard to any such fees.**

Term and Termination: Unless canceled by the Credit Union, each Business Card shall be in force for the term stated thereon. Within 45 days of the scheduled expiration date of a Business Card, Company or Designated Employee shall notify the Credit Union if the Business Card should not be renewed. In the absence of such notification, the Credit Union may renew the Business Card for such term as the new card shall state when issued. The Credit Union shall have the right to terminate this Agreement, effective immediately, upon any material breach or violation of any obligation contained

in this agreement by the Company or any authorized user or guarantor. Without limiting the foregoing, the Credit Union has the right to terminate your line of credit and to demand the return of all cards and other access devices if the Credit Union, in its sole discretion, feels that it is insecure for any reason whatsoever; including but not limited to mismanagement of your account, failing to safeguard any access device, creation of any credit balances by you that may increase the risk of loss or exposure of the Credit Union or failing to cooperate with the Credit Union or others with regard to any claim of unauthorized use or any other defense to payment under applicable law. Upon termination by you or us, all amounts owed pursuant to the terms of this Agreement are due and payable in full.

Payment and Notice in the Case of Lost or Stolen Card(s): Company shall be liable for any and all authorized charges and cash advances made with any and all of the cards we issue and/or renew under this agreement and shall pay same together with any finance charges, expenses or other charges accrued. Unauthorized use is any use by an individual other than an authorized user without the knowledge or consent of Company or an authorized user to whom a card was issued. If Company or an authorized user believes that the Card has been lost or stolen, the credit union must be notified promptly at **(800) 449-7728** or **PSCU Service Center, Inc, P.O. Box 31216, Tampa FL 33631**.

The Credit Union can accept late or partial payments as well as payments that are marked with "paid in full" or other restrictive endorsements, without losing any of our rights under this Agreement. If you pay more than the Minimum Payment Due, we will allocate the excess amount to your account balance at our discretion, unless you tell us otherwise. You must pay the Credit Union in U.S. dollars drawn on funds on deposit in the United States. If you make payment with other currencies or from an institution domiciled outside the United States, then your payment will not be credited until the funds have been collected by us in U.S. dollars. The Credit Union will determine the method of applying payments and credits to your account.

Payment crediting, credit balances, payments received at locations other than the address listed on the front of the statement may be subject to a delay in crediting up to five (5) days. If there is a credit balance due you, a request for full refund may be made in writing to the address indicated on the front of the statement after the phrase "send inquiries to" or at: South Carolina Federal Credit Union, P.O. Box 190012, N. Charleston, SC 29419-9012.

You authorize us to honor any Purchase or Cash Advance you make by telephone or mail on this account. You agree that a signature is not necessary as identification in such cases. We reserve the right to refuse to honor any request for credit, to reduce your credit limit or terminate your account at any time using our sole discretion, based on changes in the economy, the Credit Union's financial condition, your creditworthiness or for any other reason not prohibited by law.

To protect you and us, the Credit Union, in its sole discretion, may place a temporary freeze on all or part of the credit available to you for new purchases or cash advances under this agreement any time the Credit Union receives a large payment (\$10,000.00 or more), by a method other than cash, certified funds or electronic transfer. In such cases, the Credit Union may freeze your credit line until payment is actually collected by us.

Terminating Authorized Users Card(s): The Company shall have sole responsibility for notifying the Credit Union in writing regarding cancellation of charging privileges of authorized user(s). The Company shall return to the Credit Union the card upon cancellation. The Company shall be responsible for any and all charges made prior to the return of the card to the Credit Union.

Limit(s) on Card Purchases and/or Cash Advances: The Credit Union shall establish and advise the Company, by separate document, of the limit (the Individual Card Limit) on the extension of credit under each account, which Individual Card Limit may be adjusted from time to time in the discretion

of the Credit Union with the approval of the Company. In addition, the Credit Union establishes a limit (the Aggregate Limit) on the extension of credit on all of the accounts. The Aggregate Limit is determined by certain rules and regulations to which the Credit Union is subject, which amount is also disclosed to you separately. The Aggregate Limit shall automatically be adjusted to reflect any changes in the applicable rules and regulations. The Credit Union shall promptly notify the Company of any such changes. In addition, the Credit Union may adjust the Aggregate Limit from time to time in the discretion of the Credit Union with the approval of the Company. The Company represents that it will not make, authorize or allow use of any Card for any purchases or cash advances which would exceed the Individual Limit for the card; and that it will not make, authorize or allow the amount of credit extended under all of the cards to exceed the Aggregate Limit. The Credit Union shall have the right to withhold any further advances of credit to an account which exceeds its Individual Limit, and to withhold any further advances of credit to any account if the amount owing on all of the accounts exceeds the Aggregate Limit.

Card(s) Are Property of Credit Union and Cancellation: All Cards shall remain the property of the Credit Union and are not assignable or transferable and may be canceled by the Credit Union at any time for any reason, without notice, except as required by law. Such cancellation shall in no way impair existing obligations to the Credit Union. Any and all cards must be surrendered to the Credit Union upon the Credit Union's request.

Default: The Company will be in default if: (a) you fail to pay the Payment Due by the Payment Due Date; (b) the Credit Union, in its sole discretion, feels insecure (For example: Our good faith belief that your ability to pay your account is impaired; use of your account in any manner or in any way that may expose the Credit Union to a risk of loss; etc.); (c) your ability to repay is materially reduced by a change in your employment, by an increase in your obligations, by bankruptcy or insolvency proceedings involving you, by your death, or (for community property state residents only) by a change in marital status or domicile; (d) you exceed your credit limit without our permission; (e) you have made a false or misleading statement to us in your application or otherwise; (f) you are in default under any other agreement with us; (g) if you use or authorize the use of any Card(s) to make or facilitate any illegal transaction; or (h) you fail to perform any of your other obligations under the terms of this Agreement as it may be amended from time to time. Upon default we may close your Account to future purchases and advances and, to the extent not prohibited by Governing Law, demand immediate payment of your entire Account balance, after giving you any notice and opportunity to cure the default if required by applicable law. The Credit Union's sole obligation hereunder with regard to determining and declaring an event of default is the exercise of "good faith," based on its subjective understanding of applicable facts.

Collection Costs: You agree to pay all costs incurred by the Credit Union in collecting any amounts you owe or in enforcing or protecting the Credit Union's rights under this Agreement, including attorneys' fees of not less than 20% of the unpaid balance or such greater sum as may be reasonable, and also those costs, expenses and attorneys' fees incurred in any appellate, bankruptcy and post-judgment proceedings, except as limited or prohibited by applicable law.

Fees: The first five cards issued are at no fee, the Company shall pay a card fee of \$5.00 for each additional card issued pursuant to this Agreement. Said amount may be increased from time to time by the Credit Union upon prior written notice to the Company. **Exceeding Your Credit Limit Fee.** The Credit Union will charge your account an over the credit limit fee of \$30.00 for each billing period in which your new Balance exceeds your credit limit. This fee may be added to your account balance, or collected from you on demand. **Late Payment Fee.** The Credit Union will charge your account a late payment fee of \$30.00 for each billing period in which your minimum payment is not received within five (5) days of your payment due date. This fee may be added to your account balance, or collected from you on demand. **Returned Payment or Insufficient Funds Fee.** The Credit Union will charge your account a \$35.00 fee if your payment by any method, including check, electronic transfer, home banking transaction or otherwise, is not honored, collected by us, or if we

must return it to you because it cannot be processed for any reason. This fee may be added to your account balance, or collected from you on demand. **Charge for Copies, Research and Card Replacement.** If you ask for a copy of any document, such as a sales slip, Convenience Check, or billing statement, a charge of \$20.00 per hour may be imposed for the time it takes to research and locate the document. In addition, a copying fee of \$5.00 per copy will be imposed. However, no charge will be imposed in connection with any actual or asserted billing error. We will charge a \$5.00 per card fee to replace a lost card. **Card Recovery Fee.** A card recovery fee of \$75.00 will be charged if you or any authorized users continues to use the card(s) after we mail you notice of termination of this Agreement; or you notify us of any account or card termination.

In addition to the fees above, the Visa Platinum Plus cards are assessed an annual fee of \$35.00 per card issued.

Financial Information: Unless otherwise specifically agreed in writing by the Credit Union, the Company shall furnish the Credit Union with an annual financial statement at the end of each year; and/or shall furnish such other information as the Credit Union may reasonably request from time to time within 15-days from the date of any such request.

Commercial Use Only: No charges or cash advances may be incurred for personal family household purposes. The Company shall so advise each authorized user.

Monthly Payments: The Credit Union shall provide the Company with a statement showing all charges and appropriate billing data regarding all fees relating to employee Business Cards. The Company will pay to the Credit Union within 25 days from billing cycle closing date indicated on each statement, an amount at least equal to 2.5% or \$10 whichever is greater. Balances under \$10 must be paid in full. The new balance shown on such statement and any minimum payment billed in prior statements shown as past due which will be included in the minimum payment due amount on the statement.

Finance Charges:

Your card was established as:

Variable Rate Formula / Annual Percentage Rate ("APR"). Your Annual Percentage Rate for Purchases, Balance Transfers, and Cash Advances may vary (except during the introductory period with respect to Purchases and Balance Transfers). The Purchase Annual Percentage Rate includes Balance Transfers after the introductory period. The Credit Union may adjust the rate once each month at the start of your monthly billing period. The formula for calculating a change in this interest is as follows: we will add a margin to the Prime Rate as correctly published in the Wall Street Journal on the last publication date of the calendar month that ends within the billing cycle. On _____, the Prime Rate was _____. The margin will be between 2-5% depending on your credit limit and/or creditworthiness. Any increase in the APR will result in an increase in the periodic payments required. The monthly periodic rate will appear on your credit card statement.

Fixed Rate / Annual Percentage Rate. Your fixed Annual Percentage Rate for Purchases, Balance Transfers, and Cash Advances (except during the introductory period with respect to Purchases and Balance Transfers) is _____. The monthly periodic rate will appear on your credit card statement. The Purchase Annual Percentage Rate includes Balance Transfers after the introductory period. The method used to determine your account Annual Percentage Rate is on file at the credit union.

You can avoid a Finance Charge on purchases by paying the full amount of the New Balance of Purchases each month within 25 days of your statement closing date. Otherwise, the New Balance of Purchases, and subsequent purchases from the date they are posted to the account, will be subject to a Finance Charge. Cash advances are always subject to a Finance Charge from the date they are posted to the account. The Finance Charge (interest) is calculated on the average daily principal balances of purchases and cash advances of the account. The principal balances of purchases and cash advances are determined each day during the statement period, beginning with the principal portion of your Previous Balances, reduced by payments made and credits applied, and increased by purchases and cash advances made and debit adjustments made during the statement period. The daily principal balances are totaled, and divided by the number of days in the statement period, to produce separate average daily principal balances and cash advances to which the periodic rate is then applied. If a payment is not paid on or before the 5th day after its due date, a \$30.00 late fee will be charged. The business owner will have the option to pay off this balance in full with a reduced break point rate. The break point rate is determined by the following chart:

Balances of \$5,001 to \$10,000	Reduction of .25% off card rate
Balances of \$10,001 or greater	Reduction of .50% off card rate

Promotional Finance Charges. From time to time and in our sole discretion we may offer a special rate applicable to certain transactions such as particular purchases (as defined by us), balance transfers, cash advances or purchases made by using Convenience Checks. The promotional rate will apply only to the transactions and for the period of time set forth in any such offer from us. Existing balances and new purchases or advances not expressly subject to any such promotion will remain governed by the terms and conditions of this Agreement. In addition, the terms and conditions of this Agreement will govern your obligations regarding any unpaid balance or transactions that are made subject to any such promotional offer, that are not fully paid within the time period set forth in such promotional offer.

Changing This Agreement: Credit Union may change the terms of this Agreement, including the Annual Percentage Rate, at any time. Except where limited by applicable law, the new terms, including, but not limited to, increasing the finance charge or the way the Credit Union calculates finance charges, late charges, and the minimum payment due, will apply both to new purchases and cash advances and to the existing outstanding balance of your account as of the day of the change. In accordance with applicable law, the Credit Union will notify you of any increased charge or change by writing to you at the most recent address shown for you on the Credit Union's records.

Delay in Enforcement/Waivers: The Credit Union may delay or waive enforcement of any of the provisions of this Agreement, including any agreement to make timely payments, without losing its right to enforce the same provision later or any other provisions of this Agreement. You waive the right to receive notice of any waiver or delay or presentment, demand, protest or dishonor. You also waive any applicable statute of limitations to the full extent permitted by law and any right you may otherwise have to require the Credit Union to proceed against any person before suing you to collect. You understand that the Credit Union will not be liable for a merchant's or other parties' refusal to honor your Card whether due to an error by the Credit Union, the merchant, the Credit Union's authorized agent, or other third party.

Change of Name or Address: You will notify immediately the Credit Union in writing if your Company name or Company address changes for this account, or the Company's or any Guarantors' financial status changes detrimentally.

Additional Terms of Agreement: To the extent not prohibited by applicable law, the terms, interpretation and enforcement of any claim or dispute arising under this Agreement, as well as all parties' rights and duties, will be governed by **South Carolina** law regardless of where you may reside or use your account. Further, this Agreement is the contract which governs all transactions on your Account even though sales, cash advances, credit or other slips may contain different terms. You may not transfer or assign your account or any card to any other person without the Credit Union's written permission. The Credit Union may assign or transfer this Account, your Account balance, or this Agreement to another person, who will have all of our rights hereunder. This Agreement is binding on your heirs and legal representatives. **If any law or judicial ruling makes any part, provision, sentence or section of this Agreement unenforceable, the remainder will continue in full force and effect.** You agree that your account will also be subject to all rules and regulations of VISA U.S.A., Inc.. If there is any conflict between this Agreement and the rules and regulations of VISA U.S.A., Inc. the rules and regulations of VISA U.S.A., Inc. will control, as applicable.

Illegal Transactions: You warrant and agree that your account and any card(s) issued, and any other access device or any related account will not be used to make or facilitate any illegal transaction(s) as determined by applicable law; and that any such use, including any such authorized use, will constitute an event of default under this Agreement. The Credit Union may decline to accept, process or pay any transaction that we believe to be illegal or unenforceable (regarding your obligation to pay us) under applicable law, including but not limited to any transaction involving or relating to any gambling activity. You agree that the Credit Union will not have any liability, responsibility or culpability whatsoever for any such use by you or any authorized user(s); or for declining to accept, process, or pay any such transaction. You further agree to indemnify and hold the Credit Union harmless from any suits, liability, damages or adverse action of any kind that results directly or indirectly from such illegal use.

Mandatory Arbitration of Disputes and Claims: Arbitration is a method of deciding disputes outside the court system. The parties agree and understand that they choose arbitration instead of litigation to resolve all claims and disputes not specifically excluded. This provision governs when and how many disputes you and we may have will be decided. Unless specifically prohibited by applicable law all disputes, claims, damages, choses in action, claims for injunctive relief or controversies arising from or relating in any way to the agreements, relationships, accounts, loans, or security agreements between you and us; the relationships which result or arise as a result of this Agreement; any rights, privileges or services you receive from us now or in the future; any claims or disputes arising in or ancillary to any bankruptcy or other insolvency proceeding; or the validity of this clause (together referred to collectively as Agreement), shall be resolved by binding arbitration by a single arbitrator chosen with the mutual consent of the parties. The arbitrator must be an attorney with more than ten (10) years experience or a retired judge. If for any reason the parties do not consent to an arbitrator within thirty (30) days from the date that notice of a claim or intent to arbitrate is provided to the other party, then an arbitrator will be selected pursuant to the Rules of the American Arbitration Association ("AAA"). This arbitration Agreement is made pursuant to a transaction in Interstate Commerce, and shall be governed by the Federal Arbitration Act ("FAA") at 9 USC § 1, et seq., as amended from time to time. It is understood and agreed that your Credit Plan Agreement(s), your Accounts, all transactions on your Accounts, and any dispute defined herein shall involve Interstate Commerce. If any dispute between us does not involve Interstate Commerce, such dispute shall be governed by the Arbitration Act for the State set forth in this Agreement, as amended from time to time, in which case all references to the FAA herein shall be to said State Act. **If the State has no Arbitration Act, then the parties will be governed by the Rules of the American Arbitration Act in any matter not involving interstate commerce.** The parties agree and understand that the arbitrator shall have all power provided by the law and this Agreement to make and enter findings of fact and determination of judgment based on the parties' Agreements and applicable law, including but not limited to the rights of possession, off-set, property rights, money damages, declaratory relief, and injunctive relief. No arbitrator shall have the

jurisdiction or authority to add to, take from, nullify or modify any of the terms of this Agreement. The arbitrator shall be bound by the facts and evidence submitted to him. Arbitration will be subject to the rules of procedure and evidence consistent with the Rules of the American Arbitration Association, and the Arbitrator will not apply federal or state rules. The decision of the arbitrator shall be final and binding and may be enforced in accordance with the terms of either the Federal or applicable State Law, except for any specific appeal right regarding a judgment under the FAA or a judgment for more than \$100,000. For these judgments, any party may appeal to a three-arbitrator panel appointed by and under the rules of the AAA. The decision of the panel will

WITH THE EXCEPTION OF THE MATTERS SPECIFICALLY ADDRESSED HEREIN, THE PARTIES AGREE AND UNDERSTAND THAT ALL DISPUTES (INCLUDING ALL LEGAL AND EQUITABLE RIGHTS AND REMEDIES) ARISING UNDER CASE LAW, STATUTORY LAW, AND ALL OTHER LAWS INCLUDING, BUT NOT LIMITED TO, ALL CONTRACT, TORT, REGULATORY, AND PROPERTY DISPUTES WILL BE SUBJECT TO BINDING ARBITRATION IN ACCORD WITH THIS AGREEMENT.

Notwithstanding anything hereunto the contrary, the Credit Union retains an option to use judicial or non-judicial relief to enforce a security agreement relating to any collateral pledged to secure the Agreements between the parties, to enforce all monetary obligations by you to the Credit Union so long as there is no dispute that is subject to mandatory arbitration, or to foreclose on any collateral securing your obligations to us by way of replevin, claim and delivery, or otherwise. The initiation and maintenance of an action for judicial relief in a court [on the foregoing terms] shall not constitute a waiver of the right of any party to compel arbitration regarding any other dispute or remedy subject to arbitration in this Agreement, including the filing of a counterclaim in any action brought by the Credit Union pursuant to this provision.

Any arbitration proceeding will take place in the federal judicial circuit where you live. If you cannot afford to pay the fees charged by the Arbitrator or any panel for an appeal as provided herein, we will consider any reasonable written request by you for us to pay the fees of the Arbitrator or Arbitration Panel. We will pay any fees or costs specifically required by applicable law. However, each party must bear the expense of that party's own attorneys, experts, and witnesses, regardless of who wins the arbitration, except to the extent that applicable law specifically requires otherwise. The rules of the AAA will be applied to any arbitration between the parties, except in the event of any inconsistency between this Agreement and the rules of the AAA, in which case this Agreement will govern. Any costs we pay in order for you to bring a proceeding hereunder are subject to being awarded to us upon a ruling or an award by the arbitrator that is favorable to the Credit Union. The AAA and other legal assistance services may be able to refer you to legal assistance from government or non-profit organizations that provide assistance to those who can show a financial need for such assistance.

Returns and Adjustments: Merchants and others who honor your Card may give credit for returns or adjustments, and they will do so by sending the Credit Union a credit slip which will be posted to your Account. If your credits and payments exceed what you owe the Credit Union, the amount will be applied against future purchases and cash advances. **Problems with a Purchase:** The Credit Union will not be responsible for any problem You or any Cardholder has with any Purchase. If there is a problem or dispute with a merchant regarding a Purchase, you must still pay all amounts to us as required by this Agreement and settle the problem or dispute directly with the merchant. We will also not be responsible if any Card is not honored by a merchant at any time and for any other problem or dispute you or any Cardholder may have with the merchant.

Charges Made in Foreign Currencies: If you incur a charge in a foreign currency or pursuant to or arising from any international transaction, the charge will be converted into a U.S. Dollar amount. For purposes of this Section, an international transaction shall include both (a) transactions initiated in a foreign country which are subsequently settled in the United States, and (b) transactions initiated in the United States but which are ultimately settled in a country outside of the United States, whether or not there is a currency conversion. VISA processing rules provide that the exchange rate between the transaction currency and the billing currency used for processing international transactions is a rate selected by VISA from the range of rates available in wholesale currency markets for the applicable central processing date, which rate may vary from the rate VISA receives, or the government-mandated rate in effect for the applicable central processing date. In addition, a fee of 1% will be assessed by VISA against the issuer of your card (the Credit Union), which is referred to as the International Transaction Fee. VISA processing rules are incorporated herein, as amended from time to time. The Credit Union will assess the International Transaction Fee to you to reimburse it for the fee it is required to pay for each of your international transactions. The converted transaction amount will be shown separately from the International Transaction Fee (1%) on your periodic billing statement.

