

THE STATE OF SOUTH CAROLINA
In The Court of Appeals

APPEAL FROM THE COURT OF COMMON PLEAS

Robert E. Hood, Fifth Judicial Circuit

Appellate Case No. 2017-002639

RECEIVED
SEP 18 2018
SC Court of Appeals

South Carolina Department of
Consumer Affairs,

Appellant,

v.

Cash Central of South
Carolina, LLC,

Respondent.

RECORD ON APPEAL – VOLUME II

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Attorneys for Respondent

**RECORD ON APPEAL
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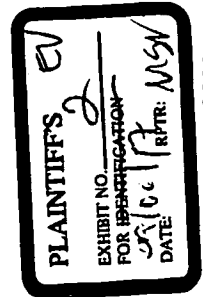
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Attachment B

State	Trade Name	License Type	License No.
Alabama	Cash Central of Alabama, LLC d/b/a Cash Central	Deferred Presentment License	DP 21476
Alaska	Cash Central of Alaska, LLC d/b/a Cash Central	Deferred Deposit Advance	No. 23
California	Cash Central of California, LLC d/b/a Cash Central	Deferred Deposit Transaction License	File# 100-3039
Delaware	Cash Central of Delaware, LLC d/b/a Cash Central	Licensed Lender License	No-8705
Hawaii	Cash Central of Hawaii, LLC d/b/a Cash Central	None Issued	N/A
Idaho	Cash Central of Idaho, LLC d/b/a Cash Central	Payday Lenders	No. RPD-5076
Kansas	Cash Central of Kansas, LLC d/b/a Cash Central	Supervised Loan License	SL. 0000394
Minnesota	Cash Central of Minnesota, LLC d/b/a Cash Central	Small Loan Lender Company	No. SL37
Mississippi	Cash Central of Mississippi, LLC d/b/a Cash Central (not currently lending)	Check Cashier License	1008
Missouri	Cash Central of Missouri, LLC d/b/a Cash Central	Small Loan Company	500-13-6677
Nevada	Cash Central of Nevada, LLC d/b/a Cash Central	Deferred Deposit Services	CDTH 11127
North Dakota	Cash Central of North Dakota, LLC d/b/a Cash Central	Deferred Presentment Service Provider	DP102351
Ohio	Cash Central of Ohio, LLC d/b/a Cash Central	CSO	CS.900178.000
Oklahoma	Cash Central of Oklahoma, LLC d/b/a Cash Central (Not currently lending)	Deferred Deposit Lender	DDL00786
South Dakota	Cash Central of South Dakota, LLC d/b/a Cash Central	Money Lending License	MYL-2619
Tennessee	Cash Central of Tennessee, LLC d/b/a Cash Central	Deferred Presentment License	114437
Texas	Cash Central of Texas, LLC d/b/a Cash Central	Credit Access Business License	16283-59168
Utah	Cash Central of Utah, LLC d/b/a Cash Central	Internet Deferred Deposit Lender	N/A
Washington	Cash Central of Washington, LLC d/b/a Cash Central	Small Loan Endorsement	530-SL-29008
Wisconsin	Cash Central of Wisconsin, LLC d/b/a Cash Central	Payday Lenders	No. 9
Wyoming	Cash Central of Wyoming, LLC d/b/a Cash Central	Post Dated Check Cashier	PDCC-0764



0663

	Installment Loans		
Alabama	Cash Central of Alabama, LLC d/b/a Cash Central	Consumer Credit License	MC 21670
California	Cash Central of California, LLC d/b/a Cash Central	Finance Lender	603 J868
Delaware	Cash Central of Delaware, LLC d/b/a Cash Central	SAME AS ABOVE	
Idaho	Cash Central of Idaho, LLC d/b/a Cash Central	Regulated Lender	RRL-8678
Missouri	Cash Central of Missouri, LLC d/b/a Cash Central	Consumer Installment Lender Company	510-13-6917
New Mexico	Cash Central of New Mexico, LLC d/b/a Cash Central	Small Loan Company	1815
Utah	Cash Central of Utah, LLC d/b/a Cash Central	Consumer Credit Notification	N/A
Wisconsin	Cash Central of Wisconsin, LLC d/b/a Cash Central	Loan Company	2136

Cash Central of South Carolina, LLC

Business Organization Chart

Community Choice Financial Inc.
An Ohio corporation
 Owns 100% of Direct Financial Solutions, LLC
 William Edward Saunders, CEO
 Kyle Hanson, President
 Chad Streff, CTO, CCO, Sr. VP
 Bridgette Roman, General Counsel, Secretary, Sr. VP
 Michael Durbin, Treasurer, CFO, Sr. VP

Direct Financial Solutions, LLC
A Delaware LLC
 Owns 100% of Cash Central of South Carolina, LLC
 Steven Todd Jensen, Manager
 William Edward Saunders, Manager
 Kyle Hanson, Manager
 Bridgette Roman, Manager
 Michael Durbin, Manager
 Chad Streff, Manager

Cash Central of South Carolina, LLC
A South Carolina LLC owned 100% by Direct Financial Solutions, LLC
 Steven Todd Jensen, Manager
 William Edward Saunders, Manager
 Kyle Hanson
 Bridgette Roman, Manager
 Michael Durbin, Manager
 Chad Streff, Manager

Exhibit A
Managers
Cash Central of South Carolina, LLC

✓ S. Todd Jensen

Residential - [REDACTED]

Business - 84 East 2400 North, North Logan, Utah 84341

✓ William Saunders

Residential - [REDACTED]

Business - 7001 Post Road, Suite 200, Dublin, Ohio 43016

✓ Kyle Hanson

Residential - [REDACTED]

Business - 7001 Post Road, Suite 200, Dublin, Ohio 43016

Chad Streff

Residential - [REDACTED]

Business - 7001 Post Road, Suite 200, Dublin, Ohio 43016

✓ Bridgette Roman

Residential - [REDACTED]

Business - 7001 Post Road, Suite 200, Dublin, Ohio 43016

✓ Michael Durbin

Residential - [REDACTED]

Business - 7001 Post Road, Suite 200, Dublin, Ohio 43016



The State of South Carolina
Board of Financial Institutions

Consumer Finance Division
1205 Pendleton Street, Suite 306
Columbia, SC 29201
www.consumerfinance.sc.gov

TELEPHONE: (803) 734-2020
FAX: (803) 734-2025

JIM COPELAND
Acting Commissioner

CARL JEFFCOAT
Assistant Commissioner

March 3, 2014

Cash Central of South Carolina, LLC
84 East 2400 North
Logan, UT 84341

Re: License Renewal 2014 for License S#8209

Dear Sir:

License renewal for the year 2014 was due February 1, 2014. Licenses cannot remain in force unless the renewal form, with fee, is completed, notarized, and received in our office. All licenses expire on December 31st of each year. You must register each licensed office with the Board and pay a fee to continue the license for 2014.

Since we have not received your renewal form or fee, we will assume that you do not plan to originate, purchase, or service consumer loans in excess of 12% APR. If we do not receive your renewal fee in our office by March 24, 2014, we will proceed to schedule a hearing to show cause why your license should not be revoked pursuant to 37-3-504.

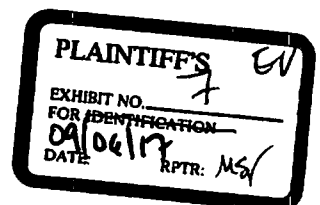
Renewal forms may be found on our website at www.consumerfinance.sc.gov under Consumer Lending. Please print, complete, notarize and overnight the renewal fee to the following address:

Consumer Finance Division
1205 Pendleton Street, Suite 306
Columbia, SC 29201

If you intend to cancel, please forward the original license(s) with a letter stating that you are voluntarily surrendering the license for cancellation. If you have questions or concerns, you may contact me at (803) 734-2020.

Sincerely,

Jim Copeland
Consumer Finance Division





**The State of South Carolina
Board of Financial Institutions**

Consumer Finance Division
1205 Pendleton Street, Suite 306
Columbia, SC 29201
www.consumerfinance.sc.gov

TELEPHONE: (803) 734-2020
FAX: (803) 734-2025

JIM COPELAND
Acting Commissioner

CARL JEFFCOAT
Assistant Commissioner

NOTICE AND ORDER FOR HEARING

TO: Cash Central of South Carolina, LLC License # 8209
dba www.cashcentral.com
Attn: Todd Jensen
84 East 2400 North
Logan, UT 84341

Todd Jensen, Cash Central of South Carolina, LLC is hereby notified that the Board of Financial Institutions, Consumer Finance Division, has initiated this action to show cause why your license should not be revoked or suspended.

Place of Hearing: SC Board of Financial Institutions
Consumer Finance Division
1205 Pendleton Street, Suite 300
Columbia, SC 29201

Time of Hearing: April 15, 2014 9:00 AM

ISSUES

1. Failure to pay license renewal fee to the Board by February 1st, as required by 37-3-503(8) of the South Carolina Code of Laws.

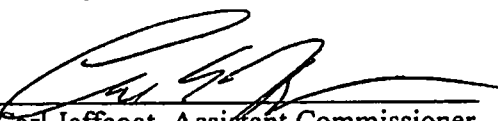
ADDITIONAL NOTICE

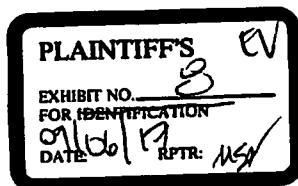
The Respondent's failure to appear at the hearing may result in a finding that the Respondent is in default, that the Consumer Finance Division's allegations contained in this notice may be accepted as true, and its proposed action may be upheld.

Persons attending the hearing should bring all evidence bearing on the case, including any records or other documents. The parties will have the opportunity to be heard orally.

Dated this 26th day of March 2014.


Jim Copeland, Acting Commissioner


Carl Jeffcoat, Assistant Commissioner



SC Board of Financial Institutions

Consumer Finance Division
1205 Pendleton Street, Suite 306
Columbia, SC 29201
Tel. (803) 734-2020
Fax: (803) 734-2025



RECEIVED

APR 16 2015

STATE BOARD OF
FINANCIAL INSTITUTIONS
CONSUMER FINANCE DIVISION

AFFIDAVIT

License # S- See Licensee Addendum

1. All files have been submitted in their entirety as requested by the Consumer Finance Division of the SC Board of Financial Institutions.
2. There are no loans or other extensions of credit, charges, fees or agreements which have not been duly reported as applicable.
3. We have been advised of the following deficiencies on the review of our files and have been instructed by reference to Item 5 below regarding the proper method of correction.

****See attached Addendum****

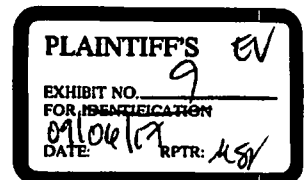
See lines 4, 5, & 6 of Affidavit

*****The Division reserves the right to further review and offer further instruction at a later date.*****

4. It is understood that all loans and renewals made from 10/2/2013 to the date of this Affidavit are to be checked and all necessary corrections made.
5. The Consumer Finance Division will be notified before 6/5/2015 that action has been taken, giving the account numbers, name of borrower, check number, amount of refund due and the date the correction was effected. A copy of each check disbursed for the refund will be submitted with the notification for proof of said action.
6. It is fully understood that failure to advise the Consumer Finance Division before 6/5/2015 of the corrective action will result in a hearing to SHOW CAUSE why this license should not be revoked or suspended.
7. It is further understood that if, upon a recheck of my files, any errors are discovered which were supposed to be corrected, the penalty as provided in Section 37-3-504 of the Code of Laws of South Carolina, as amended, will be invoked.
8. A copy of this Affidavit is acknowledged by the undersigned.

Examiner: Larry O. Bryant and Phyllis L. Wicker
Date: 4/3/2015

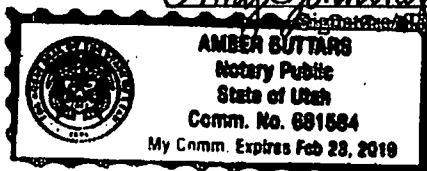
Cash Central of South Carolina, LLC
www.cashcentral.com
84 East 2400 North
North Logan, Utah 84341



Sworn to before me this 15th day of April, 2015.

Notary Public (

Commission expiration: Feb. 23, 2019



Amber Butters / Director of Compliance

0721

SC BOARD OF FINANCIAL INSTITUTIONS

Consumer Finance Division
1205 Pendleton St.; Suite 306
Columbia, SC 29201
Tel. (803) 734-2020
Fax: (803) 734-2025



ADDENDUM TO AFFIDAVIT

Cash Central of South Carolina LLC
See Attached Licensee Addendum

SECTION 37-3-502 & 37-3-503. License to make supervised loans. A licensee may conduct the business of making supervised loans only at or from any place of business for which he holds a license and not under any other name than that in the license.

Findings: Contracts do not disclose the licensed name *www.cashcentral.com*. The Division views this as unlicensed activity. See examples #144 Wigfall.

Corrective Action: Licensee must cease all activity from this location until web address (*www.cashcentral.com*) is added to contract and an example submitted to the Division.

SECTION 37-3-305. Filing and posting maximum rate schedule.

Findings #1: Licensee made consumer loans from October 2, 2013 to present. Licensee has not provided evidence that maximum rate schedule was filed with SC Department of Consumer Affairs. Licensee is required to file maximum rate schedule by January 31st of each year, if APR exceeds 18%. All loans reviewed exceeded 18%.

Corrective Action #1: All loans in violation (open and paid out) are to be recast to 18%. Payments are to be retracted and reapplied at 18%. Submit a list of consumers, totals of refunds (number and dollar amount), copies of payment histories and copies of the refund checks if applicable.

Findings #2: The maximum rate schedule is not posted on licensee's website.

Corrective Action #2: Notify the Division when the maximum rate schedule is filed and posted on the website. Loans cannot exceed 18% until proper rates are filed and posted.

Cash Central of South Carolina LLC

SECTION 37-3-201(4) & 12 CFR Part 1026, Appendix J. Loan finance charge for consumer loans.

Findings: Contract rate is not disclosed on the loan contract. The contract rate is higher than the APR and is not within the APR tolerance. APR must be calculated on 360 day year (monthly) or 364 day year (weekly or biweekly). The contract rate must be calculated on a 365 day year. See examples # 144 Wigfall.

Corrective Action: Re-disclose all contracts with correct contract rate to consumers via US mail and provide corrected copy to the Division within sixty days.

SECTION 37-3-511, 37-1-109, & 37-3-204(1) (D). Regular Schedule of Payments: Maximum Loan Terms. See attached Administrative Interpretation.

Findings #1: The interval period from the date of the loan to the first payment should not be shorter than the regular equal periodic interval. See examples #784 Clyburn.

Corrective Action #1: Submit a letter of explanation regarding the method that will be used to correct the above deficiency and to avoid future violations.

Findings #2: The interval period from the date of the loan to the first payment should not exceed the following:

- 11 days – weekly computation period
 - 21 days – Bi-weekly computation period
 - 22 days – Bi-monthly computation period
 - 45 days – Monthly computation period
- See examples #132 Edwards and #667 Lewallen.

Corrective Action #2: Submit a letter of explanation regarding the method that will be used to correct the above deficiency and to avoid future violations.

SECTION 12 CFR Part 1005.2(K) Preauthorized Electronic Fund Transfer Act.

Findings: The licensee is submitting ACH transactions on numerous consumers before or after their due dates. See example #765 Jordan, #783 Bolder and #560 Falcone.

Corrective Action: The Division is requesting a written response from the licensee explaining why ACH transactions are being submitted before or after customer's due date. This practice could cause additional charges to the consumer such as late fees and NSF fees that should be refunded to the consumer. The Division reserves the right to further review of all consumers affected.

Cash Central of South Carolina, LLC

SECTION 12 CFR Part 1005.10(C1 & C2) Preauthorized Electronic Transfer Act.

Findings: Licensee's loan agreements do not state number of days that consumer is required to notify licensee in advance to stop ACH authorization. See example #144 Wigfall.

Corrective Action: Revise documents so that both the loan agreement and authorization form reflect three business days to cancel.

SECTION 12 CFR Part 1005.7 Preauthorized Electronic Fund Transfer Act.

Findings: Company cannot have a contractual clause indicating an ACH can vary in amounts. Varied amounts require a separate signed authorization from the customer. See example #144 Wigfall

Corrective Action: Company must remove this section from contract. Send proof of corrected contract to the Division for review.

SECTION 37-3-505 Records; annual reports.

Findings: The Division is unable to audit record due to lack of information. Multiple instances of payment histories with no matching contracts or contracts with no matching payment histories. See examples #144 Wigfall, #667 Lewallen, #860 Faulk, and #655 Adams.

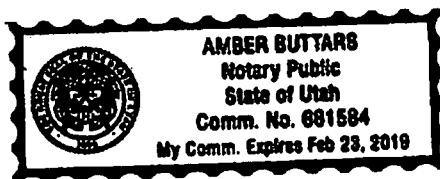
Corrective Action: Licensee to review all documentation sent to the Division originally and provide the Division with all omitted payment histories and/or contracts. Failure to comply with document requests will result in enforcement action.

*****See lines 4, 5 and 6 of Affidavit*****

Sworn to before me this 15th
day of April 2015

Amber Butters
Notary Public
Commission expires Feb. 23, 2019

Amy Jennings
(Manager/Agent) Director of Compliance



SC Board of Financial Institutions

Consumer Finance Division
1205 Pendleton Street, Suite 306
Columbia, SC 29201
Tel. (803) 734-2020
Fax: (803) 734-2025
www.consumerfinance.sc.gov



Licensee Addendum

Cash Central of South Carolina, LLC
84 East 2400 North
North Logan, UT 84341

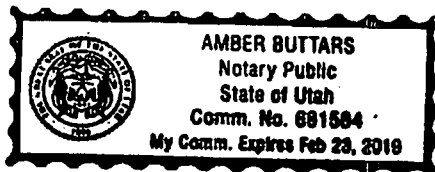
S/R	License#	Licensee	Address	City	State	Zip
S	8208	Cash Central of South Carolina, LLC	84 East 2400 North	North Logan	UT	84341
S	8209	www.cashcentral.com				

Sworn to before me this 15th
Day of April, 2015

Amber Butters
Notary Public
My Commission Expires: Feb. 23, 2019

By: Amy Jennings
Manager/Agent/Director of Compliance

Amy Jennings
Print Name



**ANNUAL REPORT
OF SUPERVISED LICENSEES**

**CONSUMER FINANCE DIVISION
S.C. BOARD OF FINANCIAL INSTITUTIONS**

January 1st through December 31st, 2013

TO: STATE BOARD OF FINANCIAL INSTITUTIONS

A consolidation of licensee information received pursuant to 37-3-505(2) of the Code of Laws of South Carolina 1976, as Amended, is hereby submitted to the Board.

As of December 31, 2013, there were 1,415 Supervised Licensees operating in South Carolina, representing 99.44% of the total licensed finance companies.

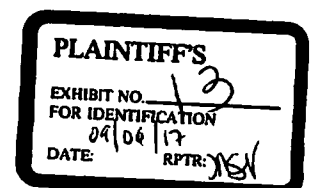
There were also 93 licenses issued, 53 licenses cancelled and 108 changes of name and/or address effected during the calendar year.

253 written complaints were received, investigated and brought to a successful conclusion during the calendar year 2013, in addition to numerous telephone inquiries.