Monthly Statement: We will send you a monthly billing statement whenever there is activity on your account. Your monthly statement will show an itemized list of current charges (Purchases and Cash Advances) and Convenience Check transactions to your account, your new balance, any Finance Charges, the minimum payment due, and the payment due date. In addition, it will show your current credit limit, payments, and credits, a summary showing your Purchases and Cash Advances, the merchant, electronic terminal or financial institution at which transactions were made, as well as other information concerning your account. Sales, Cash Advance, credit or other slips cannot be returned with any statement. You will retain a copy of such slip furnished at the time of the transaction in order to verify your monthly statement. **eStatements:** If provided electronically, statements will be (1) e-mailed to you as an attachment; or (2) you will be sent a notice via e-mail that will direct you to a site we maintain or cause to be maintained where you may access, review, print and otherwise copy / download your periodic statements using procedures that we authorize. E-mails from us will be sent to the e-mail address provided by any owner.

Access to Account Information: You agree that all borrowers and authorized users will have access to information regarding transactions on your account, including but not limited to purchases and cash advances, account balances, account history, payments and other information relating to or arising with regard to this account or any transaction.

THE FOLLOWING APPLIES ONLY TO WISCONSIN BORROWERS - NOTICE TO MARRIED APPLICANTS - No provision of a marital property agreement, a unilateral statement under Wis. Stat. Sec. 766.59 or a court decree under Wis. Stat. Sec. 766.70 adversely affects the interests of the Credit Union unless prior to the time the credit was extended, the Credit Union is furnished with a copy of the agreement, statement or decree, or has actual knowledge of the adverse provision when the obligation to the Credit Union is incurred.



SOUTH CAROLINA
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CREDIT UNION

EXHIBIT

C

BUSINESS CREDIT CARD GUARANTY AGREEMENT

This Guaranty Agreement ("Guaranty") is made by the "Guarantor(s)" indicated herein, as of the first date in the Signature Provision, on behalf of the entity indicated, in favor of South Carolina Federal Credit Union ("Credit Union").

PRELIMINARY STATEMENTS: The Credit Union has entered, or may from time to time enter, into agreements or arrangements with the Borrower indicated herein providing for credit extensions or financial accommodations to the Borrower under a Business Credit Card Agreement, whether or not secured, under which the Borrower may be indebted to the Credit Union in any manner. This Guaranty applies to all amounts owed under the Business Credit Card Agreement and is intended to cover all transactions by the Borrower and all authorized use as defined in said Agreement. Each statement herein applies to each guarantor listed individually without any consideration or affect on any other guarantors; and all Liabilities may be enforced as to any one or all Guarantors in the Credit Union's sole discretion, which shall not affect the guarantors rights to indemnification, subrogation or otherwise as to all other parties. Therefore, in consideration of the Guaranty and in order to induce the Credit Union to enter into or extend or give financial accommodation with respect to the Business Credit Card Agreement, the Guarantor agrees as follows:

Section 1. Guaranty of Payment. The Guarantor unconditionally and irrevocably guarantees to the Credit Union and its successors, endorsees, transferees and assigns, as primary obligor and not merely as surety, the punctual payment of all sums now owing or that may in the future be owing by the Borrower with respect to all future advances of credit under the Business Credit Card Agreement, when the same are due and payable, whether on demand, at stated maturity, by acceleration or otherwise, and whether for principal, interest purchase price, margin or additional payments, fees, expenses, costs of replacement transactions, indemnification or otherwise (all of the foregoing sums being the "Liabilities"). The Liabilities include, without limitation, interest accruing after the commencement of a proceeding under bankruptcy, insolvency or similar laws of any jurisdiction at the rate or rates provided in the underlying Business Credit Card Agreement, as amended from time to time. This Guaranty is a guaranty of payment and not of collection only. The Credit Union shall not be required to exhaust any right or remedy or take any action against the borrower or any other person or entity or any collateral. The Guarantor agrees that, as between the Guarantor and the Credit Union, the Liabilities may be declared to be due and payable for the purposes of this Guaranty, notwithstanding any stay, injunction or other prohibition that may prevent, delay or vitiate any declaration as regards the Borrower and that in the even of a declaration or attempted declaration, the Liabilities shall immediately become due and payable by the Guarantor for the purposes of the Guaranty.

Section 2. Guaranty Absolute. The Guarantor guarantees that the Liabilities shall be paid strictly in accordance with the terms of the Business Credit Card Agreement regardless of any law, regulation or order now or hereafter in effect of any jurisdiction affecting any of such terms or the rights of the Credit Union with respect thereto. The liability of the Guarantor under this Guaranty is absolute and conditional.



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Section 3. Guaranty Irrevocable. This Guaranty is a continuing guaranty and shall remain in full force and effect until payment in full of all Liabilities and other amounts payable under this Guaranty and until the Business Credit Card Agreement is no longer in effect after being fully paid and line of credit closed.

Section 4. Reinstatement. This Guaranty shall continue to be effective or be reinstated, as the case may be, if at any time any payment of any of the Liabilities is rescinded or must otherwise be returned by the Credit Union on the insolvency, bankruptcy or reorganization of the Borrower or otherwise, all as though the payment had not been made.

Section 5. Payments Generally. All payments shall be made in the manner, location, and currency (U.S. dollars) required by the Business Credit Card Agreement. Payments made with currencies other than U.S. dollars or from an institution domiciled outside the United States will not be credited until the funds have been collected by the Credit Union in U.S. dollars. Foreign currencies will be converted to U.S. dollars according to the current exchange rate on the date of conversion, which may differ from the rate on the date of payment. If the amount in U.S. dollars is less than the sum due to the Credit Union, the balance remaining will still be owed by the Guarantor.

Section 6. Setoff. The Guarantor agrees that, in addition to (and without limitation of) any right of setoff, statutory lien or counterclaim the Credit Union may otherwise have, the Credit Union shall be entitled, at its option, to offset balances (general or special, time or demand, provisional or final) held by it for the account of the Guarantor at any of the Credit Union's offices, in U.S. dollars or in any other currency, against any amount payable by the Guarantor under this Guaranty that is not paid when due (regardless of whether such balances are then due to the Guarantor), in which case it shall promptly notify the Guarantor thereof; provided that the Credit Union's failure to give such notice shall not affect the validity thereof.

Section 8. Amendments and Waivers. No amendment or waiver or any provision of this Guaranty, nor consent to any departure by the Guarantor there from, shall be effective unless it is in writing and signed by the Credit Union, and then the waiver or consent shall be effective only in the specific instance and for the specific purpose for which given. No failure on the part of the Credit Union to exercise, and no delay in exercising, any right under this Guaranty shall operate as a waiver or preclude any other or further exercise thereof or the exercise of any other right.

Section 9. Expenses. The Guarantor shall reimburse the Credit Union on demand for all costs, expenses and charges, including without limitation fees and charges of external legal counsel, for the Credit Union in connection with the performance or enforcement of this Guaranty. The obligations of the Guarantor under this Section shall survive the termination of this Guaranty.

Section 10. Assignment. This Guaranty shall be binding on, and shall inure to the benefit of the Guarantor, the Credit Union and their respective successors and assigns, provided that the Guarantor may not assign or transfer its rights or



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FEDERAL
CREDIT UNION**

Credit Union may assign, sell participations in or otherwise transfer its rights with respect to the Transactions and the Credit Card Agreements to any other person or entity, whom shall then become vested with all the rights granted to the Credit Union in this Guaranty or otherwise.

Section 11. Captions. The headings and captions in this Guaranty are for the convenience only and shall not affect the interpretation or construction of this Guaranty.

Section 12. Governing Law, etc. THIS GUARANTY SHALL BE GOVERNED BY THE LAW OF THE STATE OF SOUTH CAROLINA. THE GUARANTOR WAIVES ANY RIGHT THE GUARANTOR MAY HAVE TO JURY TRIAL. TO THE EXTENT THAT THE GUARANTOR HAS OR HEREAFTER MAY ACQUIRE ANY IMMUNITY FROM JURISDICTION OR ANY COURT OR FROM ANY LEGAL PROCESS (WHETHER FROM SERVICE OR NOTICE, ATTACHMENT PRIOR TO JUDGEMENT, ATTACHMENT IN AID OF EXECUTION OF A JUDGEMENT, EXECUTION OR OTHERWISE), THE GUARANTOR HEREBY IRREVOCABLY WAIVES SUCH IMMUNITY IN RESPECT OF ITS OBLIGATIONS UNDER THIS GUARANTY.

IN WITNESS WHEREOF, the Guarantor has caused this Guaranty to be executed and delivered as of the date set forth herein below:

BORROWER: THAMES HOLDINGS 7 LLC

GUARANTOR:


Richard Thames (Aug 2, 2022 19:05 EDT) Aug 2, 2022
Signature of Guarantor Date

RICHARD NATHANIEL THAMES

Print Name of Guarantor
Address:
**1040 HEAVEN DR
ST STEPHENS, SC 29479**

GUARANTOR:

Signature of Guarantor Date

Print Name of Guarantor
Address:

IMPORTANT INFORMATION

Interest Charge Calculation Methods and Computation of Average Daily Balance Subject to Interest Charge. The **Interest Charge** Calculation Method applicable to your account for Cash Advances and Credit Purchases of goods and services that you obtain through the use of your card is specified and explained below:

Explanation of Interest Charge for Cash Advance Plans and Retail Purchase Plans

Cash Advance Plans - Average Daily Balance (including current transactions). The **Interest Charge** on cash advances begins from the date you obtained the cash advance, or the first day of the billing cycle in which it is posted to your account, whichever is later. There is no grace period provided for current cycle transactions.

The **Interest Charges** for a billing cycle are computed by dividing the Annual Percentage Rate (APR) by 12 and applying to the "average daily balance" of cash advances. To get the average daily balance, we take the beginning cash balance of your account each day, add any new cash advances, and subtract any payments, credits, non-accruing fees, and unpaid Interest Charges. This gives us the average daily cash advance balance. Then we add up all the daily balances for the billing cycle and divide the total by the number of days in the billing cycle.

Retail Purchase Plans - Average Daily Balance (including current transactions). To avoid incurring an additional **Interest Charge** on the balance of purchases reflected on your monthly statement and on any new purchases appearing on your next monthly statement, you must pay the New Balance shown on your monthly statement on or before the Payment Due Date. The grace period for the New Balance of purchases extends to the Payment Due Date.

The **Interest Charges** for a billing cycle are computed by dividing the Annual Percentage Rate (APR) by 12 and applying to the "average daily balance" of retail purchase balances. To get the average daily balance, we take the beginning retail-purchase balance of your account each day, add any new purchases, and subtract any payments, credits, non-accruing fees, and unpaid Interest Charges. This gives us the average daily retail/purchase balance. Then we add up all the daily balances for the billing cycle and divide the total by the number of days in the billing cycle.

Payment Crediting and Credit Balance: Payments received at the location specified on the front of the statement after the phrase "MAKE CHECK PAYABLE TO" will be credited as of the date of receipt to the account specified on the payment coupon. Payments received at locations other than the address specified or payments that do not conform to the requirements set forth on or with the periodic statement (e.g. missing payment stub, payment envelope other than as provided with your statement, multiple checks or multiple coupons in the same envelope) may be subject to delay in crediting, but shall be credited within five days of receipt. If there is a credit balance due on your account, you may request, in writing, a full refund. Submit your request to the address indicated on the front of this statement after the phrase "SEND INQUIRY TO".

By sending your check, you are authorizing the use of the information on your check to make a one-time electronic debit from the account on which the check is drawn. This electronic debit, which may be posted to your account as early as the date your check is received, will be only for the amount of your check. The original check will be destroyed and we will retain its image in our records. If you have questions please call the customer service number on the front of this billing statement.

Closing Date: The closing date is the last day of the billing cycle; all transactions received after the closing date will appear on your next statement.

Annual Fee: If your account has been assessed an annual fee, you may avoid paying this annual fee by sending written notification of termination within 30 days following the mailing date of this bill, to the address found at the top of the first page of this bill under your financial institution's name. You may use your card(s) during this 30 day period but immediately thereafter must send your card(s), which you have cut in half, to this same address.

Negative Credit Reports: We may report information about your account to credit bureaus. Late payments, missed payments, or other defaults on your account may be reflected in your credit report.

BILLING RIGHTS SUMMARY

In Case of Errors or Inquiries About Your Bill. If you think your bill is wrong, or if you need more information about a transaction on your bill, write us on a separate sheet of paper at the address indicated on the front of this statement after the phrase "Send Inquiries To" as soon as possible. We must hear from you no later than 60 days after we sent you the first bill on which the error or problem appeared. You can telephone us, but doing so will not preserve your rights.

In your letter, give us the following information:

- Your name and account number
- The dollar amount of the suspected error
- Describe the error and explain, if you can, why you believe there is an error. If you need more information, describe the item you are unsure about.

You do not have to pay any amount in question while we are investigating, but you are still obligated to pay the parts of your bill that are not in question. While we investigate your question we cannot report you as delinquent or take any action to collect the amount you question.

Special Rule For Credit Card Purchases

If you have a problem with the quality of goods or services that you purchased with a credit card, and you have tried in good faith to correct the problem with the merchant, you may not have to pay the remaining amount due on the goods or services. You have this protection only when the purchase price was more than \$50.00 and the purchase was made in your home state or within 100 miles of your mailing address. (If we own or operate the merchant, or if we mailed you the advertisement for the goods or services, all purchases are covered regardless of amount or location of purchase).

Report a Lost or Stolen Card Immediately: Please notify South Carolina Federal immediately if your Card is lost or stolen. You may telephone our Card Service Center at 1-855-325-0904 or 1-571-526-3514. You may also contact South Carolina Federal directly at 1-800-845-0432 to report the loss, theft or possible unauthorized use of the Card. You may be liable for the unauthorized use of the Card, but you will not be liable for unauthorized use that occurs after you notify South Carolina Federal, verbally or in writing, of the loss, theft or possible unauthorized use of your Card. In any case, your liability for unauthorized use of the Card will not exceed \$50. Do not use your account after you report a lost or stolen card.

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Account Name: THAMES HOLDINGS 7

Account Number Ending In: [REDACTED]

Reward Summary	
Beginning Points	0
Points Earned	0
Points Redeemed	0
Points Expired	0
New Points Balance	0
Points Expiring First of Next Month	0

Important Information

THANK YOU FOR CHOOSING SOUTH CAROLINA FEDERAL FOR YOUR CREDIT CARD NEEDS.

YOUR ACCOUNT IS 60 DAYS PAST DUE. PLEASE PAY \$0.00 IMMEDIATELY. PLEASE CALL US AT 855-325-0904.

YOUR ACCOUNT IS OVER THE CREDIT LIMIT IN THE AMOUNT OF \$0.00.
PLEASE REMIT PAYMENT IMMEDIATELY.

POINTS BALANCE IS NOT UPDATED BASED ON STATEMENT CYCLE BUT ARE BASED ON THE CALENDAR MONTH.
PLEASE CHECK YOUR ONLINE UCHOOSE REWARDS ACCOUNT FOR YOUR MOST CURRENT BALANCE.

Finance Charges			
Type of Balance	Annual Percentage Rate (APR)	Balance Subject To Interest Rate	Interest Charge
Purchases	15.50% (v)	\$0.00	\$0.00
Cash Advance	15.50% (v)	\$0.00	\$0.00
Balance Transfer	15.50% (v)	\$0.00	\$0.00
2.9% Purchase Intro Promotion	15.50% (v)	\$0.00	\$0.00

(v) = variable rate

2023 Total Year-to-Date	
Total fees charged in 2023	\$120.00
Total interest charged in 2023	\$5,929.09



Corporate Account Name: THAMES HOLDINGS 7
Account Name: THAMES HOLDINGS 7

Corporate Number: [REDACTED]
Account Ending In: [REDACTED]

Corporate Account Summary

Previous Account Balance	\$50,530.60	Statement Closing Date	12/07/2023
Payments and Credits	\$0.00	Days This Period	30
Purchases and Debits	\$0.00	Credit Limit	\$50,000.00
Cash Advances	\$0.00	Available Credit	\$0.00
Fees	\$30.00	Cash Limit	\$50,000.00
Finance Charges	\$644.16	Available Cash	\$0.00
New Ending Balance	\$51,204.76		
		Payment Due Date	01/04/2024
Total Amount of Disputes	\$0.00	Past Due	\$2,563.00
		Payment Amount Due	\$5,048.76

Questions? View your account information online at www.scfederal.org or call our Customer Service Center toll free at 1-855-325-0904 or 1-571-526-3514.

Send Billing Inquiries and Correspondence to:
P.O. Box 2087, Omaha, NE 68103-2087

Mail Payments to: P.O. Box 2711, Omaha, NE 68103-2711

South Carolina Federal Credit Union
P.O. Box 190012
N. Charleston SC 29419-9012



Account Ending In [REDACTED]
Payment Due Date 01/04/2024
New Balance \$51,204.76
Past Due Amount \$2,563.00
Minimum Payment Due \$5,048.76

Make Check Payable To: \$

THAMES HOLDINGS 7
1040 HEAVEN DR
SAINT STEPHEN SC 29479

South Carolina Federal Credit Union
P.O. Box 2711
Omaha NE 68103-2711



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IMPORTANT INFORMATION

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The **Interest Charges** for a billing cycle are computed by dividing the Annual Percentage Rate (APR) by 12 and applying to the "average daily balance" of cash advances. To get the average daily balance, we take the beginning cash balance of your account each day, add any new cash advances, and subtract any payments, credits, non-accruing fees, and unpaid Interest Charges. This gives us the average daily cash advance balance. Then we add up all the daily balances for the billing cycle and divide the total by the number of days in the billing cycle.

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By sending your check, you are authorizing the use of the information on your check to make a one-time electronic debit from the account on which the check is drawn. This electronic debit, which may be posted to your account as early as the date your check is received, will be only for the amount of your check. The original check will be destroyed and we will retain its image in our records. If you have questions please call the customer service number on the front of this billing statement.

Closing Date: The closing date is the last day of the billing cycle; all transactions received after the closing date will appear on your next statement.

Annual Fee: If your account has been assessed an annual fee, you may avoid paying this annual fee by sending written notification of termination within 30 days following the mailing date of this bill, to the address found at the top of the first page of this bill under your financial institution's name. You may use your card(s) during this 30 day period but immediately thereafter must send your card(s), which you have cut in half, to this same address.

Negative Credit Reports: We may report information about your account to credit bureaus. Late payments, missed payments, or other defaults on your account may be reflected in your credit report.

BILLING RIGHTS SUMMARY

In Case of Errors or Inquiries About Your Bill. If you think your bill is wrong, or if you need more information about a transaction on your bill, write us on a separate sheet of paper at the address indicated on the front of this statement after the phrase "Send Inquiries To" as soon as possible. We must hear from you no later than 60 days after we sent you the first bill on which the error or problem appeared. You can telephone us, but doing so will not preserve your rights.

In your letter, give us the following information:

- Your name and account number
- The dollar amount of the suspected error
- Describe the error and explain, if you can, why you believe there is an error. If you need more information, describe the item you are unsure about.

You do not have to pay any amount in question while we are investigating, but you are still obligated to pay the parts of your bill that are not in question. While we investigate your question we cannot report you as delinquent or take any action to collect the amount you question.

Special Rule For Credit Card Purchases

If you have a problem with the quality of goods or services that you purchased with a credit card, and you have tried in good faith to correct the problem with the merchant, you may not have to pay the remaining amount due on the goods or services. You have this protection only when the purchase price was more than \$50.00 and the purchase was made in your home state or within 100 miles of your mailing address. (If we own or operate the merchant, or if we mailed you the advertisement for the goods or services, all purchases are covered regardless of amount or location of purchase).

Report a Lost or Stolen Card Immediately: Please notify South Carolina Federal immediately if your Card is lost or stolen. You may telephone our Card Service Center at 1-855-325-0904 or 1-571-526-3514. You may also contact South Carolina Federal directly at 1-800-845-0432 to report the loss, theft or possible unauthorized use of the Card. You may be liable for the unauthorized use of the Card, but you will not be liable for unauthorized use that occurs after you notify South Carolina Federal, verbally or in writing, of the loss, theft or possible unauthorized use of your Card. In any case, your liability for unauthorized use of the Card will not exceed \$50. Do not use your account after you report a lost or stolen card.



Account Name: THAMES HOLDINGS 7

Account Number Ending In: [REDACTED]

Reward Summary

Beginning Points	0
Points Earned	0
Points Redeemed	0
Points Expired	0
New Points Balance	0
Points Expiring First of Next Month	0

Important Information

THANK YOU FOR CHOOSING SOUTH CAROLINA FEDERAL FOR YOUR CREDIT CARD NEEDS.

YOUR ACCOUNT IS 30 DAYS PAST DUE. PLEASE PAY \$2,563.00 IMMEDIATELY. PLEASE CALL US AT 855-325-0904.