Respectfully submitted,

**Jim Copeland,
Acting Commissioner**

**Carl Jeffcoat, Assistant
Assistant Commissioner
Consumer Finance Division
Board of Financial Institutions**



**Supervised Licensees
Balance Sheet
December 31 2013**

	Column 1 Consumer Loan Business	Column 2 Sales Fin. & All Other Bus.	Column 3 Total Business
ASSETS			
Gross Receivables	\$1,691,451,297	\$994,990,176	\$2,686,441,473
Cash on Hand and in Banks	\$29,183,691	\$6,515,128	\$35,698,819
Real Estate (Less Depreciation)	\$2,711,828	\$0	\$2,711,828
Furniture, Fixtures, Equipment (less Depreciation)	\$17,914,684	\$1,019,781	\$18,934,465
Accounts Receivable	\$48,746,513	\$14,965,241	\$63,711,754
Repossessions	\$4,642,854	\$5,155,945	\$9,798,799
Miscellaneous	\$153,878,894	\$100,124,366	\$254,003,260
TOTAL ASSETS	<u>\$1,948,529,761</u>	<u>\$1,122,770,637</u>	<u>\$3,071,300,398</u>

No. of Outstanding Adjusted Receivables:

<u>Col. 1</u>	<u>Col. 2</u>	<u>Col. 3</u>
847,002	78,864	925,866

LIABILITIES

Accounts and Notes Payable:

a. Banks	\$799,132,330
b. Due Parent Company or Affiliate	\$870,507,889
Bond and Long Term Accounts & Notes	\$274,127,721

Other Liabilities:

a. Accrued Expenses	\$125,546,631
b. Dealers Reserve	\$4,093,603
c. Miscellaneous	\$210,322,819

Net Worth (if Individual or Partnership) \$75,504,039

Capital Stock (if Corporation) \$30,750,561

Surplus \$681,314,805

TOTAL LIABILITIES **\$3,071,300,398**

**Statement of Income and Expenses
For the Year Ended December 31, 2013**

INCOME	Column 1 Consumer Loan Business	Column 2 Sales Fin. & Other Business	Column 3 Total Business
Charges Collected and/or Earned	\$637,081,253	\$146,183,570	\$783,264,823
Other Income:			
a. Bad Debt Recoveries	\$15,420,255	\$44,813,701	\$60,233,956
b. Miscellaneous	\$27,459,736	\$17,471,249	\$44,930,985
c. Income on Loans Held for Servicing Only	\$30,950,041	\$405,925	\$31,355,966
Gross Operating Income	<u>\$710,911,285</u>	<u>\$208,874,445</u>	<u>\$919,785,730</u>
 EXPENSES			
Salaries, Wages, & Fees	\$150,055,224	\$7,471,879	\$157,527,103
Depreciation on Bldg., Furniture, Fixtures, & Autos	\$6,227,869	\$275,076	\$6,502,945
Charge-offs	\$156,816,556	\$92,039,270	\$248,855,826
Other Operating Expenses	<u>\$223,499,388</u>	<u>\$66,653,512</u>	<u>\$290,152,900</u>
Total Expenses (before Interest & Federal & State Income Taxes)	\$536,599,037	\$166,439,737	\$703,038,774
Net Operating Income (before Interest & Federal & State Income Taxes)	<u>\$174,312,248</u>	<u>\$42,434,708</u>	<u>\$216,746,956</u>

**Analysis of Loans Made
December 31, 2013**

Column 1 Consumer Loan Business	Column 2 Sales Finance & All Other Business
--	---

<u>Rate of Credit</u> <u>Extended</u>	<u>(APR Charged)</u> Weighted Average <u>(Highest)</u>	<u>(Most</u> <u>Frequent)</u>	<u>(APR Charged)</u> Weighted Average <u>(Highest)</u>	<u>(Most</u> <u>Frequent)</u>
a. \$150 or less	135.26%	130.70%	23.87%	23.87%
b. \$150.01 to \$600.00	87.92%	116.61%	25.98%	24.17%
c. \$600.01 to \$1,000.00	138.75%	139.14%	29.09%	23.31%
d. \$1,000.01 to \$2,500.00	110.22%	91.08%	41.35%	22.88%
e. \$2,500.01 to \$4,000.00	68.12%	56.46%	30.21%	21.11%
f. \$4,000.01 to \$5,000.00	66.57%	53.04%	28.22%	21.27%
g. \$5,000.01 and larger	42.99%	34.43%	36.24%	23.21%

<u>Size of Credit</u> <u>Extended</u>	<u>(Number)</u>	<u>(Amount)</u>	<u>(Number)</u>	<u>(Amount)</u>
a. \$150 or less	1,392	\$ 178,129	1	\$ 130
b. \$150.01 to \$600.00	343,335	\$ 149,293,643	642	\$ 294,098
c. \$600.01 to \$1,000.00	584,494	\$ 466,856,258	1,101	\$ 931,480
d. \$1,000.01 to \$2,500.00	446,537	\$ 659,183,200	2,379	\$ 3,983,836
e. \$2,500.01 to \$4,000.00	111,869	\$ 339,562,043	906	\$ 2,907,939
f. \$4,000.01 to \$5,000.00	26,386	\$ 118,582,745	552	\$ 2,633,753
g. \$5,000.01 and larger	61,957	\$ 517,187,684	32,674	\$ 625,255,859
h. TOTAL	<u>1,575,970</u>	<u>\$ 2,250,843,702</u>	<u>38,255</u>	<u>\$ 636,007,095</u>

Percentage of the number of Consumer Loans and Sales Finance and Other Business covered by Insurance which was purchased on behalf of the Borrower:

a. Credit Life Insurance	65.60%	7.73%
b. Health & Accident Insurance	28.68%	1.86%
c. Fire or Personal Property Floater	62.74%	9.28%

<u>Delinquency:</u>	<u>Consumer Loan Business</u>	<u>Sales Fin. & All Other Business</u>
a. Contractually delinquent for 60 days	\$ 45,553,847 2.69%	\$ 36,386,038 3.66%
b. Contractually delinquent for 90 days	\$ 71,020,024 4.20%	\$ 12,506,426 1.26%

**Analysis of Loans Made
December 31, 2013**

Total number of debtors filing bankruptcy during period **13,535**

Total number of legal actions filed during period **17,868**

	Consumer Loan Business		
	<u>(Number)</u>		<u>(Amount)</u>
Loans which renewed existing accounts	1,040,168	\$	1,340,957,015
New loans made to former borrowers	173,527	\$	267,176,449
Loans made to new borrowers	362,275	\$	642,710,238
Total Loans Made	1,575,970	\$	2,250,843,702
 Loans paid out by means other than renewal	 344,157	 \$	 625,052,171
Total number of renewals in which the borrower received a cash advance which was less than 10% of net outstanding loan balance at the time of the renewal	87,418		
 Total Loans outstanding at the beginning of the year	776,638	\$	1,633,250,760
Total loans outstanding at the end of the year	847,002	\$	1,691,451,297



BRIDGETTE C. ROMAN
GENERAL COUNSEL,
EXECUTIVE VICE PRESIDENT &
CORPORATE SECRETARY
DIRECT DIAL 614-760-2682
EMAIL: broman@ccfi.com

April 8, 2015

Via Overnight Courier
S.C. Department of Consumer Affairs
Legal Division – Registered Creditors
P.O. Box 5246
Columbia, SC 29250

Re: Consumer Credit Grantor Notification Form

To whom it may concern:

As a result of an internal review of compliance with South Carolina law, Cash Central of South Carolina LLC ("Cash Central") was unable to locate conclusive evidence of the filing of the enclosed form.

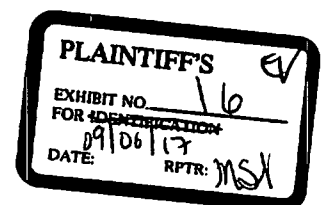
It appears from our records that the initial form was filed in late 2013. The employee who handled compliance with this aspect of South Carolina law resigned in December of 2014, however and, although we found the form among her documents, we can find no conclusive evidence that the form was submitted to your office.

Thus, out of an abundance of caution, another form and the accompanying check are enclosed hereunder. If this is, in fact, a duplicate filing, please notify me at the telephone number above. Thank you.

Yours very truly,

Bridgette C. Roman

BCR/ms
Enclosure



15 15

STATE OF SOUTH CAROLINA DEPARTMENT OF CONSUMER AFFAIRS

RENEWAL MAXIMUM RATE FILING SCHEDULE CONSUMER LOANS

Mailing Address
P.O. Box 5246
Columbia, SC 29250-5246

S.C. Code Ann. § 37-3-305 (Supp. 2009)
www.consumer.sc.gov
803-734-4253/800-922-1594

Street Address
2221 Devine Street, Suite 200
Columbia, SC 29205-2418

Note: THIS ORIGINAL FORM MUST ACCOMPANY A \$40.00 FILING FEE PER LOCATION

Cash Central of South Carolina LLC #1512700
dba Cash Central - www.CashCentral.com
84 East 24th
North Charleston, SC 29405
Telephone No. (843) 740-2108 E-Mail Address: bromoneccfi.com
Contact Person Bridgett C. Roman

Federal ID No. _____
SSN (Sole Proprietor) 58-208 / 56-204
Board of Financial Institutions License No. _____

Category

Indicate the dollar amount for each category (Supervised and restricted lenders, see instructions on the back)

1. Unsecured Personal Loans
1a. See attached
2. Secured Personal Loans, Non-Real Estate
2a. _____
2b. _____
3. Real Estate Mortgage Loans
3a. _____
4. Open-End (Revolving) Loans
4a. _____
5. All Other Consumer Loans
5a. _____

Maximum Annual Percentage Rate (APR)

Fixed APR for Loans	Variable APR for Loans
<u>see attached</u>	<u>n/a</u>
<u>n/a</u>	<u>n/a</u>
<u>n/a</u>	<u>n/a</u>
<u>n/a</u>	<u>n/a</u>
<u>n/a</u>	<u>n/a</u>

6. Nature or Type of Business: lending Number of S.C. locations: 1 (debit only; no physical location)
Multiply the number of S.C. locations by \$40.00. Indicate fee and check amount \$ 80.00
If you are filing for more than one location, attach a list with the complete addresses.
If you have no South Carolina addresses enter 1 for number of locations. (Board of Financial Institutions considers website a separate location.)
7. First Filing? ☐ Yes ☒ No If yes, date business opened _____ and have you charged above 18% APR since opening and prior to this filing? ☐ Yes ☒ No See attached
8. Did your annual gross volume of business exceed \$150,000 in the previous calendar year? ☒ Yes ☐ No (Gross volume of business is the amount reported to the Internal Revenue Service) Income reported on combined return
9. If a variable rate is applicable to one or more of the above categories, indicate the index for calculating changes in the rate and the cap on any increases or decreases in the rate below. Please answer all questions. If not this application will be returned as incomplete. N/A

Category	Cap	Explain the index for calculating rate changes
1.		
2.		
3.		

Bridgett C. Roman
Signature (Officer of Company)

4/8/15
Date

Bridgett C. Roman, Manager
Name of Officer (Print)

The South Carolina Freedom of Information Act may require the South Carolina Department of Consumer Affairs to release a copy of your filing as a Public Record. Personal Identifying Information will be released only if required by law.