YOUR ACCOUNT IS OVER THE CREDIT LIMIT IN THE AMOUNT OF \$1,204.76.
PLEASE REMIT PAYMENT IMMEDIATELY.

POINTS BALANCE IS NOT UPDATED BASED ON STATEMENT CYCLE BUT ARE BASED ON THE CALENDAR MONTH.
PLEASE CHECK YOUR ONLINE UCHOOSE REWARDS ACCOUNT FOR YOUR MOST CURRENT BALANCE.
YOUR ACCOUNT IS CURRENTLY CLOSED.

Corporate Account Activity

THAMES HOLDINGS 7
Card Ending In [REDACTED]

Post Date	Tran Date	Reference Number	Transaction Description	\$Amount
11/09	11/09		LATE FEE	30.00
			Total Fees This Period	30.00
12/07	12/07		Interest Charge on Purchases	644.16
12/07	12/07		Interest Charge on Cash Advances	0.00
			Total Interest This Period	644.16

Finance Charges

Type of Balance	Annual Percentage Rate (APR)	Balance Subject To Interest Rate	Interest Charge
Purchases	15.50% (v)	\$49,857.75	\$644.16
Cash Advance	15.50% (v)	\$0.00	\$0.00
Balance Transfer	15.50% (v)	\$0.00	\$0.00
2.9% Purchase Intro Promotion	15.50% (v)	\$0.00	\$0.00

(v) = variable rate

2023 Total Year-to-Date

Total fees charged in 2023	\$90.00
Total interest charged in 2023	\$5,929.09



Corporate Account Name: THAMES HOLDINGS 7
Account Name: THAMES HOLDINGS 7

Corporate Number: [REDACTED]
Account Ending In: [REDACTED]

Corporate Account Summary

Previous Account Balance	\$51,941.84	Statement Closing Date	11/07/2023
Payments and Credits	\$2,548.00	Days This Period	31
Purchases and Debits	\$463.91	Credit Limit	\$50,000.00
Cash Advances	\$0.00	Available Credit	\$0.00
Fees	\$30.00	Cash Limit	\$50,000.00
Finance Charges	\$642.85	Available Cash	\$0.00
New Ending Balance	\$50,530.60		
		Payment Due Date	12/04/2023
Total Amount of Disputes	\$0.00	Past Due	\$1,299.00
		Payment Amount Due	\$3,093.60

Questions? View your account information online at www.scfederal.org or call our Customer Service Center toll free at 1-855-325-0904 or 1-571-526-3514.

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P.O. Box 2087, Omaha, NE 68103-2087

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ELECTRONICALLY FILED - 2024 May 09 11:46 AM - BERKELEY - COMMON PLEAS - CASE#2024CP0801342

South Carolina Federal Credit Union
P.O. Box 190012
N. Charleston SC 29419-9012



Account Ending In [REDACTED]
Payment Due Date 12/04/2023
New Balance \$50,530.60
Past Due Amount \$1,299.00
Minimum Payment Due \$3,093.60

Make Check Payable To: \$

THAMES HOLDINGS 7
1040 HEAVEN DR
SAINT STEPHEN SC 29479



South Carolina Federal Credit Union
P.O. Box 2711
Omaha NE 68103-2711



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In your letter, give us the following information:

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- Describe the error and explain, if you can, why you believe there is an error. If you need more information, describe the item you are unsure about.

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Account Name: THAMES HOLDINGS 7

Account Number Ending In [REDACTED]

Reward Summary

Beginning Points	0
Points Earned	0
Points Redeemed	0
Points Expired	0
New Points Balance	0
Points Expiring First of Next Month	0

Important Information

THANK YOU FOR CHOOSING SOUTH CAROLINA FEDERAL FOR YOUR CREDIT CARD NEEDS.

YOUR ACCOUNT IS OVER THE CREDIT LIMIT IN THE AMOUNT OF \$530.60.
PLEASE REMIT PAYMENT IMMEDIATELY.

A PORTION OF THE REQUIRED PAYMENT IS DUE FROM YOUR PREVIOUS STATEMENT. PLEASE PAY THE PAST DUE AMOUNT IMMEDIATELY.

POINTS BALANCE IS NOT UPDATED BASED ON STATEMENT CYCLE BUT ARE BASED ON THE CALENDAR MONTH.
PLEASE CHECK YOUR ONLINE UCHOOSE REWARDS ACCOUNT FOR YOUR MOST CURRENT BALANCE.
YOUR ACCOUNT IS CURRENTLY CLOSED.

Corporate Account Activity

THAMES HOLDINGS 7
Card Ending In [REDACTED]

Post Date	Tran Date	Reference Number	Transaction Description	\$Amount
10/11	10/11	85287728W00XVDTE6	PAYMENT THANK YOU N. CHARLESTONSC	2,548.00-
			Total Activity	2,548.00-
10/09	10/09		LATE FEE	30.00
			Total Fees This Period	30.00
11/07	11/07		Interest Charge on Purchases	642.85
11/07	11/07		Interest Charge on Cash Advances	0.00
			Total Interest This Period	642.85

Cardholder Account Activity

RICHARD N THAMES
Card Ending In 1272

Post Date	Tran Date	Reference Number	Transaction Description	Total Amount	\$Amount
				\$463.91	
10/14	10/14	12302028Z000PR0YN	MICROSOFT*MICROSOFT 36 REDMOND WA		99.99
10/20	10/20	0525958958PMK236K	ORKIN LLC 002 ATLANTA GA		363.92



Account Name: THAMES HOLDINGS 7

Account Number Ending In: [REDACTED]

Finance Charges

Type of Balance	Annual Percentage Rate (APR)	Balance Subject To Interest Rate	Interest Charge
Purchases	15.50% (v)	\$49,755.90	\$642.85
Cash Advance	15.50% (v)	\$0.00	\$0.00
Balance Transfer	15.50% (v)	\$0.00	\$0.00
2.9% Purchase Intro Promotion	15.50% (v)	\$0.00	\$0.00
(v) = variable rate			

2023 Total Year-to-Date

Total fees charged in 2023	\$60.00
Total interest charged in 2023	\$5,284.93



**SOUTH CAROLINA
FEDERAL**
CREDIT UNION™

Corporate Account Name: THAMES HOLDINGS 7
Account Name: THAMES HOLDINGS 7

Corporate Number: [REDACTED]
Account Ending In: [REDACTED]

Corporate Account Summary

Previous Account Balance	\$51,265.88	Statement Closing Date	10/07/2023
Payments and Credits	\$0.00	Days This Period	30
Purchases and Debits	\$0.00	Credit Limit	\$50,000.00
Cash Advances	\$0.00	Available Credit	\$0.00
Fees	\$30.00	Cash Limit	\$50,000.00
Finance Charges	\$645.96	Available Cash	\$0.00
New Ending Balance	\$51,941.84		
Total Amount of Disputes	\$0.00	Payment Due Date	11/04/2023
		Past Due	\$2,548.00
		Payment Amount Due	\$5,788.84

Questions? View your account information online at www.scfederal.org or call our Customer Service Center toll free at 1-855-325-0904 or 1-571-526-3514.

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N. Charleston SC 29419-9012



Account Ending In [REDACTED]
Payment Due Date 11/04/2023
New Balance \$51,941.84
Past Due Amount \$2,548.00
Minimum Payment Due \$5,788.84

Make Check Payable To: \$

THAMES HOLDINGS 7
1040 HEAVEN DR
SAINT STEPHEN SC 29479



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520534800011008500000578884000051941842

IMPORTANT INFORMATION

Interest Charge Calculation Methods and Computation of Average Daily Balance Subject to Interest Charge. The **Interest Charge** Calculation Method applicable to your account for Cash Advances and Credit Purchases of goods and services that you obtain through the use of your card is specified and explained below:

Explanation of Interest Charge for Cash Advance Plans and Retail/Purchase Plans

Cash Advance Plans - Average Daily Balance (including current transactions). The **Interest Charge** on cash advances begins from the date you obtained the cash advance, or the first day of the billing cycle in which it is posted to your account, whichever is later. There is no grace period provided for current cycle transactions.

The **Interest Charges** for a billing cycle are computed by dividing the Annual Percentage Rate (APR) by 12 and applying to the "average daily balance" of cash advances. To get the average daily balance, we take the beginning cash balance of your account each day, add any new cash advances, and subtract any payments, credits, non-accruing fees, and unpaid Interest Charges. This gives us the average daily cash advance balance. Then we add up all the daily balances for the billing cycle and divide the total by the number of days in the billing cycle.

Retail /Purchase Plans - Average Daily Balance (including current transactions). To avoid incurring an additional **Interest Charge** on the balance of purchases reflected on your monthly statement and on any new purchases appearing on your next monthly statement, you must pay the New Balance shown on your monthly statement on or before the Payment Due Date. The grace period for the New Balance of purchases extends to the Payment Due Date.

The **Interest Charges** for a billing cycle are computed by dividing the Annual Percentage Rate (APR) by 12 and applying to the "average daily balance" of retail /purchase balances. To get the average daily balance, we take the beginning retail purchase balance of your account each day, add any new purchases, and subtract any payments, credits, non-accruing fees, and unpaid Interest Charges. This gives us the average daily retail purchase balance. Then we add up all the daily balances for the billing cycle and divide the total by the number of days in the billing cycle.

Payment Crediting and Credit Balance: Payments received at the location specified on the front of the statement after the phrase "MAKE CHECK PAYABLE TO" will be credited as of the date of receipt to the account specified on the payment coupon. Payments received at locations other than the address specified or payments that do not conform to the requirements set forth on or with the periodic statement (e.g. missing payment stub, payment envelope other than as provided with your statement, multiple checks or multiple coupons in the same envelope) may be subject to delay in crediting, but shall be credited within five days of receipt. If there is a credit balance due on your account, you may request, in writing, a full refund. Submit your request to the address indicated on the front of this statement after the phrase "SEND INQUIRY TO".

By sending your check, you are authorizing the use of the information on your check to make a one-time electronic debit from the account on which the check is drawn. This electronic debit, which may be posted to your account as early as the date your check is received, will be only for the amount of your check. The original check will be destroyed and we will retain its image in our records. If you have questions please call the customer service number on the front of this billing statement.

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Negative Credit Reports: We may report information about your account to credit bureaus. Late payments, missed payments, or other defaults on your account may be reflected in your credit report.

BILLING RIGHTS SUMMARY

In Case of Errors or Inquiries About Your Bill. If you think your bill is wrong, or if you need more information about a transaction on your bill, write us on a separate sheet of paper at the address indicated on the front of this statement after the phrase "Send Inquiries To" as soon as possible. We must hear from you no later than 60 days after we sent you the first bill on which the error or problem appeared. You can telephone us, but doing so will not preserve your rights.

In your letter, give us the following information:

- Your name and account number
- The dollar amount of the suspected error
- Describe the error and explain, if you can, why you believe there is an error. If you need more information, describe the item you are unsure about.

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Special Rule For Credit Card Purchases

If you have a problem with the quality of goods or services that you purchased with a credit card, and you have tried in good faith to correct the problem with the merchant, you may not have to pay the remaining amount due on the goods or services. You have this protection only when the purchase price was more than \$50.00 and the purchase was made in your home state or within 100 miles of your mailing address. (If we own or operate the merchant, or if we mailed you the advertisement for the goods or services, all purchases are covered regardless of amount or location of purchase).

Report a Lost or Stolen Card Immediately: Please notify South Carolina Federal immediately if your Card is lost or stolen. You may telephone our Card Service Center at 1-855-325-0904 or 1-571-526-3514. You may also contact South Carolina Federal directly at 1-800-845-0432 to report the loss, theft or possible unauthorized use of the Card. You may be liable for the unauthorized use of the Card, but you will not be liable for unauthorized use that occurs after you notify South Carolina Federal, verbally or in writing, of the loss, theft or possible unauthorized use of your Card. In any case, your liability for unauthorized use of the Card will not exceed \$50. Do not use your account after you report a lost or stolen card.

O1EQ1176 - 1 - 07/12/2021



Account Name: THAMES HOLDINGS 7

Account Number Ending In: [REDACTED]

Reward Summary

Beginning Points	0
Points Earned	0
Points Redeemed	0
Points Expired	0
New Points Balance	0
Points Expiring First of Next Month	0

Important Information

THANK YOU FOR CHOOSING SOUTH CAROLINA FEDERAL FOR YOUR CREDIT CARD NEEDS.

YOUR ACCOUNT IS 30 DAYS PAST DUE. PLEASE PAY \$2,548.00 IMMEDIATELY. PLEASE CALL US AT 855-325-0904.

YOUR ACCOUNT IS OVER THE CREDIT LIMIT IN THE AMOUNT OF \$1,941.84.
PLEASE REMIT PAYMENT IMMEDIATELY.

POINTS BALANCE IS NOT UPDATED BASED ON STATEMENT CYCLE BUT ARE BASED ON THE CALENDAR MONTH.
PLEASE CHECK YOUR ONLINE UCHOOSE REWARDS ACCOUNT FOR YOUR MOST CURRENT BALANCE.

Corporate Account Activity

THAMES HOLDINGS 7
Card Ending In [REDACTED]

Post Date	Tran Date	Reference Number	Transaction Description	\$Amount
09/09	09/09		LATE FEE	30.00
			Total Fees This Period	30.00
10/07	10/07		Interest Charge on Purchases	645.96
10/07	10/07		Interest Charge on Cash Advances	0.00
			Total Interest This Period	645.96

Finance Charges

Type of Balance	Annual Percentage Rate (APR)	Balance Subject To Interest Rate	Interest Charge
Purchases	15.50% (v)	\$49,997.15	\$645.96
Cash Advance	15.50% (v)	\$0.00	\$0.00
Balance Transfer	15.50% (v)	\$0.00	\$0.00
2.9% Purchase Intro Promotion	15.50% (v)	\$0.00	\$0.00

(v) = variable rate

2023 Total Year-to-Date

Total fees charged in 2023	\$30.00
Total interest charged in 2023	\$4,642.08



**SOUTH CAROLINA
FEDERAL**
CREDIT UNION™

Corporate Account Name: THAMES HOLDINGS 7
Account Name: THAMES HOLDINGS 7

Corporate Number: [REDACTED]
Account Ending In [REDACTED]

Corporate Account Summary

Previous Account Balance	\$50,630.42	Statement Closing Date	09/07/2023
Payments and Credits	\$0.00	Days This Period	31
Purchases and Debits	\$0.00	Credit Limit	\$50,000.00
Cash Advances	\$0.00	Available Credit	\$0.00
Fees	\$0.00	Cash Limit	\$50,000.00
Finance Charges	\$635.46	Available Cash	\$0.00
New Ending Balance	\$51,265.88		
Total Amount of Disputes		Payment Due Date	10/04/2023
\$0.00		Past Due	\$1,266.00
		Payment Amount Due	\$3,813.88

Questions? View your account information online at www.scfederal.org or call our Customer Service Center toll free at 1-855-325-0904 or 1-571-526-3514.

Send Billing Inquiries and Correspondence to:
P.O. Box 2087, Omaha, NE 68103-2087

Mail Payments to: P.O. Box 2711, Omaha, NE 68103-2711

ELECTRONICALLY FILED - 2024 May 09 11:46 AM - BERKELEY - COMMON PLEAS - CASE#2024CP0801342

South Carolina Federal Credit Union
P.O. Box 190012
N. Charleston SC 29419-9012



Account Ending In [REDACTED]
Payment Due Date 10/04/2023
New Balance \$51,265.88
Past Due Amount \$1,266.00
Minimum Payment Due \$3,813.88

Make Check Payable To: \$

THAMES HOLDINGS 7
1040 HEAVEN DR
SAINT STEPHEN SC 29479



South Carolina Federal Credit Union
P.O. Box 2711
Omaha NE 68103-2711



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By sending your check, you are authorizing the use of the information on your check to make a one-time electronic debit from the account on which the check is drawn. This electronic debit, which may be posted to your account as early as the date your check is received, will be only for the amount of your check. The original check will be destroyed and we will retain its image in our records. If you have questions please call the customer service number on the front of this billing statement.

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In your letter, give us the following information:

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- The dollar amount of the suspected error
- Describe the error and explain, if you can, why you believe there is an error. If you need more information, describe the item you are unsure about.

You do not have to pay any amount in question while we are investigating, but you are still obligated to pay the parts of your bill that are not in question. While we investigate your question we cannot report you as delinquent or take any action to collect the amount you question.

Special Rule For Credit Card Purchases

If you have a problem with the quality of goods or services that you purchased with a credit card, and you have tried in good faith to correct the problem with the merchant, you may not have to pay the remaining amount due on the goods or services. You have this protection only when the purchase price was more than \$50.00 and the purchase was made in your home state or within 100 miles of your mailing address. (If we own or operate the merchant, or if we mailed you the advertisement for the goods or services, all purchases are covered regardless of amount or location of purchase).

Report a Lost or Stolen Card Immediately: Please notify South Carolina Federal immediately if your Card is lost or stolen. You may telephone our Card Service Center at 1-855-325-0904 or 1-571-526-3514. You may also contact South Carolina Federal directly at 1-800-845-0432 to report the loss, theft or possible unauthorized use of the Card. You may be liable for the unauthorized use of the Card, but you will not be liable for unauthorized use that occurs after you notify South Carolina Federal, verbally or in writing, of the loss, theft or possible unauthorized use of your Card. In any case, your liability for unauthorized use of the Card will not exceed \$50. Do not use your account after you report a lost or stolen card.

OIEQ1176 - 1 - 07 12 2021



Account Name: THAMES HOLDINGS 7

Account Number Ending In: [REDACTED]

Reward Summary

Beginning Points	0
Points Earned	0
Points Redeemed	0
Points Expired	0
New Points Balance	0
Points Expiring First of Next Month	0

Important Information

THANK YOU FOR CHOOSING SOUTH CAROLINA FEDERAL FOR YOUR CREDIT CARD NEEDS.

YOUR ACCOUNT IS OVER THE CREDIT LIMIT IN THE AMOUNT OF \$1,265.88.
PLEASE REMIT IMMEDIATELY.

A PORTION OF THE REQUIRED PAYMENT IS DUE FROM YOUR PREVIOUS STATEMENT. PLEASE PAY THE PAST DUE AMOUNT IMMEDIATELY.

POINTS BALANCE IS NOT UPDATED BASED ON STATEMENT CYCLE BUT ARE BASED ON THE CALENDAR MONTH.
PLEASE CHECK YOUR ONLINE UCHOOSE REWARDS ACCOUNT FOR YOUR MOST CURRENT BALANCE.

Corporate Account Activity

THAMES HOLDINGS 7
Card Ending In [REDACTED]

Post Date	Tran Date	Reference Number	Transaction Description	\$Amount
Total Fees This Period				0.00
09/07	09/07		Interest Charge on Purchases	635.46
09/07	09/07		Interest Charge on Cash Advances	0.00
Total Interest This Period				635.46

Finance Charges

Type of Balance	Annual Percentage Rate (APR)	Balance Subject To Interest Rate	Interest Charge
Purchases	15.25% (v)	\$49,997.15	\$635.46
Cash Advance	15.25% (v)	\$0.00	\$0.00
Balance Transfer	15.25% (v)	\$0.00	\$0.00
2.9% Purchase Intro Promotion	15.25% (v)	\$0.00	\$0.00

(v) = variable rate

2023 Total Year-to-Date

Total fees charged in 2023	\$0.00
Total interest charged in 2023	\$3,996.12



**SOUTH CAROLINA
FEDERAL**
CREDIT UNION™

Corporate Account Name: THAMES HOLDINGS 7
Account Name: THAMES HOLDINGS 7

Corporate Number: [REDACTED]
Account Ending In: [REDACTED]

Corporate Account Summary

Previous Account Balance	\$50,354.75	Statement Closing Date	08/07/2023
Payments and Credits	\$2,363.75	Days This Period	31
Purchases and Debits	\$2,006.15	Credit Limit	\$50,000.00
Cash Advances	\$0.00	Available Credit	\$0.00
Fees	\$0.00	Cash Limit	\$50,000.00
Finance Charges	\$633.27	Available Cash	\$0.00
New Ending Balance	\$50,630.42		
		Payment Due Date	09/04/2023
Total Amount of Disputes	\$0.00	Payment Amount Due	\$1,896.42

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Mail Payments to: P.O. Box 2711, Omaha, NE 68103-2711

South Carolina Federal Credit Union
P.O. Box 190012
N. Charleston SC 29419-9012



Account Ending In [REDACTED]
Payment Due Date 09/04/2023
New Balance \$50,630.42
Minimum Payment Due \$1,896.42

Make Check Payable To: \$

THAMES HOLDINGS 7
1040 HEAVEN DR
SAINT STEPHEN SC 29479

South Carolina Federal Credit Union
P.O. Box 2711
Omaha NE 68103-2711



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OIEQ1176 - 1 - 07-12-2021



Account Name: THAMES HOLDINGS 7

Account Number Ending In: [REDACTED]

Reward Summary

Beginning Points	0
Points Earned	0
Points Redeemed	0
Points Expired	0
New Points Balance	0
Points Expiring Next 90 Days	0

Important Information

THANK YOU FOR CHOOSING SOUTH CAROLINA FEDERAL FOR YOUR CREDIT CARD NEEDS.