FILING MUST BE RECEIVED BY JANUARY 31 OF EACH YEAR

**CERTIFIED MAXIMUM
RATE SCHEDULE**

APR 10 2015

**SC DEPT. OF CONSUMER
AFFAIRS**

For Department Use

WHO MUST FILE

All consumer credit lenders who wish to charge more than 18% APR must file this form. ***YOU MUST FILE THIS FORM BY JANUARY 31 OF EACH YEAR. FAILURE TO DO SO WILL LIMIT CONSUMER CREDIT GRANTORS TO A MAXIMUM OF 18% APR.**

REMIT TO: Department of Consumer Affairs
Accounting Division
P.O. Box 5246
Columbia, SC 29250-5246

CHECKS: Make payable to S.C. Department of Consumer Affairs

INSTRUCTIONS

**SUBMIT ORIGINAL FILING FORM AND \$40.00 PER LOCATION FILING FEE
OR FILING WILL BE RETURNED TO YOU (AUTO DEALERS, PLEASE USE CREDIT SALES FORM)**

- > Provide the address where the certified copy will be mailed.
- > Your register number will be assigned by the Department of Consumer Affairs on the first filing.
- > Restricted and supervised licensed lenders must include their license number. *See below.
- > Consumer Lenders
 1. UNSECURED PERSONAL LOANS; (1A) enter dollar amounts on line one and indicate the APR. If you do not intend to make loans of this type, leave blank and go to line 2. If necessary, attach a second sheet and add the word "continued."
 2. SECURED PERSONAL LOANS, NON-REAL ESTATE (Follow instructions for 1A).
 3. REAL ESTATE MORTGAGE LOANS; designate type e.g. Home Improvement.
 4. OPEN-END (REVOLVING) LOANS; (Follow instructions for 1A).
 5. ALL OTHER CONSUMER LOANS. If a variable rate is applicable, enter this rate in the column provided and explain the index for rate changes on line 9.
- > Line 8. If you answered yes to this question, a Credit Grantor Notification form must also be filed.

NOTE: See South Carolina Department of Consumer Affairs Regulation 28-70 for additional information.

INCOMPLETE OR INCORRECT FILINGS WILL BE RETURNED WITHOUT CERTIFICATION AND A PENALTY MAY BE IMPOSED FOR LATE FILING AFTER JANUARY 31.

List of County Codes

01	Abbeville	10	Charleston	19	Edgefield	28	Kershaw	37	Oconee
02	Aiken	11	Cherokee	20	Fairfield	29	Lancaster	38	Orangeburg
03	Allendale	12	Chester	21	Florence	30	Laurens	39	Pickens
04	Anderson	13	Chesterfield	22	Georgetown	31	Lee	40	Richland
05	Bamberg	14	Clarendon	23	Greenville	32	Lexington	41	Saluda
06	Barnwell	15	Colleton	24	Greenwood	33	McCormick	42	Spartanburg
07	Beaufort	16	Darlington	25	Hampton	34	Marion	43	Sumter
08	Berkeley	17	Dillon	26	Horry	35	Marlboro	44	Union
09	Calhoun	18	Dorchester	27	Jasper	36	Newberry	45	Williamsburg
								46	York

*Indicate the dollar amount of each category on lines 1-5 beginning with the smallest amount to be loaned. Zero (0) is not an acceptable dollar amount and figures cannot overlap (e.g. loans over \$150 up to \$600; loans over \$601 up to \$1,000)

South Carolina Fee Schedule

Payment in Months	Payment Cycle	APR	Amount Financed
6	Monthly	246.40%	\$750.00
6	Semi-Monthly	242.66%	\$750.00
6	Bi-Weekly	239.70%	\$750.00
12	Monthly	244.15%	\$750.00
12	Semi-Monthly	243.02%	\$750.00
12	Bi-Weekly	239.99%	\$750.00
18	Monthly	239.99%	\$750.00
18	Semi-Monthly	242.98%	\$750.00
18	Bi-Weekly	238.92%	\$750.00
6	Monthly	246.64%	\$1,000.00
6	Semi-Monthly	237.55%	\$1,000.00
6	Bi-Weekly	239.99%	\$1,000.00
12	Monthly	244.09%	\$1,000.00
12	Semi-Monthly	239.60%	\$1,000.00
12	Bi-Weekly	239.81%	\$1,000.00
18	Monthly	243.55%	\$1,000.00
18	Semi-Monthly	239.99%	\$1,000.00
18	Bi-Weekly	239.78%	\$1,000.00
6	Monthly	240.00%	\$1,500.00
6	Semi-Monthly	235.74%	\$1,500.00
6	Bi-Weekly	239.72%	\$1,500.00
12	Monthly	243.93%	\$1,500.00
12	Semi-Monthly	243.42%	\$1,500.00
12	Bi-Weekly	239.82%	\$1,500.00
18	Monthly	243.55%	\$1,500.00
18	Semi-Monthly	242.97%	\$1,500.00
18	Bi-Weekly	239.99%	\$1,500.00
24	Monthly	240.00%	\$2,000.00
24	Semi-Monthly	178.91%	\$2,000.00
24	Bi-Weekly	179.90%	\$2,000.00
24	Monthly	181.84%	\$2,500.00
24	Semi-Monthly	178.74%	\$2,500.00
24	Bi-Weekly	179.91%	\$2,500.00
24	Monthly	180.00%	\$3,000.00
24	Semi-Monthly	178.74%	\$3,000.00
24	Bi-Weekly	179.90%	\$3,000.00
24	Monthly	150.00%	\$4,000.00
24	Semi-Monthly	149.26%	\$4,000.00
24	Bi-Weekly	149.95%	\$4,000.00
24	Monthly	148.86%	\$5,000.00
24	Semi-Monthly	151.36%	\$5,000.00
24	Bi-Weekly	149.87%	\$5,000.00

*While not typical, depending on the date of the loan's origination, requested first payment date and term, it is possible that a given loan could have an APR as high as 246.90%



FAX COVER SHEET

TOTAL PAGES

(INCLUDING COVER): 2

SEND TO:

Attention: Celeste

Company Name: S.C. Dept of Consumer Affairs

Fax Number: 803-734-4299

Phone Number: 803-734-4284

FROM:

Name: Bridgette C. Roman, General Counsel

Date: April 14, 2015

Fax Number: 614-760-4057

Phone Number: 614-760-2682

Email Address: broman@ccfl.com

COMMENTS:

Celeste – thanks for your call. Very sorry that it wasn't attached.

**PRIVILEGED AND CONFIDENTIAL ATTORNEY-CLIENT COMMUNICATION, ATTORNEY WORK PRODUCT
AND ATTORNEY MENTAL IMPRESSION.**

The information contained in this fax (along with any attachments) is intended only for the use of the individual to whom it is addressed and may contain privileged and/or confidential information that is exempt from disclosure under applicable law. If the reader of this fax is not the intended recipient, you are hereby notified that you should not read any further, and any dissemination, distribution, or copying of this communication is strictly prohibited. If you have received this transmission in error, please notify the above at the telephone number indicated and immediately destroy this transmission.



**South Carolina
Department of Consumer Affairs
Maximum Rate Schedule**

Certification Date: 4/10/2015

Expiration Date: 1/31/2016

Registration #: MR02-1512700

CASH CENTRAL OF SOUTH CAROLINA LLC

84 EAST 2400

NORTH LOGAN UT 84341

Consumer: All supervised and restricted lenders/creditors making consumer loans in South Carolina are required by law to post a schedule showing the maximum rate of **LOAN FINANCE CHARGE stated as ANNUAL PERCENTAGE RATES** that the creditor intends to charge for various types of consumer credit transactions. The purpose of this requirement is to assist you in comparing the maximum rates that creditors charge, thereby furthering your understanding of the terms of consumer credit transactions and helping you to avoid the uninformed use of credit.

NOTE: Creditors are prohibited only from granting consumer credit at rates higher than those specified below. A creditor may be willing to grant you credit at rates that are lower than those specified, depending on the amount, terms, collateral and your credit worthiness.

Category	Description	Maximum A.P.R. For Fixed Rate Personal Loans	Notes
Secured Personal Loans Non-Real Estate	\$750.00-\$5,000.00	246.90%	



**South Carolina
Department of Consumer Affairs
Maximum Rate Schedule**

Certification Date: 4/10/2015

Expiration Date: 1/31/2016

Registration #: MR02-1512700

WWW. CASHCENTRAL.COM

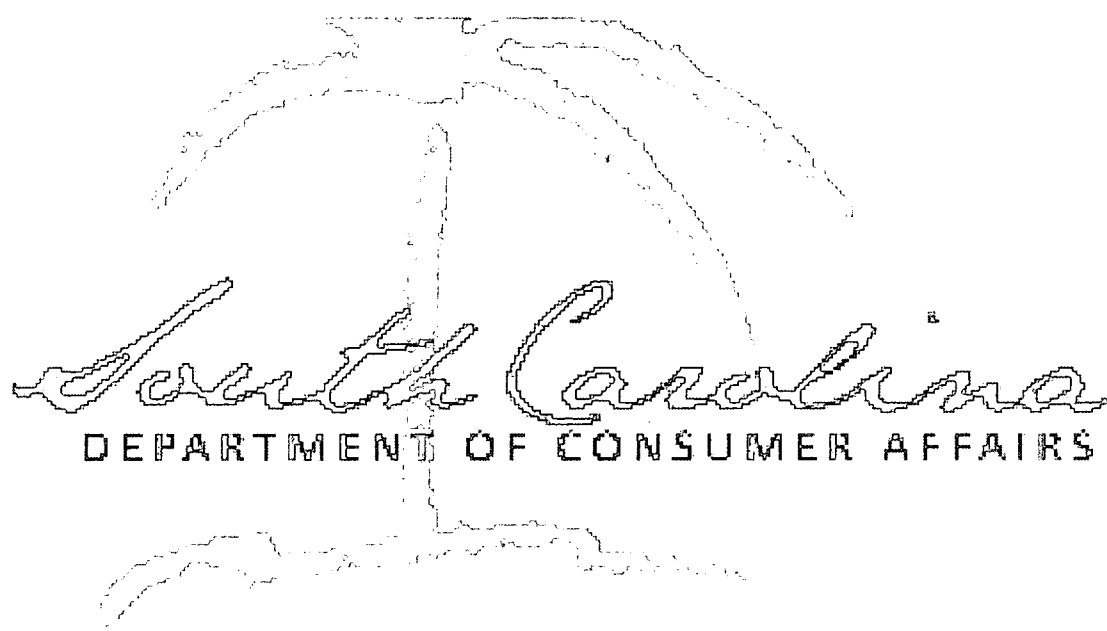
84 EAST 2400

NORTH LOGAN UT 84341

Consumer: All supervised and restricted lenders/creditors making consumer loans in South Carolina are required by law to post a schedule showing the maximum rate of **LOAN FINANCE CHARGE** stated as **ANNUAL PERCENTAGE RATES** that the creditor intends to charge for various types of consumer credit transactions. The purpose of this requirement is to assist you in comparing the maximum rates that creditors charge, thereby furthering your understanding of the terms of consumer credit transactions and helping you to avoid the uninformed use of credit.