YOUR ACCOUNT IS OVER THE CREDIT LIMIT IN THE AMOUNT OF \$630.42.
PLEASE REMIT IMMEDIATELY.

POINTS BALANCE ARE NOT UPDATED BASED ON STATEMENT CYCLE BUT ARE BASED ON THE CALENDAR MONTH.
PLEASE CHECK YOUR ONLINE UCHOOSE REWARDS ACCOUNT FOR YOUR MOST CURRENT BALANCE.

Corporate Account Activity

THAMES HOLDINGS 7
Card Ending In [REDACTED]

Post Date	Tran Date	Reference Number	Transaction Description	\$Amount
07/14	07/14	85287726300XVH4NY	PAYMENT THANK YOU N. CHARLESTONSC	1,259.00-
07/14	07/14	85287726300XVH4NY	PAYMENT THANK YOU N. CHARLESTONSC	354.75-
07/25	07/25	85287726E00XSMZG0	PAYMENT THANK YOU N. CHARLESTONSC	750.00-
Total Activity				2,363.75-
Total Fees This Period				0.00
08/07	08/07		Interest Charge on Purchases	633.27
08/07	08/07		Interest Charge on Cash Advances	0.00
Total Interest This Period				633.27

Cardholder Account Activity

RICHARD N THAMES
Card Ending In 1272

Total Amount \$2,006.15

Post Date	Tran Date	Reference Number	Transaction Description	\$Amount
07/08	07/07	52708285W8B6A6PN5	RUSSELL REID/MR JOHN KEASBEY NJ	160.65
07/14	07/14	555062963TB44JAP8	COMPLETE COMFORT AIR L MOUNT PLEASAN SC	438.00
07/19	07/19	55446416960JM249W	TAYLOR FREEZER SALES C CUMMING GA	384.71
07/19	07/19	5270828688B6A3P7Y	RUSSELL REID/MR JOHN KEASBEY NJ	196.35
07/26	07/26	55432866F613DGDMT	1165 MT PLEASANT WATER 843-884-9626 SC	388.80
07/26	07/26	85140516GS66MFDL8	ALL STATE COMPACTORS,I 8002760744 NV	234.72
07/27	07/27	52708286G8B6AT1JL	RUSSELL REID/MR JOHN KEASBEY NJ	196.35
08/04	08/04	05436846R5S9R0MSJ	WALMART.COM 8009666546 BENTONVILLE AR	6.57



Account Name: THAMES HOLDINGS 7

Account Number Ending In: [REDACTED]

Finance Charges

Type of Balance	Annual Percentage Rate (APR)	Balance Subject To Interest Rate	Interest Charge
Purchases	15.25% (v)	\$49,824.80	\$633.27
Cash Advance	15.25% (v)	\$0.00	\$0.00
Balance Transfer	15.25% (v)	\$0.00	\$0.00
2.9% Purchase Intro Promotion	15.25% (v)	\$0.00	\$0.00
(v) = variable rate			

2023 Total Year-to-Date

Total fees charged in 2023	\$0.00
Total interest charged in 2023	\$3,360.66

STATE OF SOUTH CAROLINA	)	IN THE COURT OF COMMON PLEAS
)	
COUNTY OF BERKELEY	)	CIVIL CASE NUMBER: 2024-CP-08_____
)	
SOUTH CAROLINA FEDERAL CREDIT UNION,)	
)	
Plaintiff,)	
vs.)	
)	
THAMES HOLDINGS 7 LLC and)	
RICHARD NATHANIEL THAMES)	
A/K/A RICHARD N. THAMES,)	
)	
Defendants.)	
)	

STATE OF SOUTH CAROLINA)
COUNTY OF CHARLESTON)
CORPORATE VERIFICATION OF ACCOUNT

PERSONALLY appeared before me the undersigned affiant, who, being duly sworn, deposes and says that she is an agent of Plaintiff named herein, and that she is familiar with the transactions and facts stated in the above pleadings; that she has read the said pleadings; that the facts therein stated are true, except those matters stated on information and belief, and as to those, she believes them to be true; that Plaintiff is a credit union and it is necessary for deponent to make this verification on its behalf.

The undersigned affiant, the agent of the Plaintiff, does hereby verify that the Statement of Account attached to the Complaint and made a part hereof, is true and correct and that no part of the sum sued for has been paid by discount or otherwise.

SOUTH CAROLINA FEDERAL CREDIT UNION

By: Steffanie Washington
Steffanie Washington
Its: Loss Prevention Legal Specialist

SWORN to before me this
9th day of May, 2024.

Amy Rogers (LS)
Notary Public for South Carolina
My Commission Expires: 8/25/27

Richard Nathaniel Thames
PO box 412
St Stephen , Sc 29479
r_thames@aol.com
Defendant is self-represented

IN THE COURT OF COMMON PLEAS
9TH JUDICIAL CIRCUIT
STATE OF SOUTH CAROLINA
COUNTY OF BERKELEY

South carolina federal credit union,

Plaintiff,

vs.

Richard Nathaniel Thames,

Defendant(s).

ANSWER

Civil No.: 2024CP0801342

Judge:

Defendant answers Plaintiff's Complaint as follows.

RESPONSE TO ALLEGATIONS

1. Defendant denies the allegation in paragraph 1.
2. Defendant denies the allegation in paragraph 2.
3. Defendant denies the allegation in paragraph 3.
4. Defendant denies the allegation in paragraph 4.
5. Defendant denies the allegation in paragraph 5.
6. Defendant denies the allegation in paragraph 6.
7. Defendant denies the allegation in paragraph 7.
8. Defendant denies the allegation in paragraph 8.

9. Defendant denies the allegation in paragraph 9.
10. Defendant denies the allegation in paragraph 10.
11. Defendant denies the allegation in paragraph 11.
12. Defendant denies the allegation in paragraph 12.
13. Defendant denies the allegation in paragraph 13.
14. Defendant denies the allegation in paragraph 14.
15. Defendant denies the allegation in paragraph 15.
16. Defendant denies the allegation in paragraph 16.
17. Defendant denies the allegation in paragraph 17.

Defendant denies each and every allegation in the Complaint that is not expressly admitted herein.

With respect to all paragraphs in which Plaintiff prays for damages or other relief, Defendant denies that Plaintiff is entitled to such relief under law.

AFFIRMATIVE DEFENSES

1. Plaintiff's claims are barred in whole or in part by the doctrines of laches, equitable estoppel, and unclean hands.
2. Plaintiff's claims are barred in whole or in part because of a failure to mitigate damages.
3. Plaintiff's claims are barred in whole or in part because Plaintiff harassed Defendant for the debt in violation of the law.
4. Plaintiff's claims are barred in whole or in part because of improper service.
5. Defendant requests that Plaintiff perform an accounting and provide Defendant with documentation that proves the amount that Defendant allegedly owes.

6. Plaintiff's claims are barred in whole or in part because the terms of the contract are unconscionable.

WHEREFORE, Defendant requests the following relief:

1. That Plaintiff's Complaint be dismissed with prejudice, and Plaintiff take nothing therefrom;
2. The Defendant recover its reasonable fees and costs incurred in defending against this lawsuit;
3. For such other and further relief as this Court may deem just and proper.

DATED June 5, 2024.

/s/ Richard Nathaniel

Thames

Richard Nathaniel Thames

Self-represented

Original of the forgoing was caused to be filed via mail on June 5, 2024 to:

IN THE COURT OF COMMON PLEAS

9th JUDICIAL CIRCUIT

P.O. Box 219

Moncks Corner SC 29461

Copy caused to be sent via mail on this day to:

Lowery, Cynthia Jordan

78 Wentworth St Po box 22828

Charleston SC 29401-1428

/s/ Richard Nathaniel

Thames

Richard Nathaniel Thames
Self-represented

P

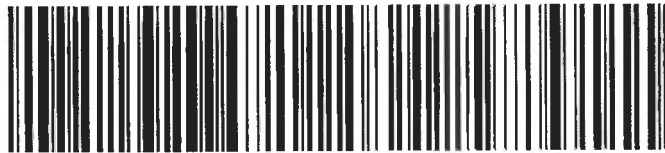
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SoloSuit Inc.
2261 Market Street #4379
San Francisco, CA 94114

Lowery, Cynthia Jordan
78 Wentworth St
PO Box 22828
Charleston, SC 29413-2828

USPS TRACKING # eVS



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STATE OF SOUTH CAROLINA)	IN THE COURT OF COMMON PLEAS
)	
COUNTY OF BERKELEY)	CIVIL CASE NUMBER: 2024-CP-08-01342
)	
SOUTH CAROLINA FEDERAL CREDIT UNION,)	
)	
)	
Plaintiff,)	
vs.)	
)	
THAMES HOLDINGS 7 LLC and)	
RICHARD NATHANIEL THAMES A/K/A)	
RICHARD N. THAMES,)	
)	
Defendants.)	
)	

MOTION FOR SUMMARY JUDGMENT

TO: RICHARD NATHANIEL THAMES A/K/A RICHARD N. THAMES:

PLEASE TAKE NOTICE that the Plaintiff, through its undersigned attorneys, will move before the presiding Judge for the Court of Common Pleas for Berkeley County, in the Berkeley County Courthouse, at 10:00 a.m. on the tenth (10th) day after service hereof, or at such other time and place as is convenient to the Court and counsel, for summary judgment pursuant to Rule 56, SCRCF, for the reasons set forth below.

1. On August 2, 2022, Defendant Richard Nathaniel Thames (“Mr. Thames”), on behalf of Thames Holdings 7 LLC (“Holdings”) as owner, as owner of Holdings, executed a credit card application requesting that South Carolina Federal Credit Union (the “Credit Union”) issue Holdings a business credit card. (Affidavit of Sonya Medlock at ¶ 5; Ex 1).

2. The Credit Union approved Holdings’ credit card application and issued a business credit card to Holdings subject to the terms of the Credit Union’s Business Credit Card Agreement (Medlock Aff. ¶ 6; Ex 2).

3. As set forth in the terms of the Business Credit Card Agreement, Holdings agreed to, among other things, make the required monthly payments, the accrual of interest at a variable rate on unpaid balances, and the Credit Union's right to accelerate the balance in the event of default (See Medlock Aff. Ex 2).

4. Under the Business Credit Card Agreement, Defendants were required to make payment of the outstanding balance and were subject to accrual of interest at a variable rate on unpaid balances, and the Credit Union had the right to accelerate the balance due in the event of default (See Medlock Aff. Ex 2).

5. In connection with the business credit card application, Mr. Thames also executed a Business Credit Card Guaranty Agreement (the "Guaranty Agreement"), pursuant to which Mr. Thames guaranteed payment of all amounts owed by Holdings under the Business Credit Card Agreement. (Medlock Aff. ¶ 7).

6. The Defendants defaulted under the Business Credit Card Agreement and Guaranty Agreement by failing to make the monthly payments on the business credit card account, and as a result of this default, the Credit Union accelerated the account balance. (Medlock Aff. ¶ 8). As of December 28, 2023, the full amount due and payable under the Business Credit Card Agreement was \$51,234.76, plus interest thereafter at a rate of 15.50%. (Medlock Aff. ¶ 9, Ex. 3).

7. A party is entitled to summary judgment where "the pleadings, depositions, answers to interrogatories, and admissions on file, together with the affidavits, if any, show that there is no genuine issue as to any material fact and that the moving party is entitled to a judgment as a matter of law." Rule 56(c), SCRCP. A party opposing a motion for summary judgment may not rest on the mere allegations of his pleadings, but must set forth or point to specific facts showing that there

is a genuine issue of material fact. See Rule 56(e), SCRCPP; accord *Strickland v. Madden*, 323 S.C. 63, 68, 448 S.E.2d 581, 584 (Ct. App. 1994)

8. Here, summary judgment is proper because (a) there is no issue of material fact as to the relevant issues—Mr. Thames has breached the terms of the Guaranty Agreement due to the failure to make the payments required under the Business Credit Card Agreement and the Guaranty Agreement, and (b) Plaintiff is entitled to judgment as a matter of law for the outstanding balance, plus all costs incurred in collecting amounts owed, including attorneys’ fees of not less than 20% of the unpaid balance or such greater sum as may be reasonable, and also costs and expense. (See *Medlock Aff. Ex. 2*, p.4 and *Ex. 3*, § 9).

WHEREFORE, the Credit Union requests that this Motion be granted and that it be allowed the following relief:

- a) That the Credit Union be granted Summary Judgment pursuant to Rule 56, SCRCPP, as to Defendant Richard Nathaniel Thames a/k/a Richard N. Thames;
- b) That the Credit Union be awarded the amounts set forth herein as well as well as its reasonable attorneys’ fees and costs pursuant to the Business Credit Card Agreement and the Guaranty Agreement;
- c) That if Summary Judgment is not granted, the Credit Union requests that the Court determine what issues of material fact must be determined by the trial of this action.

s/Reid E. Dyer
Cynthia Jordan Lowery, SC Bar # 12499
Reid E. Dyer, SC Bar # 79155
MOORE & VAN ALLEN PLLC
78 Wentworth Street
Post Office Box 22828
Charleston, SC 29413
Telephone (843) 579-7000
Attorneys for Plaintiff
South Carolina Federal Credit Union

July 18, 2024
Charleston, South Carolina

STATE OF SOUTH CAROLINA) IN THE COURT OF COMMON PLEAS
)
COUNTY OF BERKELEY) CIVIL CASE NUMBER: 2024-CP-08-01342

SOUTH CAROLINA FEDERAL CREDIT)
UNION,)
)
Plaintiff,)
vs.)
)
THAMES HOLDINGS 7 LLC and)
RICHARD NATHANIEL THAMES)
A/K/A RICHARD N. THAMES,)
)
Defendants.)
)

**AFFIDAVIT OF
SONYA MEDLOCK
IN SUPPORT OF
MOTION FOR SUMMARY
JUDGMENT**

I, Sonya Medlock, being first duly sworn depose and say that the following statements are true and correct under penalty of perjury:

1. I am a Legal Coordinator at South Carolina Federal Credit Union (the "Credit Union"). My office is located in North Charleston, SC.

2. I am familiar with the account of the Defendants in the above-captioned action, Thames Holdings 7 LLC ("Holdings") and Richard Nathaniel Thames a/k/a Richard N. Thames ("Mr. Thames"), and the events and circumstances raised in the Complaint filed in this action. The matters stated herein are of my own personal knowledge and I am competent to testify to the matters stated herein.

3. The books and records regarding Defendants' account with the Credit Union are under my supervision and control.

4. The records attached hereto are made as a part of the Credit Union's regularly conducted business activities. Further, it is the regular practice of the Credit Union to make contemporaneous records of its regularly conducted business activities.

5. On August 2, 2022, Mr. Thames executed, on behalf of Holdings as its Owner, that certain Business Credit Card Application of even date, pursuant to which Holdings and Mr. Thames requested that

a business credit card be issued by the Credit Union. A copy of the application is attached hereto as Exhibit 1.

6. The Credit Union approved the application and granted Holdings a business credit card subject to the Credit Union's Business Credit Card Agreement (the "Business Credit Card Agreement"), a copy of which is attached hereto as Exhibit 2.

7. On the same date, Mr. Thames also executed and delivered to the Credit Union that certain Business Credit Card Guaranty Agreement (the "Guaranty Agreement"), pursuant to which Mr. Thames guaranteed payment of all amounts owed by Holdings under the Business Credit Card Agreement. A copy of the Guaranty Agreement is attached hereto as Exhibit 3.

8. The terms of the Business Credit Card Agreement and the Guaranty Agreement have been breached in that no payments have been tendered since October 11, 2023, and therefore Defendants' obligations under the Business Credit Card Agreement and the Guaranty Agreement are in default, and the Credit Union has accelerated the balance of the account.

9. The full amount due and payable under the Business Credit Card Agreement and the Guaranty Agreement as of December 28, 2023, is Fifty-One Thousand Two Hundred Thirty-Four and 76/100 (\$51,234.76) Dollars, plus interest thereafter at a rate of 15.50% per annum until paid in full. The same is further evidenced by the Monthly Account Statements attached hereto as Exhibit 4.

Further Affiant sayeth naught.

This the 17th day of July, 2024.

Sonya Medlock
Sonya Medlock
Legal Coordinator

Sworn to and Subscribed to me

this, the 17th day of July, 2024.

Luinda B. Rond
Notary Public for South Carolina
My Commission Expires: 1/13/2027



**SOUTH CAROLINA
FEDERAL
CREDIT UNION**

EXHIBIT 1

BUSINESS CREDIT CARD APPLICATION

Member Number [REDACTED]	Credit Limit Requested \$50,000.00	Number of Cards Requested 1
(Check one) <input type="checkbox"/> Blue Card <input checked="" type="checkbox"/> Silver Card		

General Business Information

Business Legal Name: THAMES HOLDINGS 7 LLC
Business Physical Address (No PO Boxes) 1040 HEAVEN DR ST STEPHEN, SC 29479
Business Mailing Address: 1040 HEAVEN DR ST STEPHEN, SC 29479
Business Phone (843) 312-0051
Tax ID Number: [REDACTED]
Type of Entity (Check one) <input type="checkbox"/> Corporation <input checked="" type="checkbox"/> LLC <input type="checkbox"/> Partnership <input type="checkbox"/> Sole Prop <input type="checkbox"/> Organization <input type="checkbox"/> Association

Contact Information

Contact Name & Title: RICHARD THAMES	OWNER
Contact Email Address: R_THAMES@AOL.COM	Contact Phone Number: 843-312-0051

Owner Information

Owner 1 name and title: RICHARD NATHANIEL THAMES	OWNER
Social Security # [REDACTED]	Date of Birth [REDACTED]
Address 1040 HEAVEN DR ST STEPHEN, SC 29479	Phone # 843-312-0051
Owner 2 name and title:	
Social Security #	Date of Birth
Address	Phone #

Guarantor Information


Guarantor 1 name and title: RICHARD NATHANIEL THAMES	
Social Security # [REDACTED]	Date of Birth [REDACTED]
Address 1040 HEAVEN DR ST STEPHEN, SC 29479	Phone # 843-312-0051
Guarantor 2 name and title:	
Social Security #	Date of Birth
Address	Phone #

Company Admin name: RICHARD NATHANIEL THAMES	Security Code Contact Center use: [REDACTED]
--	--

AUTHORIZED USER(S): For additional authorized users attach a separate piece of paper	
Name Embossed on Card (maximum of 20 Characters)	
Name: RICHARD N THAMES	Card Limit: \$50,000.00
DOB: [REDACTED]	SSN: [REDACTED]
Name:	Card Limit:
DOB:	SSN:
Name:	Card Limit:
DOB:	SSN:
Name:	Card Limit:
DOB:	SSN:

ADDITIONAL INFORMATION TO BE EMBOSSED ON CARD:	
THAMES HOLDINGS 7	Line two (Business Name)

By returning this application to South Carolina Federal Credit Union, the undersigned individually and on behalf of the entity indicated herein promises that everything stated herein is correct to the best of my/our knowledge. The undersigned authorizes the Credit Union to obtain credit reports as to the entity and the undersigned in connection with this application for credit and for any update, renewal or extension of the credit received. I/we understand that the Credit Union will rely on both the representations I/we make in this application and the contents of any credit report it obtains when deciding whether to grant the credit requested. I/we agree to immediately notify the Credit Union of changes to any of the information provided in this application. I/we agree that my/our account will be subject to the terms and conditions of all applicable Credit Card Agreements that will accompany any Card(s) when issued; and that a photocopy or facsimile of this application shall be as binding as the original.

By:  Date: Aug 2, 2022
Richard Thames (Aug 2, 2022 19:09 EDT)
RICHARD N THAMES
 Authorized company representative

TO BE COMPLETED BY CREDIT UNION	
Business CC disclosure completed? <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO	Date: <u>8/2/2022</u>
Approving Officer's Initials: <u>RLB</u>	Variable Rate: Prime Plus <u>7.00%</u>
Credit Limit: <u>\$50,000.00</u>	Number of Cards <u>1</u>
RS/BSO Initials <u>RTV</u>	Finance Initials _____



SOUTH CAROLINA
FEDERAL
CREDIT UNION

EXHIBIT
2

BUSINESS CREDIT CARD AGREEMENT

BINDING ARBITRATION: EXCEPT AS SPECIFICALLY PROVIDED HEREIN, THIS ARBITRATION PROVISION SUBSTANTIALLY LIMITS YOUR RIGHT TO BRING A LEGAL ACTION IN A JUDICIAL FORUM (EXCEPT FOR MATTERS THAT MAY BE BROUGHT IN SMALL CLAIMS COURT AS SET FORTH HEREIN).

PLEASE READ THIS SECTION CAREFULLY. THE PARTIES WILL NOT HAVE A RIGHT TO HAVE A JUDGE OR JURY DECIDE ANY CLAIM OR DISPUTE, AND THE ABILITY TO APPEAL IS LIMITED IN AN ARBITRATED MATTER HEREUNDER. ANY DISPUTES WILL BE DECIDED BY A NEUTRAL ARBITRATOR. FURTHER, NEITHER PARTY NOR ANYONE ON THEIR BEHALF CAN PURSUE ANY CLAIM OR DISPUTE IN ANY CLASS OR REPRESENTATIVE CAPACITY. IT IS THE INTENT OF THE PARTIES HERETO TO PROVIDE A FUNDAMENTALLY FAIR AND LESS COSTLY FORUM TO ADDRESS ANY DISPUTES BETWEEN THE PARTIES, AND THE PARTIES SPECIFICALLY AGREE TO THIS ALTERNATIVE METHOD OF DISPUTE RESOLUTION AS AN INTEGRAL PART OF THE RELATIONSHIP BETWEEN THE PARTIES. REFER TO

THIS IS YOUR AGREEMENT AND DISCLOSURE STATEMENT WITH South Carolina Federal Credit Union. PLEASE READ IT CAREFULLY AND KEEP IT FOR YOUR RECORDS. IT SUPERSEDES ALL PRIOR AGREEMENTS AND DISCLOSURE STATEMENTS RELATING TO YOUR ACCOUNT. YOU DO NOT HAVE TO SIGN THIS AGREEMENT. YOUR AGREEMENT TO ALL OF THESE PROVISIONS, AS AMENDED FROM TIME TO TIME INCLUDING THE CARD ISSUED BY US, WILL BE SHOWN BY YOUR APPLICATION FOR THE CARD, YOUR ACCEPTANCE OF THE CARD, OR YOUR USE OF THE CARD, WHICHEVER OCCURS FIRST.

Definitions. In this Agreement, the word "Card" or "Business Card" means either one or more VISA® credit cards and any duplicates, renewals or substitutions we issue to the borrower or to any designated authorized user(s). The words, "Company," "you," "your," and "yours" mean the borrower and all cardholders (borrowers, co-borrowers and or guarantors); anyone any borrower or cardholder permits to use the Card(s); as well as any authorized user for whom an additional Card(s) is issued to the extent of their purchases and cash advances, as well as transactions by anyone they permit to use the Card(s). The word "cardholder" means any borrower as well as any person the borrower designates as a cardholder. The words "Credit Union," "we," "us," and "our" mean **South Carolina Federal Credit Union.**

ELECTRONICALLY FILED - 2024 Jul 18 9:11 AM - BERKELEY - COMMON PLEAS - CASE#2024CP0801342

Pledge Of Shares And Security Interest.

BY SIGNING AN APPLICATION, ACCEPTANCE OR AUTHORIZED USE OF ANY CREDIT CARDS, YOU GRANT AND PLEDGE A CONSENSUAL LIEN TO US ON ALL SHARES TO SECURE PAYMENT OF YOUR OBLIGATIONS ON THIS ACCOUNT. IN ADDITION, YOU ACKNOWLEDGE OUR STATUTORY LIEN RIGHTS UNDER THE FEDERAL CREDIT UNION ACT; YOU AGREE THAT SUCH A LIEN IS IMPRESSED AS OF THE DATE THAT THIS ACCOUNT IS OPENED; AND YOU AGREE THAT WE CAN APPLY THE SHARES PLEDGED AT THE TIME OF ANY DEFAULT ON THIS ACCOUNT WITHOUT FURTHER NOTICE. "Shares" for the purpose of your pledge to secure your obligations to the Credit Union means all deposits in any share savings, share draft, club, certificate, or other account(s) of the borrower or any guarantor, whether jointly or individually held -- regardless of contributions, that you have on deposit now or in the future.

Security Agreement: *"Non-Purchase-Money Security Interests:"* Payments on your Account are secured by any security interest in any property securing your other obligations to the Credit Union, whether existing now or in the future, except your household goods and your primary residence. *"Purchase-Money Security Interests:"* You hereby grant Credit Union security interest in all property purchased/acquired by you or any authorized user pursuant to the use of this Account, including a purchase-money security interest in any household goods purchased/acquired with an extension of credit upon this Account. These Purchase-Money Security Interests shall secure faithful performance of all obligations arising under this Agreement; and the Credit Union shall have all of the rights of a secured party in accordance with Article Nine of the Uniform Commercial Code and/or other applicable law.

How to Use this Account: All cards issued must be signed in order to use any card. You can purchase or lease goods and services ("Purchases") from any merchant who honors your Card up to your maximum credit limit for your Card (not to exceed the aggregate account limit) by presenting your Card and signing a sales slip for the amount of the Purchase. You may also use the Card to obtain cash up to your maximum credit limit from financial institutions that accept the VISA credit card. You agree not to present your Card or obtain a Cash Advance for any extension of credit in excess of your available Credit Limit (card limit and/or aggregate account limit). Certain purchases and cash advances require authorization prior to completion of the transaction. In some cases, you may be asked to provide identification. If our system is not working, we may not be able to authorize a transaction, even though you have sufficient credit available. Also, for security reasons, we may block the use of your Card in certain countries or geographic areas. We will have no liability to you or others if any of these events occur.

ATM Access: If you have received a personal identification number (PIN), you may use your Card and PIN to obtain Cash Advances at any Automatic Teller Machine ("ATM") that accepts your Card. Your PIN is confidential and should not be disclosed to anyone. You agree not to write your PIN on your Card, you will not keep your Card and PIN together, and you will not provide your PIN to anyone who is not an authorized user. Except as otherwise provided in this agreement, advances through ATM access will be treated as Cash Advances under this Agreement. Advances at authorized ATMs are limited to a total of \$500.00 per card during any 24-hour period. The total of all cash advances on your Visa Account and any withdrawals from your other accounts through an ATM in any 24-hour period may be combined for the purpose of this limitation. Although we do not charge a fee for this service, others may. **Owners of ATMs that we do not own may charge fees in addition to any fees disclosed in this Agreement. This is not a fee charged by your Credit Union; however, any such fee will be added to your account. The party charging the fee is required to provide appropriate disclosures to you with regard to any such fees.**

Term and Termination: Unless canceled by the Credit Union, each Business Card shall be in force for the term stated thereon. Within 45 days of the scheduled expiration date of a Business Card, Company or Designated Employee shall notify the Credit Union if the Business Card should not be renewed. In the absence of such notification, the Credit Union may renew the Business Card for such term as the new card shall state when issued. The Credit Union shall have the right to terminate this Agreement, effective immediately, upon any material breach or violation of any obligation contained

in this agreement by the Company or any authorized user or guarantor. Without limiting the foregoing, the Credit Union has the right to terminate your line of credit and to demand the return of all cards and other access devices if the Credit Union, in its sole discretion, feels that it is insecure for any reason whatsoever; including but not limited to mismanagement of your account, failing to safeguard any access device, creation of any credit balances by you that may increase the risk of loss or exposure of the Credit Union or failing to cooperate with the Credit Union or others with regard to any claim of unauthorized use or any other defense to payment under applicable law. Upon termination by you or us, all amounts owed pursuant to the terms of this Agreement are due and payable in full.

Payment and Notice in the Case of Lost or Stolen Card(s): Company shall be liable for any and all authorized charges and cash advances made with any and all of the cards we issue and/or renew under this agreement and shall pay same together with any finance charges, expenses or other charges accrued. Unauthorized use is any use by an individual other than an authorized user without the knowledge or consent of Company or an authorized user to whom a card was issued. If Company or an authorized user believes that the Card has been lost or stolen, the credit union must be notified promptly at (800) 449-7728 or PSCU Service Center, Inc, P.O. Box 31216, Tampa FL 33631.

The Credit Union can accept late or partial payments as well as payments that are marked with "paid in full" or other restrictive endorsements, without losing any of our rights under this Agreement. If you pay more than the Minimum Payment Due, we will allocate the excess amount to your account balance at our discretion, unless you tell us otherwise. You must pay the Credit Union in U.S. dollars drawn on funds on deposit in the United States. If you make payment with other currencies or from an institution domiciled outside the United States, then your payment will not be credited until the funds have been collected by us in U.S. dollars. The Credit Union will determine the method of applying payments and credits to your account.

Payment crediting, credit balances, payments received at locations other than the address listed on the front of the statement may be subject to a delay in crediting up to five (5) days. If there is a credit balance due you, a request for full refund may be made in writing to the address indicated on the front of the statement after the phrase "send inquiries to" or at: South Carolina Federal Credit Union, P.O. Box 190012, N. Charleston, SC 29419-9012.

You authorize us to honor any Purchase or Cash Advance you make by telephone or mail on this account. You agree that a signature is not necessary as identification in such cases. We reserve the right to refuse to honor any request for credit, to reduce your credit limit or terminate your account at any time using our sole discretion, based on changes in the economy, the Credit Union's financial condition, your creditworthiness or for any other reason not prohibited by law.

To protect you and us, the Credit Union, in its sole discretion, may place a temporary freeze on all or part of the credit available to you for new purchases or cash advances under this agreement any time the Credit Union receives a large payment (\$10,000.00 or more), by a method other than cash, certified funds or electronic transfer. In such cases, the Credit Union may freeze your credit line until payment is actually collected by us.

Terminating Authorized Users Card(s): The Company shall have sole responsibility for notifying the Credit Union in writing regarding cancellation of charging privileges of authorized user(s). The Company shall return to the Credit Union the card upon cancellation. The Company shall be responsible for any and all charges made prior to the return of the card to the Credit Union.

Limit(s) on Card Purchases and/or Cash Advances: The Credit Union shall establish and advise the Company, by separate document, of the limit (the Individual Card Limit) on the extension of credit under each account, which Individual Card Limit may be adjusted from time to time in the discretion

of the Credit Union with the approval of the Company. In addition, the Credit Union establishes a limit (the Aggregate Limit) on the extension of credit on all of the accounts. The Aggregate Limit is determined by certain rules and regulations to which the Credit Union is subject, which amount is also disclosed to you separately. The Aggregate Limit shall automatically be adjusted to reflect any changes in the applicable rules and regulations. The Credit Union shall promptly notify the Company of any such changes. In addition, the Credit Union may adjust the Aggregate Limit from time to time in the discretion of the Credit Union with the approval of the Company. The Company represents that it will not make, authorize or allow use of any Card for any purchases or cash advances which would exceed the Individual Limit for the card; and that it will not make, authorize or allow the amount of credit extended under all of the cards to exceed the Aggregate Limit. The Credit Union shall have the right to withhold any further advances of credit to an account which exceeds its Individual Limit, and to withhold any further advances of credit to any account if the amount owing on all of the accounts exceeds the Aggregate Limit.

Card(s) Are Property of Credit Union and Cancellation: All Cards shall remain the property of the Credit Union and are not assignable or transferable and may be canceled by the Credit Union at any time for any reason, without notice, except as required by law. Such cancellation shall in no way impair existing obligations to the Credit Union. Any and all cards must be surrendered to the Credit Union upon the Credit Union's request.

Default: The Company will be in default if: (a) you fail to pay the Payment Due by the Payment Due Date; (b) the Credit Union, in its sole discretion, feels insecure (For example: Our good faith belief that your ability to pay your account is impaired; use of your account in any manner or in any way that may expose the Credit Union to a risk of loss; etc.); (c) your ability to repay is materially reduced by a change in your employment, by an increase in your obligations, by bankruptcy or insolvency proceedings involving you, by your death, or (for community property state residents only) by a change in marital status or domicile; (d) you exceed your credit limit without our permission; (e) you have made a false or misleading statement to us in your application or otherwise; (f) you are in default under any other agreement with us; (g) if you use or authorize the use of any Card(s) to make or facilitate any illegal transaction; or (h) you fail to perform any of your other obligations under the terms of this Agreement as it may be amended from time to time. Upon default we may close your Account to future purchases and advances and, to the extent not prohibited by Governing Law, demand immediate payment of your entire Account balance, after giving you any notice and opportunity to cure the default if required by applicable law. The Credit Union's sole obligation hereunder with regard to determining and declaring an event of default is the exercise of "good faith," based on its subjective understanding of applicable facts.

Collection Costs: You agree to pay all costs incurred by the Credit Union in collecting any amounts you owe or in enforcing or protecting the Credit Union's rights under this Agreement, including attorneys' fees of not less than 20% of the unpaid balance or such greater sum as may be reasonable, and also those costs, expenses and attorneys' fees incurred in any appellate, bankruptcy and post-judgment proceedings, except as limited or prohibited by applicable law.

Fees: The first five cards issued are at no fee, the Company shall pay a card fee of \$5.00 for each additional card issued pursuant to this Agreement. Said amount may be increased from time to time by the Credit Union upon prior written notice to the Company. **Exceeding Your Credit Limit Fee.** The Credit Union will charge your account an over the credit limit fee of \$30.00 for each billing period in which your new Balance exceeds your credit limit. This fee may be added to your account balance, or collected from you on demand. **Late Payment Fee.** The Credit Union will charge your account a late payment fee of \$30.00 for each billing period in which your minimum payment is not received within five (5) days of your payment due date. This fee may be added to your account balance, or collected from you on demand. **Returned Payment or Insufficient Funds Fee.** The Credit Union will charge your account a \$35.00 fee if your payment by any method, including check, electronic transfer, home banking transaction or otherwise, is not honored, collected by us, or if we

must return it to you because it cannot be processed for any reason. This fee may be added to your account balance, or collected from you on demand. **Charge for Copies, Research and Card Replacement.** If you ask for a copy of any document, such as a sales slip, Convenience Check, or billing statement, a charge of \$20.00 per hour may be imposed for the time it takes to research and locate the document. In addition, a copying fee of \$5.00 per copy will be imposed. However, no charge will be imposed in connection with any actual or asserted billing error. We will charge a \$5.00 per card fee to replace a lost card. **Card Recovery Fee.** A card recovery fee of \$75.00 will be charged if you or any authorized users continues to use the card(s) after we mail you notice of termination of this Agreement; or you notify us of any account or card termination.

In addition to the fees above, the Visa Platinum Plus cards are assessed an annual fee of \$35.00 per card issued.

Financial Information: Unless otherwise specifically agreed in writing by the Credit Union, the Company shall furnish the Credit Union with an annual financial statement at the end of each year; and/or shall furnish such other information as the Credit Union may reasonably request from time to time within 15-days from the date of any such request.

Commercial Use Only: No charges or cash advances may be incurred for personal family household purposes. The Company shall so advise each authorized user.

Monthly Payments: The Credit Union shall provide the Company with a statement showing all charges and appropriate billing data regarding all fees relating to employee Business Cards. The Company will pay to the Credit Union within 25 days from billing cycle closing date indicated on each statement, an amount at least equal to 2.5% or \$10 whichever is greater. Balances under \$10 must be paid in full. The new balance shown on such statement and any minimum payment billed in prior statements shown as past due which will be included in the minimum payment due amount on the statement.

Finance Charges:

Your card was established as:

Variable Rate Formula / Annual Percentage Rate ("APR"). Your Annual Percentage Rate for Purchases, Balance Transfers, and Cash Advances may vary (except during the introductory period with respect to Purchases and Balance Transfers). The Purchase Annual Percentage Rate includes Balance Transfers after the introductory period. The Credit Union may adjust the rate once each month at the start of your monthly billing period. The formula for calculating a change in this interest is as follows: we will add a margin to the Prime Rate as correctly published in the Wall Street Journal on the last publication date of the calendar month that ends within the billing cycle. On _____, the Prime Rate was _____. The margin will be between 2-5% depending on your credit limit and/or creditworthiness. Any increase in the APR will result in an increase in the periodic payments required. The monthly periodic rate will appear on your credit card statement.

Fixed Rate / Annual Percentage Rate. Your fixed Annual Percentage Rate for Purchases, Balance Transfers, and Cash Advances (except during the introductory period with respect to Purchases and Balance Transfers) is _____. The monthly periodic rate will appear on your credit card statement. The Purchase Annual Percentage Rate includes Balance Transfers after the introductory period. The method used to determine your account Annual Percentage Rate is on file at the credit union.

You can avoid a Finance Charge on purchases by paying the full amount of the New Balance of Purchases each month within 25 days of your statement closing date. Otherwise, the New Balance of Purchases, and subsequent purchases from the date they are posted to the account, will be subject to a Finance Charge. Cash advances are always subject to a Finance Charge from the date they are posted to the account. The Finance Charge (interest) is calculated on the average daily principal balances of purchases and cash advances of the account. The principal balances of purchases and cash advances are determined each day during the statement period, beginning with the principal portion of your Previous Balances, reduced by payments made and credits applied, and increased by purchases and cash advances made and debit adjustments made during the statement period. The daily principal balances are totaled, and divided by the number of days in the statement period, to produce separate average daily principal balances and cash advances to which the periodic rate is then applied. If a payment is not paid on or before the 5th day after its due date, a \$30.00 late fee will be charged. The business owner will have the option to pay off this balance in full with a reduced break point rate. The break point rate is determined by the following chart:

Balances of \$5,001 to \$10,000	Reduction of .25% off card rate
Balances of \$10,001 or greater	Reduction of .50% off card rate

Promotional Finance Charges. From time to time and in our sole discretion we may offer a special rate applicable to certain transactions such as particular purchases (as defined by us), balance transfers, cash advances or purchases made by using Convenience Checks. The promotional rate will apply only to the transactions and for the period of time set forth in any such offer from us. Existing balances and new purchases or advances not expressly subject to any such promotion will remain governed by the terms and conditions of this Agreement. In addition, the terms and conditions of this Agreement will govern your obligations regarding any unpaid balance or transactions that are made subject to any such promotional offer, that are not fully paid within the time period set forth in such promotional offer.

Changing This Agreement: Credit Union may change the terms of this Agreement, including the Annual Percentage Rate, at any time. Except where limited by applicable law, the new terms, including, but not limited to, increasing the finance charge or the way the Credit Union calculates finance charges, late charges, and the minimum payment due, will apply both to new purchases and cash advances and to the existing outstanding balance of your account as of the day of the change. In accordance with applicable law, the Credit Union will notify you of any increased charge or change by writing to you at the most recent address shown for you on the Credit Union's records.

Delay in Enforcement/Waivers: The Credit Union may delay or waive enforcement of any of the provisions of this Agreement, including any agreement to make timely payments, without losing its right to enforce the same provision later or any other provisions of this Agreement. You waive the right to receive notice of any waiver or delay or presentment, demand, protest or dishonor. You also waive any applicable statute of limitations to the full extent permitted by law and any right you may otherwise have to require the Credit Union to proceed against any person before suing you to collect. You understand that the Credit Union will not be liable for a merchant's or other parties' refusal to honor your Card whether due to an error by the Credit Union, the merchant, the Credit Union's authorized agent, or other third party.

Change of Name or Address: You will notify immediately the Credit Union in writing if your Company name or Company address changes for this account, or the Company's or any Guarantors' financial status changes detrimentally.

Additional Terms of Agreement: To the extent not prohibited by applicable law, the terms, interpretation and enforcement of any claim or dispute arising under this Agreement, as well as all parties' rights and duties, will be governed by **South Carolina** law regardless of where you may reside or use your account. Further, this Agreement is the contract which governs all transactions on your Account even though sales, cash advances, credit or other slips may contain different terms. You may not transfer or assign your account or any card to any other person without the Credit Union's written permission. The Credit Union may assign or transfer this Account, your Account balance, or this Agreement to another person, who will have all of our rights hereunder. This Agreement is binding on your heirs and legal representatives. **If any law or judicial ruling makes any part, provision, sentence or section of this Agreement unenforceable, the remainder will continue in full force and effect.** You agree that your account will also be subject to all rules and regulations of VISA U.S.A., Inc.. If there is any conflict between this Agreement and the rules and regulations of VISA U.S.A., Inc. the rules and regulations of VISA U.S.A., Inc. will control, as applicable.

Illegal Transactions: You warrant and agree that your account and any card(s) issued, and any other access device or any related account will not be used to make or facilitate any illegal transaction(s) as determined by applicable law; and that any such use, including any such authorized use, will constitute an event of default under this Agreement. The Credit Union may decline to accept, process or pay any transaction that we believe to be illegal or unenforceable (regarding your obligation to pay us) under applicable law, including but not limited to any transaction involving or relating to any gambling activity. You agree that the Credit Union will not have any liability, responsibility or culpability whatsoever for any such use by you or any authorized user(s); or for declining to accept, process, or pay any such transaction. You further agree to indemnify and hold the Credit Union harmless from any suits, liability, damages or adverse action of any kind that results directly or indirectly from such illegal use.