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Category	Description	Maximum A.P.R. For Fixed Rate Personal Loans	Notes~
Secured Personal Loans Non-Real Estate	\$750.00-\$5,000.00	246.90%	



2017

STATE OF CREDIT --- --- REPORT

SC DEPARTMENT OF CONSUMER AFFAIRS
ADMINISTRATOR: CARRI GRUBE LYBARKER
2221 DEVINE ST. | STE. 200 | COLUMBIA, SC 29205
800-922-1594 | (803) 734-4200 | WWW.CONSUMER.SC.GOV

FEBRUARY 2017

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INTRODUCTION

The South Carolina Department of Consumer Affairs (“Agency”/“DCA”/ “Department”) is the state’s consumer protection agency. Established in 1974, DCA has over *forty years* of experience in protecting South Carolina consumers while recognizing those businesses that act honestly and fairly. The General Assembly has charged DCA with administering, interpreting and enforcing over fifty laws, including the South Carolina Consumer Protection Code (“Code”), *S.C. Code Ann.* sections 37-1-101 *et seq.* Our mission is to protect consumers from inequities in the marketplace through advocacy, mediation, enforcement and education.

Pursuant to South Carolina Code Ann. section 37-6-104(5), the Administrator of the Department is required to report on the state of credit in South Carolina and agency enforcement operations. Several of the items delineated in this section are reported to the Governor and General Assembly through various reporting requirements, including the Annual Accountability Report. Such information is not contained herein.¹

The 2017 State of Credit Report focuses on the use of credit in this State, enforcement actions and administrative interpretations of the Department. The information contained in this report comes from an analysis of filings received by the Department, reports compiled by the South Carolina Board of Financial Institution’s Consumer Finance Division (“SCBOFI-CFD”), a general familiarity with credit markets and with regulators who are familiar with markets in other jurisdictions.

AGENCY OVERVIEW

The Department accomplishes its mission by: 1.) acting as an effective regulator, 2.) providing complaint mediation services that are unmatched at both state and federal levels, 3.) saving millions for both consumers and small businesses through insurance rate filing intervention, 4.) serving as an educational portal for consumers and businesses alike, and 5) informing the public on effective ways of preventing and mitigating identity theft situations. Governed by the Commission on Consumer Affairs, DCA is organized into six divisions: Administration, Consumer Services, Consumer Advocacy, Public Information and Education, Legal, and the Identity Theft Unit.

All of DCA’s functions are supported by the agency’s **Administration Division**. This Division contains the Administrator’s Office, Human Resources, and Accounting and Procurement.

The **Consumer Services Division** processes and mediates written consumer complaints, seeking to find equitable solutions for the consumer and the business, including refunds, adjustments, and credits to consumer accounts. Staff takes consumer complaints against

¹ The Department’s Accountability Reports can be viewed at <http://www.consumer.sc.gov/AboutUs/Pages/AccountabilityReports.aspx>.

businesses regulated by DCA, refers complaints that fall within another agency’s jurisdiction, and mediates those complaints against businesses, or involving issues, that are unregulated. The Division provides South Carolina taxpayers with a readily available, experienced, and cost-effective mediation service.

The **Public Information and Education Division** serves as the main education portal for consumers, business and the media. The Division informs consumers and businesses on their rights and responsibilities in the marketplace through traditional and alternative media distribution, including social media, presentations, media coverage and publications. Education is a central part of DCA’s mission. Cultivating a marketplace comprised of well-informed consumers and businesses prevents deceptive and unfair business practices and allows legitimate business activity to flourish, resulting in the promotion of competition and a healthier economy.

The Department’s newest division, the **Identity Theft Unit (the “Unit”)** provides education and outreach to South Carolina consumers across the state to increase public awareness and knowledge about what identity theft is, the steps consumers can take to protect themselves, and what consumers should do in the event of identity theft. For consumers who are identity theft victims, the Unit provides ongoing guidance throughout the process of mitigating and resolving their particular identity theft situation(s). The Unit also handles administration and enforcement of state identity theft-related consumer protection laws, including receipt of security breach notices to ensure reporting and notification requirements are met.

The **Advocacy Division** provides legal representation for the consumer interest in matters involving property and casualty insurance and worker’s compensation insurance. As the state agency designated to represent the insurance interests of consumers, the Division aims to ensure that increases in homeowner’s insurance and worker’s compensation insurance rates are justified, working to avoid excessive, inadequate or unwarranted rate increases. The Division also reviews rules and regulations proposed by state and federal agencies pertaining to ratemaking and provides comments as deemed appropriate.

The General Assembly has charged DCA with advising the Legislature and Governor on consumer issues; administering, interpreting and enforcing the Code; and licensing, registering, or otherwise regulating fifteen industries, including mortgage brokers, pawnbrokers, physical fitness centers, motor clubs, credit counseling organizations, prepaid legal services, athlete agents, the sale of preneed funeral contracts, registered consumer credit grantor, maximum rate filing and motor vehicle disclosure programs. These activities are performed through the agency’s **Legal Division**.

INTEREST RATES AND CREDITORS: GENERAL FILINGS

The Code provides requirements and restrictions for persons engaging in consumer credit transactions with South Carolina consumers. The general provisions of the Code are not industry specific and its requirements apply to any person or transaction meeting its definitions, which cover a broad swath of industries and consumer contracts. A “consumer credit transaction” is a

consumer credit sale,² a consumer loan,³ a consumer lease,⁴ or a consumer rental-purchase agreement.^{5 6} “Credit” is “the right granted by a creditor to a debtor to defer payment of or to incur debt and its payment.”⁷ A “creditor” is the person who grants credit in a consumer credit transaction or an assignee thereof.⁸

The Code requires a person file certain information with the Department if threshold requirements are triggered.⁹ Such filings constitute the Maximum Rate Schedule and Credit Grantor Notifications.

Maximum Rate Schedule

The Code delineates the fees and charges a creditor may impose in a consumer credit transaction, including a finance charge. A “finance charge” includes any credit service charge for consumer credit sales¹⁰ and any loan finance charge for consumer loans,¹¹ and it must be disclosed as a part of the Annual Percentage Rate (APR).¹² These charges¹³ are essentially the amount added to the transaction for the use of someone else’s money.¹⁴

Prior to 1982, the Code provided a tiered rate structure for most forms of consumer credit in South Carolina. Creditors were allowed to impose a finance charge of 36% on very small transactions, 21% for slightly larger ones, and 15% for larger transactions, but in no case was the combined rate to exceed 18%. By 1982, the national prime rate was over 20%. High inflation coupled with nationwide high interest rates prompted the General Assembly to pass legislation deleting the usury caps and implementing a Maximum Rate Schedule. Under current law, creditors can charge any amount up to 18% APR without notifying the Department,¹⁵ but if the creditor wants to charge a higher rate, the creditor must file the rate with the Department and post it in its

² S.C. Code Ann. § 37-2-104 (2015), available at <http://www.scstatehouse.gov/code/t37c002.php>.

³ S.C. Code Ann. § 37-3-104 (2015), available at <http://www.scstatehouse.gov/code/t37c003.php>.

⁴ S.C. Code Ann. § 37-2-106 (2015), available at <http://www.scstatehouse.gov/code/t37c002.php>.

⁵ S.C. Code Ann. § 37-2-701 (2015), available at <http://www.scstatehouse.gov/code/t37c002.php>.

⁶ S.C. Code Ann. § 37-1-301(11) (2015), available at <http://www.scstatehouse.gov/code/t37c001.php>.

⁷ S.C. Code Ann. § 37-1-301(12) (2015), available at <http://www.scstatehouse.gov/code/t37c001.php>.

⁸ S.C. Code Ann. § 37-1-301(13) (2015), available at <http://www.scstatehouse.gov/code/t37c001.php>.

⁹ S.C. Code Ann. § 37-2-305 (Supp. 2016) and § 37-6-201 (2015) available at <http://www.scstatehouse.gov/code/t37c002.php> and <http://www.scstatehouse.gov/code/t37c006.php>.

¹⁰ S.C. Code Ann. § 37-2-109 (2015), available at <http://www.scstatehouse.gov/code/t37c002.php>.

¹¹ S.C. Code Ann. § 37-3-109 (2015), available at <http://www.scstatehouse.gov/code/t37c003.php>.

¹² S.C. Code Ann. § 37-2-305 (Supp. 2016) and § 37-3-305 (Supp. 2016), available at <http://www.scstatehouse.gov/code/t37c002.php> and <http://www.scstatehouse.gov/code/t37c003.php>.

¹³ It is important to note that most laypersons/consumers will consider “finance charges” and “interest” to be synonymous with one another. In fact, the common definition of “finance charge” is “an additional payment, usu. in the form of interest, paid by a retail buyer for the privilege of purchasing goods or services in installments. This phrase is increasingly used as a euphemism for interest.” *Black’s Law Dictionary* (10th ed. 2014). An “interest rate” is the “percentage that a borrower of money must pay to the lender in return for the use of the money” *Id.*

¹⁴ See S.C. Code Ann. § 37-2-109 (2015), available at <http://www.scstatehouse.gov/code/t37c002.php>; S.C. Code Ann. § 37-3-109 (2015), available at <http://www.scstatehouse.gov/code/t37c003.php>.