Mandatory Arbitration of Disputes and Claims: Arbitration is a method of deciding disputes outside the court system. The parties agree and understand that they choose arbitration instead of litigation to resolve all claims and disputes not specifically excluded. This provision governs when and how many disputes you and we may have will be decided. Unless specifically prohibited by applicable law all disputes, claims, damages, choses in action, claims for injunctive relief or controversies arising from or relating in any way to the agreements, relationships, accounts, loans, or security agreements between you and us; the relationships which result or arise as a result of this Agreement; any rights, privileges or services you receive from us now or in the future; any claims or disputes arising in or ancillary to any bankruptcy or other insolvency proceeding; or the validity of this clause (together referred to collectively as Agreement), shall be resolved by binding arbitration by a single arbitrator chosen with the mutual consent of the parties. The arbitrator must be an attorney with more than ten (10) years experience or a retired judge. If for any reason the parties do not consent to an arbitrator within thirty (30) days from the date that notice of a claim or intent to arbitrate is provided to the other party, then an arbitrator will be selected pursuant to the Rules of the American Arbitration Association ("AAA"). This arbitration Agreement is made pursuant to a transaction in Interstate Commerce, and shall be governed by the Federal Arbitration Act ("FAA") at 9 USC § 1, et seq., as amended from time to time. It is understood and agreed that your Credit Plan Agreement(s), your Accounts, all transactions on your Accounts, and any dispute defined herein shall involve Interstate Commerce. If any dispute between us does not involve Interstate Commerce, such dispute shall be governed by the Arbitration Act for the State set forth in this Agreement, as amended from time to time, in which case all references to the FAA herein shall be to said State Act. **If the State has no Arbitration Act, then the parties will be governed by the Rules of the American Arbitration Act in any matter not involving interstate commerce.** The parties agree and understand that the arbitrator shall have all power provided by the law and this Agreement to make and enter findings of fact and determination of judgment based on the parties' Agreements and applicable law, including but not limited to the rights of possession, off-set, property rights, money damages, declaratory relief, and injunctive relief. No arbitrator shall have the

jurisdiction or authority to add to, take from, nullify or modify any of the terms of this Agreement. The arbitrator shall be bound by the facts and evidence submitted to him. Arbitration will be subject to the rules of procedure and evidence consistent with the Rules of the American Arbitration Association, and the Arbitrator will not apply federal or state rules. The decision of the arbitrator shall be final and binding and may be enforced in accordance with the terms of either the Federal or applicable State Law, except for any specific appeal right regarding a judgment under the FAA or a judgment for more than \$100,000. For these judgments, any party may appeal to a three-arbitrator panel appointed by and under the rules of the AAA. The decision of the panel will

WITH THE EXCEPTION OF THE MATTERS SPECIFICALLY ADDRESSED HEREIN, THE PARTIES AGREE AND UNDERSTAND THAT ALL DISPUTES (INCLUDING ALL LEGAL AND EQUITABLE RIGHTS AND REMEDIES) ARISING UNDER CASE LAW, STATUTORY LAW, AND ALL OTHER LAWS INCLUDING, BUT NOT LIMITED TO, ALL CONTRACT, TORT, REGULATORY, AND PROPERTY DISPUTES WILL BE SUBJECT TO BINDING ARBITRATION IN ACCORD WITH THIS AGREEMENT.

Notwithstanding anything hereunto the contrary, the Credit Union retains an option to use judicial or non-judicial relief to enforce a security agreement relating to any collateral pledged to secure the Agreements between the parties, to enforce all monetary obligations by you to the Credit Union so long as there is no dispute that is subject to mandatory arbitration, or to foreclose on any collateral securing your obligations to us by way of replevin, claim and delivery, or otherwise. The initiation and maintenance of an action for judicial relief in a court [on the foregoing terms] shall not constitute a waiver of the right of any party to compel arbitration regarding any other dispute or remedy subject to arbitration in this Agreement, including the filing of a counterclaim in any action brought by the Credit Union pursuant to this provision.

Any arbitration proceeding will take place in the federal judicial circuit where you live. If you cannot afford to pay the fees charged by the Arbitrator or any panel for an appeal as provided herein, we will consider any reasonable written request by you for us to pay the fees of the Arbitrator or Arbitration Panel. We will pay any fees or costs specifically required by applicable law. However, each party must bear the expense of that party's own attorneys, experts, and witnesses, regardless of who wins the arbitration, except to the extent that applicable law specifically requires otherwise. The rules of the AAA will be applied to any arbitration between the parties, except in the event of any inconsistency between this Agreement and the rules of the AAA, in which case this Agreement will govern. Any costs we pay in order for you to bring a proceeding hereunder are subject to being awarded to us upon a ruling or an award by the arbitrator that is favorable to the Credit Union. The AAA and other legal assistance services may be able to refer you to legal assistance from government or non-profit organizations that provide assistance to those who can show a financial need for such assistance.

Returns and Adjustments: Merchants and others who honor your Card may give credit for returns or adjustments, and they will do so by sending the Credit Union a credit slip which will be posted to your Account. If your credits and payments exceed what you owe the Credit Union, the amount will be applied against future purchases and cash advances. **Problems with a Purchase:** The Credit Union will not be responsible for any problem You or any Cardholder has with any Purchase. If there is a problem or dispute with a merchant regarding a Purchase, you must still pay all amounts to us as required by this Agreement and settle the problem or dispute directly with the merchant. We will also not be responsible if any Card is not honored by a merchant at any time and for any other problem or dispute you or any Cardholder may have with the merchant.

Charges Made in Foreign Currencies: If you incur a charge in a foreign currency or pursuant to or arising from any international transaction, the charge will be converted into a U.S. Dollar amount. For purposes of this Section, an international transaction shall include both (a) transactions initiated in a foreign country which are subsequently settled in the United States, and (b) transactions initiated in the United States but which are ultimately settled in a country outside of the United States, whether or not there is a currency conversion. VISA processing rules provide that the exchange rate between the transaction currency and the billing currency used for processing international transactions is a rate selected by VISA from the range of rates available in wholesale currency markets for the applicable central processing date, which rate may vary from the rate VISA receives, or the government-mandated rate in effect for the applicable central processing date. In addition, a fee of 1% will be assessed by VISA against the issuer of your card (the Credit Union), which is referred to as the International Transaction Fee. VISA processing rules are incorporated herein, as amended from time to time. The Credit Union will assess the International Transaction Fee to you to reimburse it for the fee it is required to pay for each of your international transactions. The converted transaction amount will be shown separately from the International Transaction Fee (1%) on your periodic billing statement.

Monthly Statement: We will send you a monthly billing statement whenever there is activity on your account. Your monthly statement will show an itemized list of current charges (Purchases and Cash Advances) and Convenience Check transactions to your account, your new balance, any Finance Charges, the minimum payment due, and the payment due date. In addition, it will show your current credit limit, payments, and credits, a summary showing your Purchases and Cash Advances, the merchant, electronic terminal or financial institution at which transactions were made, as well as other information concerning your account. Sales, Cash Advance, credit or other slips cannot be returned with any statement. You will retain a copy of such slip furnished at the time of the transaction in order to verify your monthly statement. **eStatements:** If provided electronically, statements will be (1) e-mailed to you as an attachment; or (2) you will be sent a notice via e-mail that will direct you to a site we maintain or cause to be maintained where you may access, review, print and otherwise copy / download your periodic statements using procedures that we authorize. E-mails from us will be sent to the e-mail address provided by any owner.

Access to Account Information: You agree that all borrowers and authorized users will have access to information regarding transactions on your account, including but not limited to purchases and cash advances, account balances, account history, payments and other information relating to or arising with regard to this account or any transaction.

THE FOLLOWING APPLIES ONLY TO WISCONSIN BORROWERS - NOTICE TO MARRIED APPLICANTS - No provision of a marital property agreement, a unilateral statement under Wis. Stat. Sec. 766.59 or a court decree under Wis. Stat. Sec. 766.70 adversely affects the interests of the Credit Union unless prior to the time the credit was extended, the Credit Union is furnished with a copy of the agreement, statement or decree, or has actual knowledge of the adverse provision when the obligation to the Credit Union is incurred.



SOUTH CAROLINA
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EXHIBIT

3

BUSINESS CREDIT CARD GUARANTY AGREEMENT

This Guaranty Agreement ("Guaranty") is made by the "Guarantor(s)" indicated herein, as of the first date in the Signature Provision, on behalf of the entity indicated, in favor of South Carolina Federal Credit Union ("Credit Union").

PRELIMINARY STATEMENTS: The Credit Union has entered, or may from time to time enter, into agreements or arrangements with the Borrower indicated herein providing for credit extensions or financial accommodations to the Borrower under a Business Credit Card Agreement, whether or not secured, under which the Borrower may be indebted to the Credit Union in any manner. This Guaranty applies to all amounts owed under the Business Credit Card Agreement and is intended to cover all transactions by the Borrower and all authorized use as defined in said Agreement. Each statement herein applies to each guarantor listed individually without any consideration or affect on any other guarantors; and all Liabilities may be enforced as to any one or all Guarantors in the Credit Union's sole discretion, which shall not affect the guarantors rights to indemnification, subrogation or otherwise as to all other parties. Therefore, in consideration of the Guaranty and in order to induce the Credit Union to enter into or extend or give financial accommodation with respect to the Business Credit Card Agreement, the Guarantor agrees as follows:

Section 1. Guaranty of Payment. The Guarantor unconditionally and irrevocably guarantees to the Credit Union and its successors, endorsees, transferees and assigns, as primary obligor and not merely as surety, the punctual payment of all sums now owing or that may in the future be owing by the Borrower with respect to all future advances of credit under the Business Credit Card Agreement, when the same are due and payable, whether on demand, at stated maturity, by acceleration or otherwise, and whether for principal, interest purchase price, margin or additional payments, fees, expenses, costs of replacement transactions, indemnification or otherwise (all of the foregoing sums being the "Liabilities"). The Liabilities include, without limitation, interest accruing after the commencement of a proceeding under bankruptcy, insolvency or similar laws of any jurisdiction at the rate or rates provided in the underlying Business Credit Card Agreement, as amended from time to time. This Guaranty is a guaranty of payment and not of collection only. The Credit Union shall not be required to exhaust any right or remedy or take any action against the borrower or any other person or entity or any collateral. The Guarantor agrees that, as between the Guarantor and the Credit Union, the Liabilities may be declared to be due and payable for the purposes of this Guaranty, notwithstanding any stay, injunction or other prohibition that may prevent, delay or vitiate any declaration as regards the Borrower and that in the even of a declaration or attempted declaration, the Liabilities shall immediately become due and payable by the Guarantor for the purposes of the Guaranty.

Section 2. Guaranty Absolute. The Guarantor guarantees that the Liabilities shall be paid strictly in accordance with the terms of the Business Credit Card Agreement regardless of any law, regulation or order now or hereafter in effect of any jurisdiction affecting any of such terms or the rights of the Credit Union with respect thereto. The liability of the Guarantor under this Guaranty is absolute and conditional.



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Section 3. Guaranty Irrevocable. This Guaranty is a continuing guaranty and shall remain in full force and effect until payment in full of all Liabilities and other amounts payable under this Guaranty and until the Business Credit Card Agreement is no longer in effect after being fully paid and line of credit closed.

Section 4. Reinstatement. This Guaranty shall continue to be effective or be reinstated, as the case may be, if at any time any payment of any of the Liabilities is rescinded or must otherwise be returned by the Credit Union on the insolvency, bankruptcy or reorganization of the Borrower or otherwise, all as though the payment had not been made.

Section 5. Payments Generally. All payments shall be made in the manner, location, and currency (U.S. dollars) required by the Business Credit Card Agreement. Payments made with currencies other than U.S. dollars or from an institution domiciled outside the United States will not be credited until the funds have been collected by the Credit Union in U.S. dollars. Foreign currencies will be converted to U.S. dollars according to the current exchange rate on the date of conversion, which may differ from the rate on the date of payment. If the amount in U.S. dollars is less than the sum due to the Credit Union, the balance remaining will still be owed by the Guarantor.

Section 6. Setoff. The Guarantor agrees that, in addition to (and without limitation of) any right of setoff, statutory lien or counterclaim the Credit Union may otherwise have, the Credit Union shall be entitled, at its option, to offset balances (general or special, time or demand, provisional or final) held by it for the account of the Guarantor at any of the Credit Union's offices, in U.S. dollars or in any other currency, against any amount payable by the Guarantor under this Guaranty that is not paid when due (regardless of whether such balances are then due to the Guarantor), in which case it shall promptly notify the Guarantor thereof; provided that the Credit Union's failure to give such notice shall not affect the validity thereof.

Section 8. Amendments and Waivers. No amendment or waiver or any provision of this Guaranty, nor consent to any departure by the Guarantor there from, shall be effective unless it is in writing and signed by the Credit Union, and then the waiver or consent shall be effective only in the specific instance and for the specific purpose for which given. No failure on the part of the Credit Union to exercise, and no delay in exercising, any right under this Guaranty shall operate as a waiver or preclude any other or further exercise thereof or the exercise of any other right.

Section 9. Expenses. The Guarantor shall reimburse the Credit Union on demand for all costs, expenses and charges, including without limitation fees and charges of external legal counsel, for the Credit Union in connection with the performance or enforcement of this Guaranty. The obligations of the Guarantor under this Section shall survive the termination of this Guaranty.

Section 10. Assignment. This Guaranty shall be binding on, and shall inure to the benefit of the Guarantor, the Credit Union and their respective successors and assigns, provided that the Guarantor may not assign or transfer its rights or



**SOUTH CAROLINA
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Credit Union may assign, sell participations in or otherwise transfer its rights with respect to the Transactions and the Credit Card Agreements to any other person or entity, whom shall then become vested with all the rights granted to the Credit Union in this Guaranty or otherwise.

Section 11. Captions. The headings and captions in this Guaranty are for the convenience only and shall not affect the interpretation or construction of this Guaranty.

Section 12. Governing Law, etc. THIS GUARANTY SHALL BE GOVERNED BY THE LAW OF THE STATE OF SOUTH CAROLINA. THE GUARANTOR WAIVES ANY RIGHT THE GUARANTOR MAY HAVE TO JURY TRIAL. TO THE EXTENT THAT THE GUARANTOR HAS OR HEREAFTER MAY ACQUIRE ANY IMMUNITY FROM JURISDICTION OR ANY COURT OR FROM ANY LEGAL PROCESS (WHETHER FROM SERVICE OR NOTICE, ATTACHMENT PRIOR TO JUDGEMENT, ATTACHMENT IN AID OF EXECUTION OF A JUDGEMENT, EXECUTION OR OTHERWISE), THE GUARANTOR HEREBY IRREVOCABLY WAIVES SUCH IMMUNITY IN RESPECT OF ITS OBLIGATIONS UNDER THIS GUARANTY.

IN WITNESS WHEREOF, the Guarantor has caused this Guaranty to be executed and delivered as of the date set forth herein below:

BORROWER: THAMES HOLDINGS 7 LLC

GUARANTOR:


Richard Thames (Aug 2, 2022 19:09 EDT) Aug 2, 2022

Signature of Guarantor Date

RICHARD NATHANIEL THAMES

Print Name of Guarantor

Address:

1040 HEAVEN DR

ST STEPHENS, SC 29479

GUARANTOR:

Signature of Guarantor Date

Print Name of Guarantor

Address:

LIFE SIMPLIFIED™

P.O. Box 190012, N. Charleston, SC 29419-9012 | 800-845-0432 Nationwide

scfederal.org

IMPORTANT INFORMATION

Interest Charge Calculation Methods and Computation of Average Daily Balance Subject to Interest Charge. The **Interest Charge** Calculation Method applicable to your account for Cash Advances and Credit Purchases of goods and services that you obtain through the use of your card is specified and explained below:

Explanation of Interest Charge for Cash Advance Plans and Retail/Purchase Plans

Cash Advance Plans - Average Daily Balance (including current transactions). The **Interest Charge** on cash advances begins from the date you obtained the cash advance, or the first day of the billing cycle in which it is posted to your account, whichever is later. There is no grace period provided for current cycle transactions.

The **Interest Charges** for a billing cycle are computed by dividing the Annual Percentage Rate (APR) by 12 and applying to the "average daily balance" of cash advances. To get the average daily balance, we take the beginning cash balance of your account each day, add any new cash advances, and subtract any payments, credits, non-accruing fees, and unpaid Interest Charges. This gives us the average daily cash advance balance. Then we add up all the daily balances for the billing cycle and divide the total by the number of days in the billing cycle.

Retail /Purchase Plans - Average Daily Balance (including current transactions). To avoid incurring an additional **Interest Charge** on the balance of purchases reflected on your monthly statement and on any new purchases appearing on your next monthly statement, you must pay the **New Balance** shown on your monthly statement on or before the Payment Due Date. The grace period for the New Balance of purchases extends to the Payment Due Date.

The **Interest Charges** for a billing cycle are computed by dividing the Annual Percentage Rate (APR) by 12 and applying to the "average daily balance" of retail /purchase balances. To get the average daily balance, we take the beginning retail/purchase balance of your account each day, add any new purchases, and subtract any payments, credits, non-accruing fees, and unpaid Interest Charges. This gives us the average daily retail/purchase balance. Then we add up all the daily balances for the billing cycle and divide the total by the number of days in the billing cycle.

Payment Crediting and Credit Balance: Payments received at the location specified on the front of the statement after the phrase "MAKE CHECK PAYABLE TO" will be credited as of the date of receipt to the account specified on the payment coupon. Payments received at locations other than the address specified or payments that do not conform to the requirements set forth on or with the periodic statement (e.g. missing payment stub, payment envelope other than as provided with your statement, multiple checks or multiple coupons in the same envelope) may be subject to delay in crediting, but shall be credited within five days of receipt. If there is a credit balance due on your account, you may request, in writing, a full refund. Submit your request to the address indicated on the front of this statement after the phrase "SEND INQUIRY TO".

By sending your check, you are authorizing the use of the information on your check to make a one-time electronic debit from the account on which the check is drawn. This electronic debit, which may be posted to your account as early as the date your check is received, will be only for the amount of your check. The original check will be destroyed and we will retain its image in our records. If you have questions please call the customer service number on the front of this billing statement.

Closing Date: The closing date is the last day of the billing cycle; all transactions received after the closing date will appear on your next statement.

Annual Fee: If your account has been assessed an annual fee, you may avoid paying this annual fee by sending written notification of termination within 30 days following the mailing date of this bill, to the address found at the top of the first page of this bill under your financial institution's name. You may use your card(s) during this 30 day period but immediately thereafter must send your card(s), which you have cut in half, to this same address.

Negative Credit Reports: We may report information about your account to credit bureaus. Late payments, missed payments, or other defaults on your account may be reflected in your credit report.

BILLING RIGHTS SUMMARY

In Case of Errors or Inquiries About Your Bill. If you think your bill is wrong, or if you need more information about a transaction on your bill, write us on a separate sheet of paper at the address indicated on the front of this statement after the phrase "Send Inquiries To" as soon as possible. We must hear from you no later than 60 days after we sent you the first bill on which the error or problem appeared. You can telephone us, but doing so will not preserve your rights.

In your letter, give us the following information:

- Your name and account number
- The dollar amount of the suspected error
- Describe the error and explain, if you can, why you believe there is an error. If you need more information, describe the item you are unsure about.

You do not have to pay any amount in question while we are investigating, but you are still obligated to pay the parts of your bill that are not in question. While we investigate your question we cannot report you as delinquent or take any action to collect the amount you question.

Special Rule For Credit Card Purchases

If you have a problem with the quality of goods or services that you purchased with a credit card, and you have tried in good faith to correct the problem with the merchant, you may not have to pay the remaining amount due on the goods or services. You have this protection only when the purchase price was more than \$50.00 and the purchase was made in your home state or within 100 miles of your mailing address. (If we own or operate the merchant, or if we mailed you the advertisement for the goods or services, all purchases are covered regardless of amount or location of purchase).

Report a Lost or Stolen Card Immediately: Please notify South Carolina Federal immediately if your Card is lost or stolen. You may telephone our Card Service Center at 1-855-325-0904 or 1-571-526-3514. You may also contact South Carolina Federal directly at 1-800-845-0432 to report the loss, theft or possible unauthorized use of the Card. You may be liable for the unauthorized use of the Card, but you will not be liable for unauthorized use that occurs after you notify South Carolina Federal, verbally or in writing, of the loss, theft or possible unauthorized use of your Card. In any case, your liability for unauthorized use of the Card will not exceed \$50. Do not use your account after you report a lost or stolen card.

OIEQ1176 - 1 - 07-12-2021



Account Name: THAMES HOLDINGS 7

Account Number Ending In: [REDACTED]

Reward Summary

Beginning Points	0
Points Earned	0
Points Redeemed	0
Points Expired	0
New Points Balance	0
Points Expiring First of Next Month	0

Important Information

THANK YOU FOR CHOOSING SOUTH CAROLINA FEDERAL FOR YOUR CREDIT CARD NEEDS.

YOUR ACCOUNT IS 60 DAYS PAST DUE. PLEASE PAY \$0.00 IMMEDIATELY. PLEASE CALL US AT 855-325-0904.

YOUR ACCOUNT IS OVER THE CREDIT LIMIT IN THE AMOUNT OF \$0.00.
PLEASE REMIT PAYMENT IMMEDIATELY.

POINTS BALANCE IS NOT UPDATED BASED ON STATEMENT CYCLE BUT ARE BASED ON THE CALENDAR MONTH.
PLEASE CHECK YOUR ONLINE UCHOOSE REWARDS ACCOUNT FOR YOUR MOST CURRENT BALANCE.

Finance Charges

Type of Balance	Annual Percentage Rate (APR)	Balance Subject To Interest Rate	Interest Charge
Purchases	15.50% (v)	\$0.00	\$0.00
Cash Advance	15.50% (v)	\$0.00	\$0.00
Balance Transfer	15.50% (v)	\$0.00	\$0.00
2.9% Purchase Intro Promotion	15.50% (v)	\$0.00	\$0.00

(v) = variable rate

2023 Total Year-to-Date

Total fees charged in 2023	\$120.00
Total interest charged in 2023	\$5,929.09



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Corporate Account Name: THAMES HOLDINGS 7
Account Name: THAMES HOLDINGS 7

Corporate Number: [REDACTED]
Account Ending In [REDACTED]

Corporate Account Summary

Previous Account Balance	\$50,530.60	Statement Closing Date	12/07/2023
Payments and Credits	\$0.00	Days This Period	30
Purchases and Debits	\$0.00	Credit Limit	\$50,000.00
Cash Advances	\$0.00	Available Credit	\$0.00
Fees	\$30.00	Cash Limit	\$50,000.00
Finance Charges	\$644.16	Available Cash	\$0.00
New Ending Balance	\$51,204.76		
Total Amount of Disputes	\$0.00	Payment Due Date	01/04/2024
		Past Due	\$2,563.00
		Payment Amount Due	\$5,048.76

Questions? View your account information online at www.scfederal.org or call our Customer Service Center toll free at 1-855-325-0904 or 1-571-526-3514.

Send Billing Inquiries and Correspondence to:
P.O. Box 2087, Omaha, NE 68103-2087

Mail Payments to: P.O. Box 2711, Omaha, NE 68103-2711

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South Carolina Federal Credit Union
P.O. Box 190012
N. Charleston SC 29419-9012



Account Ending In [REDACTED]
Payment Due Date 01/04/2024
New Balance \$51,204.76
Past Due Amount \$2,563.00
Minimum Payment Due \$5,048.76

Make Check Payable To: \$

THAMES HOLDINGS 7
1040 HEAVEN DR
SAINT STEPHEN SC 29479



South Carolina Federal Credit Union
P.O. Box 2711
Omaha NE 68103-2711



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IMPORTANT INFORMATION

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The **Interest Charges** for a billing cycle are computed by dividing the Annual Percentage Rate (APR) by 12 and applying to the "average daily balance" of cash advances. To get the average daily balance, we take the beginning cash balance of your account each day, add any new cash advances, and subtract any payments, credits, non-accruing fees, and unpaid Interest Charges. This gives us the average daily cash advance balance. Then we add up all the daily balances for the billing cycle and divide the total by the number of days in the billing cycle.

Retail /Purchase Plans - Average Daily Balance (including current transactions). To avoid incurring an additional **Interest Charge** on the balance of purchases reflected on your monthly statement and on any new purchases appearing on your next monthly statement, you must pay the **New Balance** shown on your monthly statement on or before the Payment Due Date. The grace period for the **New Balance** of purchases extends to the Payment Due Date.

The **Interest Charges** for a billing cycle are computed by dividing the Annual Percentage Rate (APR) by 12 and applying to the "average daily balance" of retail /purchase balances. To get the average daily balance, we take the beginning retail /purchase balance of your account each day, add any new purchases, and subtract any payments, credits, non-accruing fees, and unpaid Interest Charges. This gives us the average daily retail /purchase balance. Then we add up all the daily balances for the billing cycle and divide the total by the number of days in the billing cycle.

Payment Crediting and Credit Balance: Payments received at the location specified on the front of the statement after the phrase "MAKE CHECK PAYABLE TO" will be credited as of the date of receipt to the account specified on the payment coupon. Payments received at locations other than the address specified or payments that do not conform to the requirements set forth on or with the periodic statement (e.g. missing payment stub, payment envelope other than as provided with your statement, multiple checks or multiple coupons in the same envelope) may be subject to delay in crediting, but shall be credited within five days of receipt. If there is a credit balance due on your account, you may request, in writing, a full refund. Submit your request to the address indicated on the front of this statement after the phrase "SEND INQUIRY TO".

By sending your check, you are authorizing the use of the information on your check to make a one-time electronic debit from the account on which the check is drawn. This electronic debit, which may be posted to your account as early as the date your check is received, will be only for the amount of your check. The original check will be destroyed and we will retain its image in our records. If you have questions please call the customer service number on the front of this billing statement.

Closing Date: The closing date is the last day of the billing cycle; all transactions received after the closing date will appear on your next statement.

Annual Fee: If your account has been assessed an annual fee, you may avoid paying this annual fee by sending written notification of termination within 30 days following the mailing date of this bill, to the address found at the top of the first page of this bill under your financial institution's name. You may use your card(s) during this 30 day period but immediately thereafter must send your card(s), which you have cut in half, to this same address.

Negative Credit Reports: We may report information about your account to credit bureaus. Late payments, missed payments, or other defaults on your account may be reflected in your credit report.

BILLING RIGHTS SUMMARY

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In your letter, give us the following information:

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- The dollar amount of the suspected error
- Describe the error and explain, if you can, why you believe there is an error. If you need more information, describe the item you are unsure about.

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Special Rule For Credit Card Purchases

If you have a problem with the quality of goods or services that you purchased with a credit card, and you have tried in good faith to correct the problem with the merchant, you may not have to pay the remaining amount due on the goods or services. You have this protection only when the purchase price was more than \$50.00 and the purchase was made in your home state or within 100 miles of your mailing address. (If we own or operate the merchant, or if we mailed you the advertisement for the goods or services, all purchases are covered regardless of amount or location of purchase).

Report a Lost or Stolen Card Immediately: Please notify South Carolina Federal immediately if your Card is lost or stolen. You may telephone our Card Service Center at 1-855-325-0904 or 1-571-526-3514. You may also contact South Carolina Federal directly at 1-800-845-0432 to report the loss, theft or possible unauthorized use of the Card. You may be liable for the unauthorized use of the Card, but you will not be liable for unauthorized use that occurs after you notify South Carolina Federal, verbally or in writing, of the loss, theft or possible unauthorized use of your Card. In any case, your liability for unauthorized use of the Card will not exceed \$50. Do not use your account after you report a lost or stolen card.

O1EQ1176 - 1 - 07/12/2021



Account Name: THAMES HOLDINGS 7

Account Number Ending In: [REDACTED]

Reward Summary

Beginning Points	0
Points Earned	0
Points Redeemed	0
Points Expired	0
New Points Balance	0
Points Expiring First of Next Month	0

Important Information

THANK YOU FOR CHOOSING SOUTH CAROLINA FEDERAL FOR YOUR CREDIT CARD NEEDS.

YOUR ACCOUNT IS 30 DAYS PAST DUE. PLEASE PAY \$2,563.00 IMMEDIATELY. PLEASE CALL US AT 855-325-0904.

YOUR ACCOUNT IS OVER THE CREDIT LIMIT IN THE AMOUNT OF \$1,204.76.
PLEASE REMIT PAYMENT IMMEDIATELY.

POINTS BALANCE IS NOT UPDATED BASED ON STATEMENT CYCLE BUT ARE BASED ON THE CALENDAR MONTH.
PLEASE CHECK YOUR ONLINE UCHOOSE REWARDS ACCOUNT FOR YOUR MOST CURRENT BALANCE.
YOUR ACCOUNT IS CURRENTLY CLOSED.

Corporate Account Activity

THAMES HOLDINGS 7
Card Ending In [REDACTED]

Post Date	Tran Date	Reference Number	Transaction Description	\$Amount
11/09	11/09		LATE FEE	30.00
			Total Fees This Period	30.00
12/07	12/07		Interest Charge on Purchases	644.16
12/07	12/07		Interest Charge on Cash Advances	0.00
			Total Interest This Period	644.16

Finance Charges

Type of Balance	Annual Percentage Rate (APR)	Balance Subject To Interest Rate	Interest Charge
Purchases	15.50% (v)	\$49,857.75	\$644.16
Cash Advance	15.50% (v)	\$0.00	\$0.00
Balance Transfer	15.50% (v)	\$0.00	\$0.00
2.9% Purchase Intro Promotion	15.50% (v)	\$0.00	\$0.00

(v) = variable rate

2023 Total Year-to-Date

Total fees charged in 2023	\$90.00
Total interest charged in 2023	\$5,929.09



Corporate Account Name: THAMES HOLDINGS 7
Account Name: THAMES HOLDINGS 7

Corporate Number [REDACTED]
Account Ending In [REDACTED]

Corporate Account Summary

Previous Account Balance	\$51,941.84	Statement Closing Date	11/07/2023
Payments and Credits	\$2,548.00	Days This Period	31
Purchases and Debits	\$463.91	Credit Limit	\$50,000.00
Cash Advances	\$0.00	Available Credit	\$0.00
Fees	\$30.00	Cash Limit	\$50,000.00
Finance Charges	\$642.85	Available Cash	\$0.00
New Ending Balance	\$50,530.60		
		Payment Due Date	12/04/2023
Total Amount of Disputes	\$0.00	Past Due	\$1,299.00
		Payment Amount Due	\$3,093.60

Questions? View your account information online at www.scfederal.org or call our Customer Service Center toll free at 1-855-325-0904 or 1-571-526-3514.

Send Billing Inquiries and Correspondence to:
P.O. Box 2087, Omaha, NE 68103-2087

Mail Payments to: P.O. Box 2711, Omaha, NE 68103-2711

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South Carolina Federal Credit Union
P.O. Box 190012
N. Charleston SC 29419-9012



Account Ending In [REDACTED]
Payment Due Date 12/04/2023
New Balance \$50,530.60
Past Due Amount \$1,299.00
Minimum Payment Due \$3,093.60

Make Check Payable To: \$

THAMES HOLDINGS 7
1040 HEAVEN DR
SAINT STEPHEN SC 29479



South Carolina Federal Credit Union
P.O. Box 2711
Omaha NE 68103-2711



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IMPORTANT INFORMATION

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By sending your check, you are authorizing the use of the information on your check to make a one-time electronic debit from the account on which the check is drawn. This electronic debit, which may be posted to your account as early as the date your check is received, will be only for the amount of your check. The original check will be destroyed and we will retain its image in our records. If you have questions please call the customer service number on the front of this billing statement.

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In your letter, give us the following information:

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- Describe the error and explain, if you can, why you believe there is an error. If you need more information, describe the item you are unsure about.

You do not have to pay any amount in question while we are investigating, but you are still obligated to pay the parts of your bill that are not in question. While we investigate your question we cannot report you as delinquent or take any action to collect the amount you question.

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If you have a problem with the quality of goods or services that you purchased with a credit card, and you have tried in good faith to correct the problem with the merchant, you may not have to pay the remaining amount due on the goods or services. You have this protection only when the purchase price was more than \$50.00 and the purchase was made in your home state or within 100 miles of your mailing address. (If we own or operate the merchant, or if we mailed you the advertisement for the goods or services, all purchases are covered regardless of amount or location of purchase).

Report a Lost or Stolen Card Immediately: Please notify South Carolina Federal immediately if your Card is lost or stolen. You may telephone our Card Service Center at 1-855-325-0904 or 1-571-526-3514. You may also contact South Carolina Federal directly at 1-800-845-0432 to report the loss, theft or possible unauthorized use of the Card. You may be liable for the unauthorized use of the Card, but you will not be liable for unauthorized use that occurs after you notify South Carolina Federal, verbally or in writing, of the loss, theft or possible unauthorized use of your Card. In any case, your liability for unauthorized use of the Card will not exceed \$50. Do not use your account after you report a lost or stolen card.

O1EQ1176 - 1 - 07/12/2021



Account Name: THAMES HOLDINGS 7

Account Number Ending In [REDACTED]

Reward Summary

Beginning Points	0
Points Earned	0
Points Redeemed	0
Points Expired	0
New Points Balance	0
Points Expiring First of Next Month	0

Important Information

THANK YOU FOR CHOOSING SOUTH CAROLINA FEDERAL FOR YOUR CREDIT CARD NEEDS.

YOUR ACCOUNT IS OVER THE CREDIT LIMIT IN THE AMOUNT OF \$530.60.
PLEASE REMIT PAYMENT IMMEDIATELY.

A PORTION OF THE REQUIRED PAYMENT IS DUE FROM YOUR PREVIOUS STATEMENT. PLEASE PAY THE PAST DUE AMOUNT IMMEDIATELY.

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PLEASE CHECK YOUR ONLINE UCHOOSE REWARDS ACCOUNT FOR YOUR MOST CURRENT BALANCE.
YOUR ACCOUNT IS CURRENTLY CLOSED.

Corporate Account Activity

THAMES HOLDINGS 7
Card Ending In [REDACTED]

Post Date	Tran Date	Reference Number	Transaction Description	\$Amount
10/11	10/11	85287728W00XVDTE6	PAYMENT THANK YOU N. CHARLESTONSC	2,548.00-
Total Activity				2,548.00-
10/09	10/09		LATE FEE	30.00
Total Fees This Period				30.00
11/07	11/07		Interest Charge on Purchases	642.85
11/07	11/07		Interest Charge on Cash Advances	0.00
Total Interest This Period				642.85

Cardholder Account Activity

RICHARD N THAMES
Card Ending In [REDACTED]

Total Amount \$463.91

Post Date	Tran Date	Reference Number	Transaction Description	\$Amount
10/14	10/14	12302028Z000PR0YN	MICROSOFT*MICROSOFT 36 REDMOND WA	99.99
10/20	10/20	0525958958PMK236K	ORKIN LLC 002 ATLANTA GA	363.92



Account Name: THAMES HOLDINGS 7

Account Number Ending In: [REDACTED]

Finance Charges

Type of Balance	Annual Percentage Rate (APR)	Balance Subject To Interest Rate	Interest Charge
Purchases	15.50% (v)	\$49,755.90	\$642.85
Cash Advance	15.50% (v)	\$0.00	\$0.00
Balance Transfer	15.50% (v)	\$0.00	\$0.00
2.9% Purchase Intro Promotion	15.50% (v)	\$0.00	\$0.00
(v) = variable rate			

2023 Total Year-to-Date

Total fees charged in 2023	\$60.00
Total interest charged in 2023	\$5,284.93



**SOUTH CAROLINA
FEDERAL**
CREDIT UNION™

Corporate Account Name: THAMES HOLDINGS 7
Account Name: THAMES HOLDINGS 7

Corporate Number [REDACTED]
Account Ending In [REDACTED]

Corporate Account Summary

Previous Account Balance	\$51,265.88	Statement Closing Date	10/07/2023
Payments and Credits	\$0.00	Days This Period	30
Purchases and Debits	\$0.00	Credit Limit	\$50,000.00
Cash Advances	\$0.00	Available Credit	\$0.00
Fees	\$30.00	Cash Limit	\$50,000.00
Finance Charges	\$645.96	Available Cash	\$0.00
New Ending Balance	\$51,941.84		
		Payment Due Date	11/04/2023
Total Amount of Disputes	\$0.00	Past Due	\$2,548.00
		Payment Amount Due	\$5,788.84

Questions? View your account information online at www.scfederal.org or call our Customer Service Center toll free at 1-855-325-0904 or 1-571-526-3514.

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South Carolina Federal Credit Union
P.O. Box 190012
N. Charleston SC 29419-9012



Account Ending In [REDACTED]
Payment Due Date 11/04/2023
New Balance \$51,941.84
Past Due Amount \$2,548.00
Minimum Payment Due \$5,788.84

Make Check Payable To: \$

THAMES HOLDINGS 7
1040 HEAVEN DR
SAINT STEPHEN SC 29479



South Carolina Federal Credit Union
P.O. Box 2711
Omaha NE 68103-2711



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Account Name: THAMES HOLDINGS 7

Account Number Ending In: [REDACTED]

Reward Summary

Beginning Points	0
Points Earned	0
Points Redeemed	0
Points Expired	0
New Points Balance	0
Points Expiring First of Next Month	0

Important Information

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Corporate Account Activity

THAMES HOLDINGS 7
Card Ending In [REDACTED]

Post Date	Tran Date	Reference Number	Transaction Description	\$Amount
09/09	09/09		LATE FEE	30.00
			Total Fees This Period	30.00
10/07	10/07		Interest Charge on Purchases	645.96
10/07	10/07		Interest Charge on Cash Advances	0.00
			Total Interest This Period	645.96

Finance Charges

Type of Balance	Annual Percentage Rate (APR)	Balance Subject To Interest Rate	Interest Charge
Purchases	15.50% (v)	\$49,997.15	\$645.96
Cash Advance	15.50% (v)	\$0.00	\$0.00
Balance Transfer	15.50% (v)	\$0.00	\$0.00
2.9% Purchase Intro Promotion	15.50% (v)	\$0.00	\$0.00

(v) = variable rate

2023 Total Year-to-Date

Total fees charged in 2023	\$30.00
Total interest charged in 2023	\$4,642.08



**SOUTH CAROLINA
FEDERAL**
CREDIT UNION™

Corporate Account Name: THAMES HOLDINGS 7
Account Name: THAMES HOLDINGS 7

Corporate Number [REDACTED]
Account Ending I [REDACTED]

Corporate Account Summary

Previous Account Balance	\$50,630.42	Statement Closing Date	09/07/2023
Payments and Credits	\$0.00	Days This Period	31
Purchases and Debits	\$0.00	Credit Limit	\$50,000.00
Cash Advances	\$0.00	Available Credit	\$0.00
Fees	\$0.00	Cash Limit	\$50,000.00
Finance Charges	\$635.46	Available Cash	\$0.00
New Ending Balance	\$51,265.88		
		Payment Due Date	10/04/2023
Total Amount of Disputes	\$0.00	Past Due	\$1,266.00
		Payment Amount Due	\$3,813.88

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South Carolina Federal Credit Union
P.O. Box 190012
N. Charleston SC 29419-9012



Account Ending In [REDACTED]
Payment Due Date 10/04/2023
New Balance \$51,265.88
Past Due Amount \$1,266.00
Minimum Payment Due \$3,813.88

Make Check Payable To: \$

THAMES HOLDINGS 7
1040 HEAVEN DR
SAINT STEPHEN SC 29479



South Carolina Federal Credit Union
P.O. Box 2711
Omaha NE 68103-2711



520534800011008500000381388000051265887

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Retail /Purchase Plans - Average Daily Balance (including current transactions). To avoid incurring an additional **Interest Charge** on the balance of purchases reflected on your monthly statement and on any new purchases appearing on your next monthly statement, you must pay the New Balance shown on your monthly statement on or before the Payment Due Date. The grace period for the New Balance of purchases extends to the Payment Due Date.

The **Interest Charges** for a billing cycle are computed by dividing the Annual Percentage Rate (APR) by 12 and applying to the "average daily balance" of retail /purchase balances. To get the average daily balance, we take the beginning retail purchase balance of your account each day, add any new purchases, and subtract any payments, credits, non-accruing fees, and unpaid Interest Charges. This gives us the average daily retail purchase balance. Then we add up all the daily balances for the billing cycle and divide the total by the number of days in the billing cycle.

Payment Crediting and Credit Balance: Payments received at the location specified on the front of the statement after the phrase "MAKE CHECK PAYABLE TO" will be credited as of the date of receipt to the account specified on the payment coupon. Payments received at locations other than the address specified or payments that do not conform to the requirements set forth on or with the periodic statement (e.g. missing payment stub, payment envelope other than as provided with your statement, multiple checks or multiple coupons in the same envelope) may be subject to delay in crediting, but shall be credited within five days of receipt. If there is a credit balance due on your account, you may request, in writing, a full refund. Submit your request to the address indicated on the front of this statement after the phrase "SEND INQUIRY TO".

By sending your check, you are authorizing the use of the information on your check to make a one-time electronic debit from the account on which the check is drawn. This electronic debit, which may be posted to your account as early as the date your check is received, will be only for the amount of your check. The original check will be destroyed and we will retain its image in our records. If you have questions please call the customer service number on the front of this billing statement.

Closing Date: The closing date is the last day of the billing cycle; all transactions received after the closing date will appear on your next statement.

Annual Fee: If your account has been assessed an annual fee, you may avoid paying this annual fee by sending written notification of termination within 30 days following the mailing date of this bill, to the address found at the top of the first page of this bill under your financial institution's name. You may use your card(s) during this 30 day period but immediately thereafter must send your card(s), which you have cut in half, to this same address.

Negative Credit Reports: We may report information about your account to credit bureaus. Late payments, missed payments, or other defaults on your account may be reflected in your credit report.