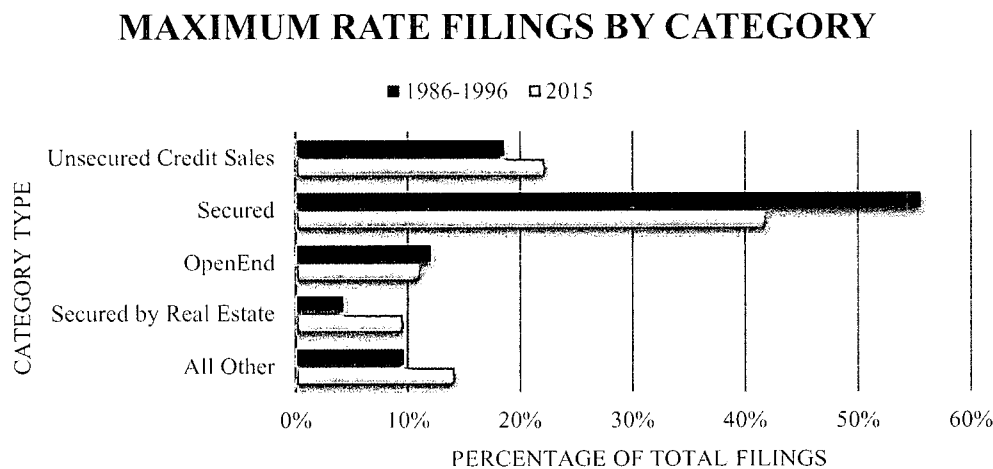
¹⁵ In 1995, the General Assembly amended § 37-3-201(2) to limit the rate that can be charged on small loans of \$600 or less to the same rate that restricted lenders can charge under § 34-29-140. Restricted lender rates are one of the few set by the legislature.

place of business.¹⁶ If a lender fails to file and post a rate exceeding 18% APR when required, the company can be required to roll back the interest rate to 18% APR.¹⁷

A maximum rate schedule must be filed annually¹⁸ and identifies the maximum rate the creditor intends to charge in the following credit categories, as applicable: (1) unsecured, (2) secured other than those secured by real estate, (3) secured by real estate, (4) open-end (revolving) and (5) other.¹⁹ The rate schedule is meant to help encourage the informed use of consumer credit, assisting consumers in comparing rates and understanding of the terms of a transaction. Maximum rates filed with the Department are posted on the agency's website.²⁰

Data culled from agency systems shows an interesting evolution of credit types offered between the 1986–1996 timeframe and 2015. Creditors began securing consumer credit transactions more frequently with real estate in 2015 than decades before and made an increasing number of unsecured loans as compared to 1986–1996. Historically, secured transactions other than those secured by real estate have been the largest category of maximum rate schedule filings. Between 1986 and 1996, these accounted for more than 55% of the filings in this State (*Figure 1*). While still holding the top spot in 2015, this number dropped to 42% (*Figure 1*).

Figure 1



Finance charges imposed in such transactions can vary greatly as evidenced by a comparison of three decades of maximum rate schedule filings (*Figure 2*). As stated previously, prior to deregulation in 1982, a creditor could not impose a finance charge of a combined rate above 18%. Within four years of the law change, nearly 83% of filers intended to impose charges of 36.99% or less. This number slowly decreased as interest rates increased with only 74.88% of

¹⁶ S.C. Code Ann. § 37-2-201(2) (2015), available at <http://www.scstatehouse.gov/code/t37c002.php>; § 37-3-201(2) (2015), available at <http://www.scstatehouse.gov/code/t37c003.php>.

¹⁷ S.C. Code Ann. § 37-3-201(6) (2015), available at <http://www.scstatehouse.gov/code/t37c003.php>.

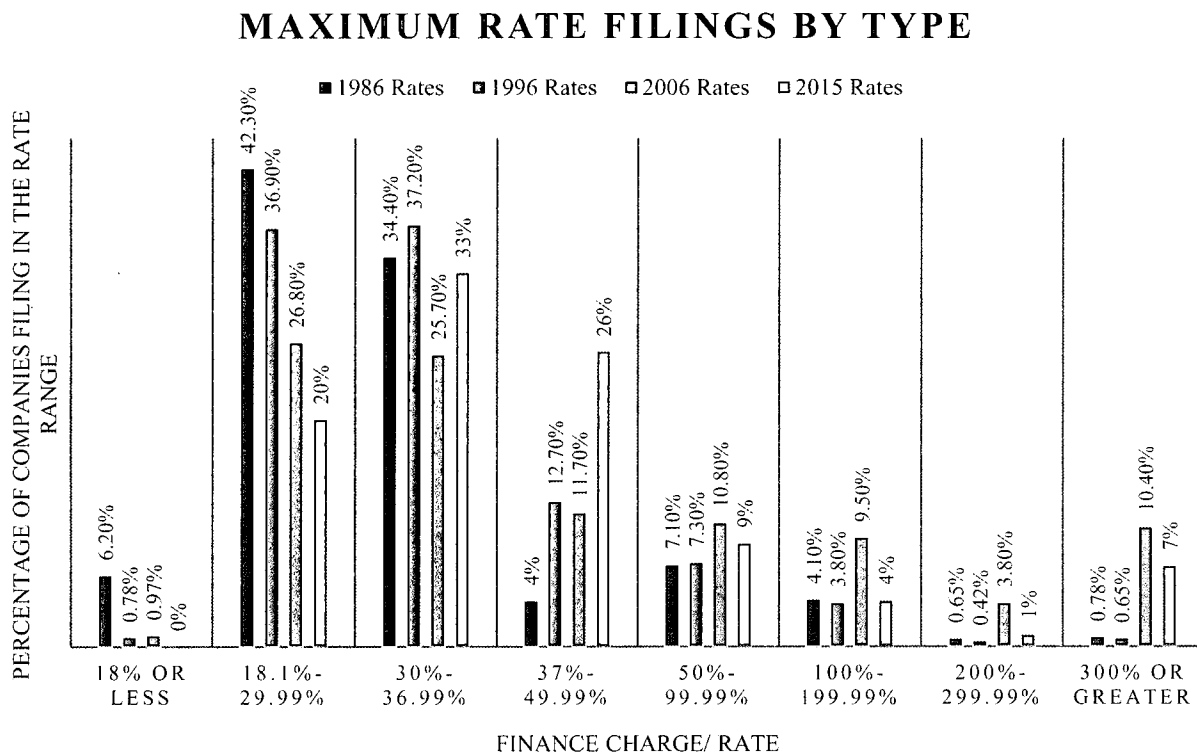
¹⁸ S.C. Code Ann. § 37-2-305 (Supp. 2016), available at <http://www.scstatehouse.gov/code/t37c002.php>.

¹⁹ S.C. Code Ann. § 37-2-305(2) (Supp. 2016), available at <http://www.scstatehouse.gov/code/t37c002.php>.

²⁰ <http://www.consumer.sc.gov/consumer/Pages/LicenseeLookup.aspx>.

filers intending to charge below 36.99% in 1996. Rapid change followed in 2006, with this number decreasing more than 20% before seemingly leveling out in 2015 with 53% of filers indicating rates at 36.99% or below. As anticipated, the decrease in the number of persons intending to charge below 36.99% resulted in an increase of those charging triple digit interest rates. In 1986, 5.53% of filers intended to impose charges of 100% or greater. This number decreased in 1996, but more than quadrupled in 2006 with 23.7% of filers indicating triple digit rates, 10.4% of those being 300% or greater. By 2015, this overall number was cut in half; however, seven percent of filings still indicated rates of 300% or greater.

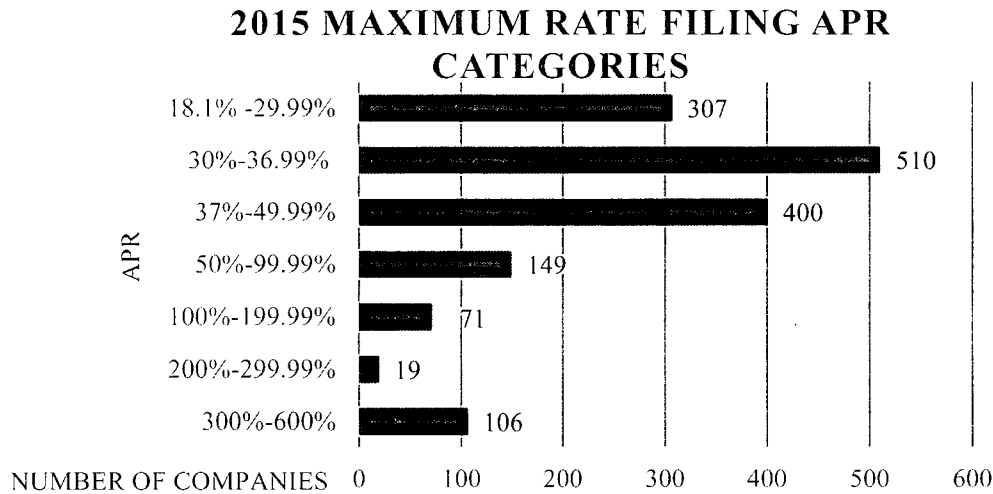
Figure 2



In 2015 a total of 1,562 companies filed 4,159²¹ maximum rate schedules with interest rates ranging from 18.1% to 600%. The filings are categorized by interest rate in *Figure 3*. The majority of companies, 53%, filed rates of 36.99% or less. An additional 26% of filers set rates between 37% and 49.99%, and 9% filed for 50%–99.99% APR. While the number of companies decreased as the interest rate rose, 195 companies filed rates of 100% APR or more, with 106 of those companies charging consumers between 300% and 600%.

²¹ Filings are made on a location basis, thus a company may file multiple maximum rate schedules. See S.C. Code Ann. § 37-2-201(2) (2015), available at <http://www.scstatehouse.gov/code/t37c002.php>; § 37-3-201(2) (2015), available at <http://www.scstatehouse.gov/code/t37c003.php>.