BILLING RIGHTS SUMMARY

In Case of Errors or Inquiries About Your Bill, If you think your bill is wrong, or if you need more information about a transaction on your bill, write us on a separate sheet of paper at the address indicated on the front of this statement after the phrase "Send Inquiries To" as soon as possible. We must hear from you no later than 60 days after we sent you the first bill on which the error or problem appeared. You can telephone us, but doing so will not preserve your rights.

In your letter, give us the following information:

- Your name and account number
- The dollar amount of the suspected error
- Describe the error and explain, if you can, why you believe there is an error. If you need more information, describe the item you are unsure about.

You do not have to pay any amount in question while we are investigating, but you are still obligated to pay the parts of your bill that are not in question. While we investigate your question we cannot report you as delinquent or take any action to collect the amount you question.

Special Rule For Credit Card Purchases

If you have a problem with the quality of goods or services that you purchased with a credit card, and you have tried in good faith to correct the problem with the merchant, you may not have to pay the remaining amount due on the goods or services. You have this protection only when the purchase price was more than \$50.00 and the purchase was made in your home state or within 100 miles of your mailing address. (If we own or operate the merchant, or if we mailed you the advertisement for the goods or services, all purchases are covered regardless of amount or location of purchase).

Report a Lost or Stolen Card Immediately: Please notify South Carolina Federal immediately if your Card is lost or stolen. You may telephone our Card Service Center at 1-855-325-0904 or 1-571-526-3514. You may also contact South Carolina Federal directly at 1-800-845-0432 to report the loss, theft or possible unauthorized use of the Card. You may be liable for the unauthorized use of the Card, but you will not be liable for unauthorized use that occurs after you notify South Carolina Federal, verbally or in writing, of the loss, theft or possible unauthorized use of your Card. In any case, your liability for unauthorized use of the Card will not exceed \$50. Do not use your account after you report a lost or stolen card.



Account Name: THAMES HOLDINGS 7

Account Number Ending In [REDACTED]

Reward Summary

Beginning Points	0
Points Earned	0
Points Redeemed	0
Points Expired	0
New Points Balance	0
Points Expiring First of Next Month	0

Important Information

THANK YOU FOR CHOOSING SOUTH CAROLINA FEDERAL FOR YOUR CREDIT CARD NEEDS.

YOUR ACCOUNT IS OVER THE CREDIT LIMIT IN THE AMOUNT OF \$1,265.88.
PLEASE REMIT IMMEDIATELY.

A PORTION OF THE REQUIRED PAYMENT IS DUE FROM YOUR PREVIOUS STATEMENT. PLEASE PAY THE PAST DUE AMOUNT IMMEDIATELY.

POINTS BALANCE IS NOT UPDATED BASED ON STATEMENT CYCLE BUT ARE BASED ON THE CALENDAR MONTH.
PLEASE CHECK YOUR ONLINE UCHOOSE REWARDS ACCOUNT FOR YOUR MOST CURRENT BALANCE.

Corporate Account Activity

THAMES HOLDINGS 7
Card Ending In [REDACTED]

Post Date	Tran Date	Reference Number	Transaction Description	\$Amount
			Total Fees This Period	0.00
09/07	09/07		Interest Charge on Purchases	635.46
09/07	09/07		Interest Charge on Cash Advances	0.00
			Total Interest This Period	635.46

Finance Charges

Type of Balance	Annual Percentage Rate (APR)	Balance Subject To Interest Rate	Interest Charge
Purchases	15.25% (v)	\$49,997.15	\$635.46
Cash Advance	15.25% (v)	\$0.00	\$0.00
Balance Transfer	15.25% (v)	\$0.00	\$0.00
2.9% Purchase Intro Promotion	15.25% (v)	\$0.00	\$0.00

(v) = variable rate

2023 Total Year-to-Date

Total fees charged in 2023	\$0.00
Total interest charged in 2023	\$3,996.12



**SOUTH CAROLINA
FEDERAL**
CREDIT UNION™

Corporate Account Name: THAMES HOLDINGS 7
Account Name: THAMES HOLDINGS 7

Corporate Number [REDACTED]
Account Ending I [REDACTED]

Corporate Account Summary

Previous Account Balance	\$50,354.75	Statement Closing Date	08/07/2023
Payments and Credits	\$2,363.75	Days This Period	31
Purchases and Debits	\$2,006.15	Credit Limit	\$50,000.00
Cash Advances	\$0.00	Available Credit	\$0.00
Fees	\$0.00	Cash Limit	\$50,000.00
Finance Charges	\$633.27	Available Cash	\$0.00
New Ending Balance	\$50,630.42		
		Payment Due Date	09/04/2023
Total Amount of Disputes	\$0.00	Payment Amount Due	\$1,896.42

Questions? View your account information online at www.scfederal.org or call our Customer Service Center toll free at 1-855-325-0904 or 1-571-526-3514.

Send Billing Inquiries and Correspondence to:
P.O. Box 2087, Omaha, NE 68103-2087

Mail Payments to: P.O. Box 2711, Omaha, NE 68103-2711

ELECTRONICALLY FILED - 2024 Jul 18 9:11 AM - BERKELEY - COMMON PLEAS - CASE#2024CP0801342

South Carolina Federal Credit Union
P.O. Box 190012
N. Charleston SC 29419-9012



Account Ending In [REDACTED]
Payment Due Date 09/04/2023
New Balance \$50,630.42
Minimum Payment Due \$1,896.42

Make Check Payable To:

\$

THAMES HOLDINGS 7
1040 HEAVEN DR
SAINT STEPHEN SC 29479



South Carolina Federal Credit Union
P.O. Box 2711
Omaha NE 68103-2711



520534800011008500000189642000050630429

IMPORTANT INFORMATION

Interest Charge Calculation Methods and Computation of Average Daily Balance Subject to Interest Charge. The **Interest Charge** Calculation Method applicable to your account for Cash Advances and Credit Purchases of goods and services that you obtain through the use of your card is specified and explained below:

Explanation of Interest Charge for Cash Advance Plans and Retail/Purchase Plans

Cash Advance Plans - Average Daily Balance (including current transactions). The **Interest Charge** on cash advances begins from the date you obtained the cash advance, or the first day of the billing cycle in which it is posted to your account, whichever is later. There is no grace period provided for current cycle transactions.

The **Interest Charges** for a billing cycle are computed by dividing the Annual Percentage Rate (APR) by 12 and applying to the "average daily balance" of cash advances. To get the average daily balance, we take the beginning cash balance of your account each day, add any new cash advances, and subtract any payments, credits, non-accruing fees, and unpaid Interest Charges. This gives us the average daily cash advance balance. Then we add up all the daily balances for the billing cycle and divide the total by the number of days in the billing cycle.

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The **Interest Charges** for a billing cycle are computed by dividing the Annual Percentage Rate (APR) by 12 and applying to the "average daily balance" of retail /purchase balances. To get the average daily balance, we take the beginning retail/purchase balance of your account each day, add any new purchases, and subtract any payments, credits, non-accruing fees, and unpaid Interest Charges. This gives us the average daily retail/purchase balance. Then we add up all the daily balances for the billing cycle and divide the total by the number of days in the billing cycle.

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By sending your check, you are authorizing the use of the information on your check to make a one-time electronic debit from the account on which the check is drawn. This electronic debit, which may be posted to your account as early as the date your check is received, will be only for the amount of your check. The original check will be destroyed and we will retain its image in our records. If you have questions please call the customer service number on the front of this billing statement.

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Negative Credit Reports: We may report information about your account to credit bureaus. Late payments, missed payments, or other defaults on your account may be reflected in your credit report.

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In Case of Errors or Inquiries About Your Bill. If you think your bill is wrong, or if you need more information about a transaction on your bill, write us on a separate sheet of paper at the address indicated on the front of this statement after the phrase "Send Inquiries To" as soon as possible. We must hear from you no later than 60 days after we sent you the first bill on which the error or problem appeared. You can telephone us, but doing so will not preserve your rights.

In your letter, give us the following information:

- Your name and account number
- The dollar amount of the suspected error
- Describe the error and explain, if you can, why you believe there is an error. If you need more information, describe the item you are unsure about.

You do not have to pay any amount in question while we are investigating, but you are still obligated to pay the parts of your bill that are not in question. While we investigate your question we cannot report you as delinquent or take any action to collect the amount you question.

Special Rule For Credit Card Purchases

If you have a problem with the quality of goods or services that you purchased with a credit card, and you have tried in good faith to correct the problem with the merchant, you may not have to pay the remaining amount due on the goods or services. You have this protection only when the purchase price was more than \$50.00 and the purchase was made in your home state or within 100 miles of your mailing address. (If we own or operate the merchant, or if we mailed you the advertisement for the goods or services, all purchases are covered regardless of amount or location of purchase).

Report a Lost or Stolen Card Immediately: Please notify South Carolina Federal immediately if your Card is lost or stolen. You may telephone our Card Service Center at 1-855-325-0904 or 1-571-526-3514. You may also contact South Carolina Federal directly at 1-800-845-0432 to report the loss, theft or possible unauthorized use of the Card. You may be liable for the unauthorized use of the Card, but you will not be liable for unauthorized use that occurs after you notify South Carolina Federal, verbally or in writing, of the loss, theft or possible unauthorized use of your Card. In any case, your liability for unauthorized use of the Card will not exceed \$50. Do not use your account after you report a lost or stolen card.

OIEQ1176 - 1 - 07 12:2021



Account Name: THAMES HOLDINGS 7

Account Number Ending In [REDACTED]

Reward Summary

Beginning Points	0
Points Earned	0
Points Redeemed	0
Points Expired	0
New Points Balance	0
Points Expiring Next 90 Days	0

Important Information

THANK YOU FOR CHOOSING SOUTH CAROLINA FEDERAL FOR YOUR CREDIT CARD NEEDS.

YOUR ACCOUNT IS OVER THE CREDIT LIMIT IN THE AMOUNT OF \$630.42.
PLEASE REMIT IMMEDIATELY.

POINTS BALANCE ARE NOT UPDATED BASED ON STATEMENT CYCLE BUT ARE BASED ON THE CALENDAR MONTH.
PLEASE CHECK YOUR ONLINE UCHOOSE REWARDS ACCOUNT FOR YOUR MOST CURRENT BALANCE.

Corporate Account Activity

THAMES HOLDINGS 7
Card Ending In [REDACTED]

Post Date	Tran Date	Reference Number	Transaction Description	\$Amount
07/14	07/14	85287726300XVH4NY	PAYMENT THANK YOU N. CHARLESTONSC	1,259.00-
07/14	07/14	85287726300XVH4NY	PAYMENT THANK YOU N. CHARLESTONSC	354.75-
07/25	07/25	85287726E00XSMZG0	PAYMENT THANK YOU N. CHARLESTONSC	750.00-
Total Activity				2,363.75-
Total Fees This Period				0.00
08/07	08/07		Interest Charge on Purchases	633.27
08/07	08/07		Interest Charge on Cash Advances	0.00
Total Interest This Period				633.27

Cardholder Account Activity

RICHARD N THAMES
Card Ending In [REDACTED]

Total Amount \$2,006.15

Post Date	Tran Date	Reference Number	Transaction Description	\$Amount
07/08	07/07	52708285W8B6A6PN5	RUSSELL REID/MR JOHN KEASBEY NJ	160.65
07/14	07/14	555062963TB44JAP8	COMPLETE COMFORT AIR L MOUNT PLEASAN SC	438.00
07/19	07/19	55446416960JM249W	TAYLOR FREEZER SALES C CUMMING GA	384.71
07/19	07/19	5270828688B6A3P7Y	RUSSELL REID/MR JOHN KEASBEY NJ	196.35
07/26	07/26	55432866F613DGDMT	1165 MT PLEASANT WATER 843-884-9626 SC	388.80
07/26	07/26	85140516GS66MFDL8	ALL STATE COMPACTORS,I 8002760744 NV	234.72
07/27	07/27	52708286G8B6AT1JL	RUSSELL REID/MR JOHN KEASBEY NJ	196.35
08/04	08/04	05436846R5S9R0MSJ	WALMART.COM 8009666546 BENTONVILLE AR	6.57



Account Name: THAMES HOLDINGS 7

Account Number Ending In: [REDACTED]

Finance Charges

Type of Balance	Annual Percentage Rate (APR)	Balance Subject To Interest Rate	Interest Charge
Purchases	15.25% (v)	\$49,824.80	\$633.27
Cash Advance	15.25% (v)	\$0.00	\$0.00
Balance Transfer	15.25% (v)	\$0.00	\$0.00
2.9% Purchase Intro Promotion	15.25% (v)	\$0.00	\$0.00
(v) = variable rate			

2023 Total Year-to-Date

Total fees charged in 2023	\$0.00
Total interest charged in 2023	\$3,360.66

STATE OF SOUTH CAROLINA	)	IN THE COURT OF COMMON PLEAS
)	
COUNTY OF BERKELEY	)	CIVIL CASE NUMBER: 2024-CP-08-01342
)	
SOUTH CAROLINA FEDERAL CREDIT UNION,)	
)	
)	
Plaintiff,)	
vs.)	
	)	CERTIFICATE OF SERVICE
)	
THAMES HOLDINGS 7 LLC and)	
RICHARD NATHANIEL THAMES A/K/A)	
RICHARD N. THAMES,)	
)	
Defendants.)	
)	

I, as attorney of record for Plaintiff, hereby certify that on the 18th day of July, 2024, I caused to be served a copy of the Motion for Summary Judgment, Affidavit of Sonya Medlock in Support of Summary Judgment, exhibits and this Certificate of Service by placing copy of the same in a postage paid envelope addressed to the person hereafter named:

Richard Nathaniel Thames a/k/a Richard N. Thames
 1040 Heaven Dr.
 P.O. Box 412
 St. Stephen, SC 29479

s/Reid E. Dyer
 Reid E. Dyer, SC Bar # 79155
 MOORE & VAN ALLEN PLLC
 78 Wentworth Street
 Post Office Box 22828
 Charleston, SC 29413-2828
 Telephone: (843) 579-7000
 ATTORNEYS FOR PLAINTIFF
 SOUTH CAROLINA FEDERAL CREDIT UNION

STATE OF SOUTH CAROLINA	)	IN THE COURT OF COMMON PLEAS
)	
COUNTY OF BERKELEY	)	CIVIL CASE NUMBER: 2024-CP-08-01342
)	
SOUTH CAROLINA FEDERAL CREDIT UNION,)	
)	
)	
Plaintiff,)	
vs.	)	NOTICE OF HEARING
)	
THAMES HOLDINGS 7 LLC and)	
RICHARD NATHANIEL THAMES A/K/A)	
RICHARD N. THAMES,)	
)	
Defendants.)	
)	
)	

TO: THAMES HOLDINGS 7 LLC and RICHARD NATHANIEL THAMES A/K/A RICHARD N. THAMES, DEFENDANTS:

PLEASE TAKE NOTICE that a Hearing on Plaintiff’s Motion for Summary Judgment AND Motion for Entry of Default will be held on September 18, 2024, at 02:00 o'clock p.m., before the Honorable Jennifer B. McCoy, Presiding Judge for Berkeley County, via WebEx Virtual Courtroom. To access the WebEx Virtual Courtroom, you will need to access the South Carolina Judicial website at SCCOURTS.ORG. Click "Calendar", then "Monthly View", then "Circuit" on the day your hearing is scheduled. Click the link below the judge's name that is scheduled to be heard by. In this instance, you will click September 18, 2024. Then Virtual Courtroom for McCoy, Jennifer B. Insert your full name and email address. The Password will automatically populate. If not, the password is "sccourts". Then click "Join Now" when highlighted.

PLEASE BE PRESENT IF SO MINDED.

s/Reid E. Dyer
 Cynthia Jordan Lowery, SC Bar # 12499
 Reid E. Dyer, SC Bar # 79155
 Moore & Van Allen PLLC
 78 Wentworth Street
 Post Office Box 22828
 Charleston, SC 29413-2828
 (843) 579-7000
 Attorneys for South Carolina Federal Credit Union

CHARLESTON, SC
 September 6, 2024

STATE OF SOUTH CAROLINA	)	IN THE COURT OF COMMON PLEAS
)	
COUNTY OF BERKELEY	)	CIVIL CASE NUMBER: 2023-CP-08-01342
)	
SOUTH CAROLINA FEDERAL CREDIT UNION,)	
)	
)	
Plaintiff,)	
vs.	)	CERTIFICATE OF SERVICE
)	
THAMES HOLDINGS 7 LLC and)	
RICHARD NATHANIEL THAMES A/K/A)	
RICHARD N. THAMES,)	
)	
Defendants.)	
_____)	

I, as attorney of record for Plaintiff, hereby certify that on the 6th day of September, 2024, I caused to be served a copy of the Notice of Hearing and this Certificate of Service by placing copy of the same in a postage paid envelope addressed to the parties hereafter named:

Thames Holdings 7 LLC
 c/o Richard Thames, it's Registered Agent
 1040 Heaven Dr.
 St. Stephen, South Carolina 29479

Richard Nathaniel Thames a/k/a Richard N. Thames
 PO Box 412
 St. Stephen, South Carolina 29479

s/Reid E. Dyer
 Reid E. Dyer, SC Bar # 79155
 MOORE & VAN ALLEN PLLC
 78 Wentworth Street
 Post Office Box 22828
 Charleston, SC 29413-2828
 Telephone: (843) 579-7000
 ATTORNEYS FOR PLAINTIFF
 SOUTH CAROLINA FEDERAL

This is an attempt to collect a debt and is a communication from a debt collector and any further information obtained will be used for this purpose.

RECEIVED

Jan 09 2026

SC Court of Appeals

THE STATE OF SOUTH CAROLINA
In The Court of Appeals

APPEAL FROM BERKELEY COUNTY
Court of Common Pleas

The Honorable Jennifer B. McCoy, Circuit Court Judge

Appellate Case No. 2024-001925
Case No. 2024-CP-08-01342

South Carolina Federal Credit Union.Respondent,

v.

Thames Holdings 7 LLC and Richard Nathaniel Thames A/K/A Richard N.
Thames, Defendants,
of which Richard Nathaniel Thames is theAppellant.

PROOF OF SERVICE

This is to certify that I have this day served counsel in the foregoing matter with a copy of
**RESPONDENT SOUTH CAROLINA FEDERAL CREDIT UNION’S MOTION (A) TO
DISMISS OR, IN THE ALTERNATIVE, COMPEL APELLANT TO INCLUDE IN THE
RECORD ON APPEAL ALL ITEMS DESIGNATED BY RESPONDENT AND (B) FOR
EXTENSION OF TIME** via electronic mail and regular mail, addressed as follows:

Via Electronic Mail rnthames@tds.net and Regular Mail
Richard Nathaniel Thames
PO Box 412
St. Stephen, SC 29479

s/ Reid E. Dyer

Cynthia Jordan Lowery (SC Bar No. 12499)

Reid E. Dyer (SC Bar No. 79155)

Moore & Van Allen PLLC

78 Wentworth Street

P.O. Box 22828

Charleston, SC 29413-2828

Telephone: (843) 579-7000

cynthialowery@mvalaw.com

reiddyer@mvalaw.com

Attorneys for Respondent

South Carolina Federal Credit Union

January 9, 2026

Charleston, South Carolina

RECEIVED

Jan 09 2026

SC Court of Appeals

January 9, 2026

Moore & Van Allen

VIA E-FILING

The Honorable Jenny Abbott Kitchings
Clerk, South Carolina Court of Appeals
P.O. Box 11629
Columbia, SC 29211
ctappfilings@sccourts.org

Reid E. Dyer
Attorney at Law

T 843 579 7045
F 843 579 8754
reiddy@mvallaw.com

Moore & Van Allen PLLC

78 Wentworth Street
Charleston, SC 29401-1428

Mailing Address:
Post Office Box 22828
Charleston, SC 29413-2828

**Re: South Carolina Federal Credit Union, Respondent vs. Thames Holdings
7 LLC and Richard Nathaniel Thames a/k/a Richard N. Thames,
Defendants, of which Richard Nathaniel Thames is the Appellant
Civil Action No.: 2024-CP-08-01342
Appellate Case No.: 2024-001925
MVA File No.: 028648.006424**

Dear Ms. Kitchings,

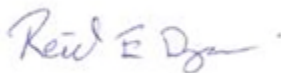
With regard to the above-referenced matter, please accept the enclosed **Respondent South Carolina Federal Credit Union's Motion (A) To Dismiss Or, In The Alternative, Compel Appellant To Include In The Record On Appeal All Items Designated By Respondent And (B) For Extension of Time, Exhibit "A" and Proof of Service** for filing. The required filing fee in the amount of \$50.00 is being mailed to the Court under separate cover.

By copy of this letter, I am serving pro se Appellant via email and regular mail with a copy of **Respondent's Motion**.

Thank you for your assistance in this matter. If you should have any questions or concerns, please feel free to contact me.

Sincerely,

MOORE & VAN ALLEN PLLC



Reid E. Dyer

Enclosures: As Stated

cc: **Via Electronic Mail rnthames@tds.net and Regular Mail**
Richard Nathaniel Thames
PO Box 412
St. Stephen, SC 29479