Figure 3



Credit Grantor Notification

Certain businesses, regardless of industry type, must file a consumer credit grantor notification with the Department.²² Creditors whose annual gross volume of business exceeds \$150,000, must file a consumer grantor notification with the Department if they: (1) make consumer credit sales, leases, or loans or engage in rent-to-own transactions; (2) take assignment of payments that arise from consumer credit sales, leases, loans, or rent-to-own transactions and engage in direct collection of those payments from debtors; or (3) take assignment of payments that arise from consumer credit sales, leases, loans, or rent-to-own transactions and enforce rights against debtors.²³

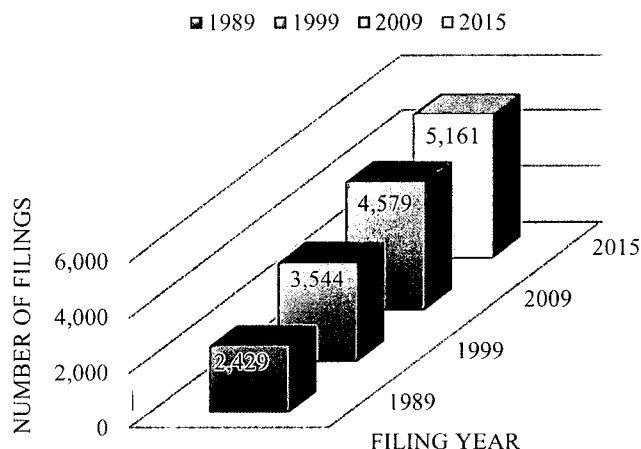
The number of businesses providing credit to South Carolina consumers has steadily increased over the past three decades (*Figure 4*). In 1989, nearly 2,500 businesses filed credit grantor notifications. A decade later, the number increased by 1,000 and stayed the same trek in 2009 with over 4,500 business locations filing credit grantor notification. The Department has continued to see an increase, receiving 5,161 filings in 2015.

²² S.C. Code Ann. § 37-6-201 (2015), available at <http://www.scstatehouse.gov/code/t37c006.php>.

²³ S.C. Code Ann. §§ 37-6-201 to 203 (2015), available at <http://www.scstatehouse.gov/code/t37c006.php>.

Figure 4

NUMBER OF BUSINESS LOCATIONS FILING CREDIT GRANTOR NOTIFICATION



Growth in the number of businesses offering credit in South Carolina is generally deemed as positive, allowing the consumers options to shop around for various rates and terms. Further comparison of related data may provide more insight into any benefit or potential harm to the consumers based on the market and products offered.

CONSUMER LENDING

Consumer loans are just one type of transaction under the umbrella of consumer credit. While the Code contains similar provisions for consumer loans as it does for credit sales, rent-to-own and leases, additional requirements and consumer protections are contained in Chapter Three with which lenders must comply.²⁴ This includes specific regulation of lenders offering loans in excess of 12% APR.²⁵ Some consumer loan products, however, are regulated by other titles, including deferred presentment and pawn transactions.²⁶

Supervised Lending

Supervised loans are governed by the Code, specifically sections 37-3-500 *et seq.* Supervised loans are consumer loans in which the rate of the loan finance charge exceeds 12%

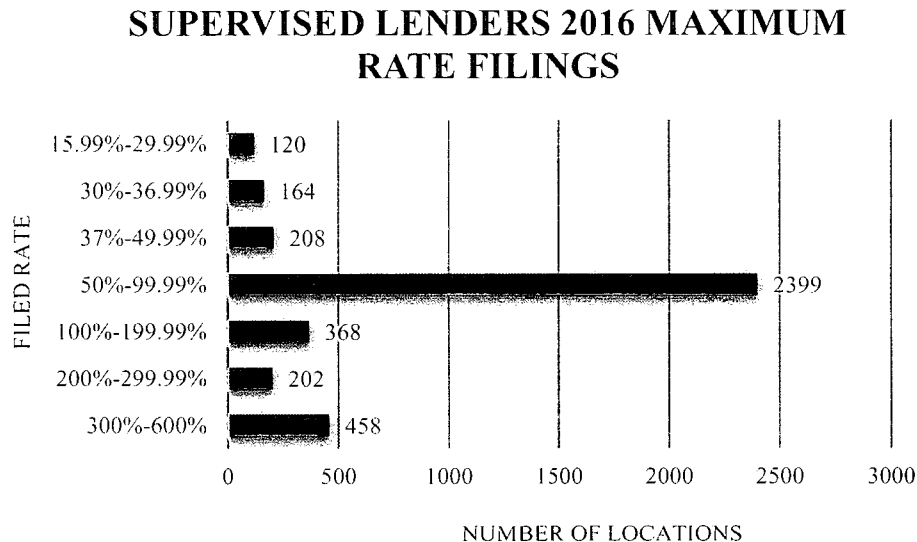
²⁴ S.C. Code Ann. § 37-3-101 *et seq.* (2015), available at <http://www.scstatehouse.gov/code/t37c003.php>.

²⁵ S.C. Code Ann. § 37-3-500 through 515 (2015), available at <http://www.scstatehouse.gov/code/t37c003.php>.

²⁶ S.C. Code Ann. § 34-39-10 *et seq.* (1987), available at <http://www.scstatehouse.gov/code/t34c039.php>; S.C. Code Ann. § 40-39-10 *et seq.* (2001), available at <http://www.scstatehouse.gov/code/t40c039.php>.

APR.²⁷ A supervised lender is a person who is authorized to make or take assignments of supervised loans.²⁸ These lenders are licensed and examined by the SCBOFI-CFD.²⁹ A supervised lender who charges more than 18% APR must also file its rate with the Department and post that rate in its place of business.³⁰ However, for loans not exceeding \$600, the supervised lender may not file or post a rate in excess of that set by statute for restricted lenders under section 34-29-140.³¹ As a result, these lenders rarely offer loans under \$601.00 and are often referred to as “601 lenders.” The range of maximum interest rates supervised lenders filed with the Department in 2016 are illustrated in *Figure 5*. Approximately 26% of filers intended to impose rates in excess of 100% APR.

Figure 5



Traditional supervised lenders offer a variety of financial products, including installment loans and title loans.³² The most frequent interest rates imposed by supervised lenders fluctuates greatly depending on the amount advanced (*Figure 6*).

²⁷ S.C. Code Ann. § 37-3-501(1) & (2) (2015), available at <http://www.scstatehouse.gov/code/t37c003.php>.

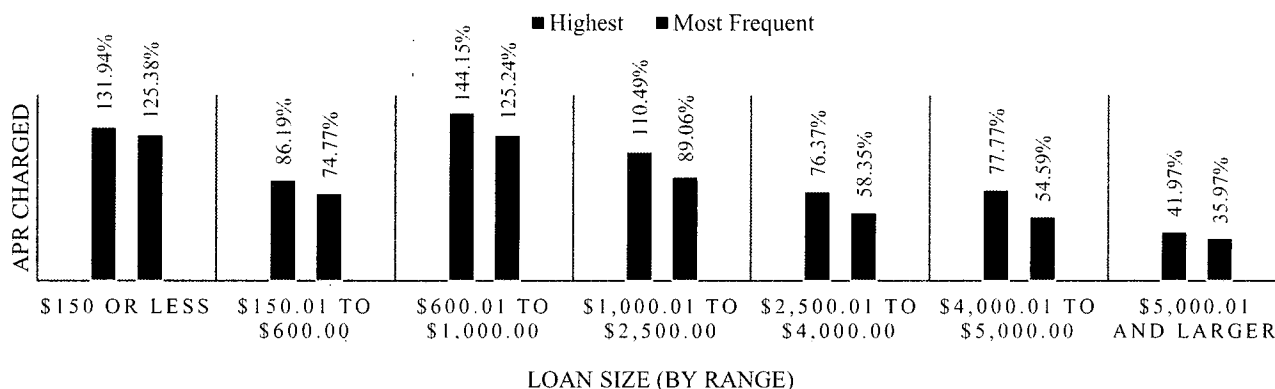
²⁸ S.C. Code Ann. §§ 37-6-201 to 204 (2015), available at <http://www.scstatehouse.gov/code/t37c006.php>.

²⁹ S.C. Code Ann. § 37-29-20 (2015), available at <http://www.scstatehouse.gov/code/t37c029.php>.

³⁰ S.C. Code Ann. § 37-3-201(2)(b) (2015) and § 37-3-305 (Supp. 2016), available at <http://www.scstatehouse.gov/code/t37c003.php>.

³¹ S.C. Code Ann. § 37-3-201(2)(a) (2015), available at <http://www.scstatehouse.gov/code/t37c003.php>.

³² See next section for full discussion of title lenders.

Figure 6³³**SUPERVISED LENDERS: 2014 APR CHARGED**

The recent financial recession affected this industry, as evidenced by a decline in transactions by more than 100,000 between 2009 and 2010. Since 2010, however, the industry has steadily increased the number of transactions entered into resulting in 1,565,961 transactions and approximately \$2.4 billion in total advanced funds in 2014. Approximately 60% of loans reported were renewals. This means a consumer had an outstanding loan with the supervised lender at the time of entering into a new credit transaction.³⁴ *Table 1* provides the historical comparison.

Table 1³⁵**2009 TO 2014 SUPERVISED LENDING DATA**

Year	Transactions	Total Advance Amount	Total # of Debtors Filing for Bankruptcy
2009	1,492,824	\$ 2,059,115,552	11,652
2010	1,376,586	\$ 1,677,003,257	11,886
2011	1,452,153	\$ 1,812,292,393	11,490
2012	1,505,815	\$ 1,958,813,371	14,158
2013	1,575,970	\$ 2,250,843,702	13,535
2014	1,565,961	\$ 2,361,560,291	14,219

³³ Data displayed in this chart is derived from the corresponding Annual Reports published by the South Carolina Board of Financial Institutions. See bofi.sc.gov.

³⁴ See S.C. Code Ann. § 37-3-515 (2015), available at <http://www.scstatehouse.gov/code/t37c003.php>.

³⁵ Data displayed in this chart is derived from the corresponding Annual Reports published by the South Carolina Board of Financial Institutions. See www.bofi.sc.gov.

Short-Term Vehicle Secured Loans (Title Loans)

Traditionally, title loans were offered as single-payment loans with thirty (30) day loan terms, requiring the borrower to repay the full principal plus a fee at the end of the loan term. When a consumer falls behind or quits making payments on the loan, the title lender can repossess the vehicle after sending a notice of right to cure, if the account is not brought current. In South Carolina, title lenders are not required to obtain a specific title loan license, but instead are licensed under the umbrella of supervised lenders by the SCBOFI-CFD.³⁶

In 2004, the South Carolina Legislature attempted to place specific restrictions on the title loan industry. Amendments to the law included consumer disclosures, limitations on renewal and other consumer protections.³⁷ The law defines a title loan as one with an original repayment term of less than one hundred and twenty (120) days;³⁸ as a result, some of the industry circumvented the law by extending the term of their loans beyond the specified timeframe.

Deferred Presentment

Deferred presentment is commonly referred to as a “payday loan.” A “payday loan” means a transaction pursuant to a written agreement whereby the services provider (lender) charges a fee to accept a check dated on the date it was written and agrees to hold the check for a period of time before presentment for payment or deposit.³⁹ These high rate lenders often charge at or above 300% APR.⁴⁰ In the late 1990s and early 2000s, these loan products increased their presence nationwide. In response, nearly all states, including South Carolina, passed laws updating regulations of the industry to varying degrees.

South Carolina began regulating deferred presentment providers in 1998. The South Carolina General Assembly heavily amended the South Carolina Deferred Presentment Services Act⁴¹ (the “Act”) in 2009, adding increased consumer protections and most notably, a single loan database for tracking transactions. Deferred presentment lenders are licensed by the SCBOFI-CFD.⁴² The Act limits borrowers to one outstanding payday loan at a time and prohibits the use of a new loan to pay off an existing one.⁴³ Loans are prohibited from exceeding \$550, and fees may not exceed 15% of the principal amount of the transaction.⁴⁴ Additionally, lenders are required to use a single database system to ensure any loans advanced are in compliance with the

³⁶ S.C. Code Ann. § 37-3-501(1) & (2) (2015), available at <http://www.scstatehouse.gov/code/t37c003.php>.

³⁷ S.C. Code Ann. § 37-3-105; 413 (2015), available at <http://www.scstatehouse.gov/code/t37c003.php>.

³⁸ S.C. Code Ann. § 37-3-413 (2015), available at <http://www.scstatehouse.gov/code/t37c003.php>.

³⁹ S.C. Code Ann. § 34-39-120(3) (Supp. 2016), available at <http://www.scstatehouse.gov/code/t34c039.php>.

⁴⁰ *How State Rate Limits Affect Payday Loan Prices*, Fact Sheet, The Pew Charitable Trusts, Figure 2 (April 2014). Available at: http://www.pewtrusts.org/~media/legacy/uploadedfiles/pes/content-level_pages/fact_sheets/stateratelimitsfactsheetpdf.pdf.

⁴¹ S.C. Code Ann. § 34-39-10 *et seq.* (1987), available at <http://www.scstatehouse.gov/code/t34c039.php>.

⁴² S.C. Code Ann. § 34-39-130 (Supp. 2016), available at <http://www.scstatehouse.gov/code/t34c039.php>.

⁴³ S.C. Code Ann. § 34-39-270 (Supp. 2016), available at <http://www.scstatehouse.gov/code/t34c039.php>.

⁴⁴ S.C. Code Ann. § 34-39-180 (Supp. 2016), available at <http://www.scstatehouse.gov/code/t34c039.php>.

statutory requirements.⁴⁵ Rollover loans are prohibited under the Act, and an optional extended repayment plan is available for borrowers anticipating difficulty making loan payments.⁴⁶

The implementation of the amendments was followed by a decrease in the number of licensees. In 2009, the SCBOFI-CFD licensed 663 deferred presentment providers. Within two years of the amended law becoming effective, the number dropped to 418 licensees. Such changes are also reflected in the number and nature of deferred presentment transactions entered into by South Carolina consumers from 2009-2015 (see *Table 2*).

*Table 2*⁴⁷

2009 TO 2015 MARKET DATA ON DEFERRED PRESENTMENT TRANSACTIONS

Year	Transactions	Total Advance Amount	Total Fees
2009	4,026,986	\$ 984,644,082	\$ 147,696,612
2010	1,097,754	\$ 417,637,585	\$ 62,229,775
2011	1,063,945	\$ 416,203,178	\$ 62,472,765
2012	1,051,871	\$ 417,937,720	\$ 62,856,977
2013	1,001,771	\$ 401,996,532	\$ 60,374,420
2014	948,545	\$ 385,224,980	\$ 57,836,972
2015	876,985	\$ 359,948,937	\$ 53,882,311

In 2009, prior to the implementation of the amendments and real-time database for tracking deferred presentment transactions, there were approximately 4 million payday loan transactions, and 663 licensees. This number, and the correlating loan amount and fees collected, decreased dramatically within the first year of the amendments becoming effective and continued to decrease in years following. In 2015, the industry entered in less than one quarter of the number of transactions as it did in 2009.

Pawnbrokers

Pawnbrokers engage in one of the oldest forms of personal loans, which involves a loan of money backed by the pledging of personal property that is left with a pawnbroker as collateral. If the loan is not repaid as agreed, the property is forfeited to the pawnbroker. Section 40-39-10(2) of the South Carolina Code of Laws defines “pawnbroker” as “any person engaged in the business of lending money on the security of pledged goods or engaged in the business of purchasing tangible personal property on condition that it may be redeemed or repurchased by the seller for a

⁴⁵ S.C. Code Ann. § 34-39-175 (Supp. 2016), available at <http://www.scstatehouse.gov/code/t34c039.php>.

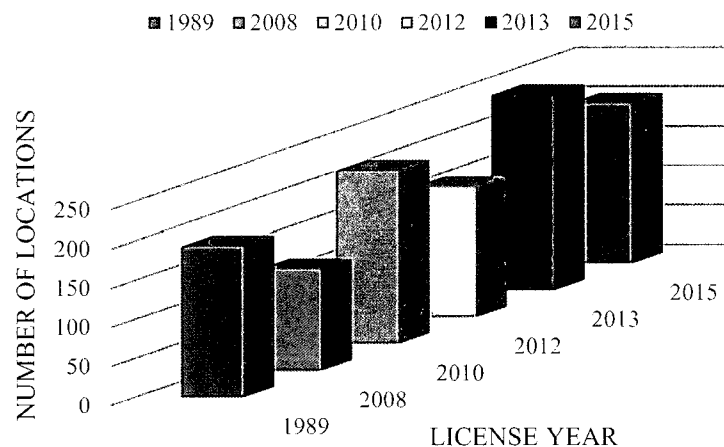
⁴⁶ S.C. Code Ann. § 34-39-280 (Supp. 2016), available at <http://www.scstatehouse.gov/code/t34c039.php>.

⁴⁷ Data displayed in this report comes from the corresponding annual reports on South Carolina deferred presentment transaction activity, prepared by Veritec Solutions, LLC for the South Carolina Board of Financial Institutions, Consumer Finance Division. See www.bofi.sc.gov.

fixed price within a fixed period of time.”⁴⁸ No person may engage in the business of a pawnbroker without first obtaining a Certificate of Authority from the Department for each location.⁴⁹ As a regulated industry, pawnbrokers must keep certain records as required by the law and the Department,⁵⁰ including documentation of every pawn or purchase transaction by a pawnbroker.⁵¹

The General Assembly amended the South Carolina Pawnbroker Statute, which had been on the books since 1988, effective June 9, 2016. The major revisions to the law include an increase in the required surety bond amount to \$15,000, an increase in the permitted pawn amount to \$15,000, new insurance requirements, updated criminal background check requirements, and a law enforcement hold process.⁵²

Figure 7
**NUMBER OF LICENSED PAWNBROKER
LOCATIONS**



Following the financial crisis in 2008, the Department experienced a decrease in licenses for the majority of its regulated industries, including mortgage loan brokers and their originators; however, the number of pawnbroker licensees increased during that period. In 2008, there were 130 licensed pawn locations in South Carolina. By 2010, that number rose to 220, an increase of approximately 69%. By 2012, the number of licensed locations dropped to 165. In 2013, the number of licensed locations again grew, topping out at 247. As the market stabilized in recent years, so has the number of pawnbroker licensees. Currently, the Department has approximately

⁴⁸ *S.C. Code Ann.* § 40-39-10(2) (2001 & Supp. 2016), available at <http://www.scstatehouse.gov/code/t40c039.php>.

⁴⁹ *S.C. Code Ann.* §§ 40-39-20 and 40-39-30 (Supp. 2016), available at <http://www.scstatehouse.gov/code/t40c039.php>.

⁵⁰ *S.C. Code Ann.* §§ 40-39-20 and 40-39-70 (Supp. 2016), available at <http://www.scstatehouse.gov/code/t40c039.php>.

⁵¹ *S.C. Code Ann.* § 40-39-70 (Supp. 2016), available at <http://www.scstatehouse.gov/code/t40c039.php>.

⁵² *S.C. Code Ann.* § 40-39-10 *et seq.* (2001), available at <http://www.scstatehouse.gov/code/t40c039.php>.

200 licensed pawnbroker locations. *Figure 7* shows the number of pawnbroker locations in South Carolina since licensing began.

MORTGAGE LENDING

The Department has regulated mortgage loan brokers since 1988, and mortgage loan originators since 2005.⁵³ In 2005, the Department approved 3,125 mortgage loan originator licenses, and 762 mortgage broker licenses. The number of licensees for both brokers and originators increased until 2009, when licensing sharply declined due to the mortgage/housing crisis nationwide. During that year, the number of broker licenses approved dropped to 448, and the number of originator licenses fell to 1,610.

The Secure and Fair Enforcement for Mortgage Licensing Act (“SAFE Act”) was enacted in 2008 following the financial crisis, and mandates a nationwide licensing and registration system for residential mortgage loan originators.⁵⁴ The SAFE Act also requires that federal registration and state licensing and registration of companies and originators be accomplished through one online registration system, the Nationwide Mortgage Licensing System and Registry.⁵⁵

In 2009, in response to the SAFE Act, South Carolina updated the mortgage broker requirements in Chapter 58 of Title 40,⁵⁶ and added Chapter 22, the “Mortgage Lending Act,” to Title 37.⁵⁷ The Mortgage Lending Act requires that a person who “act[s] as a mortgage lender or, directly or indirectly, engage[s] in the business of a mortgage lender under any name or title...” to first obtain a license from SCBOFI-CFD.⁵⁸ Both mortgage laws require licensees submit their mortgage log data to their respective regulator annually.⁵⁹ The Department compiles this data and prepares the Mortgage Log Analysis Report each year.⁶⁰

Since the Department began compiling mortgage loan application data, a decrease in the use of adjustable rate mortgage loan products as well as reverse mortgages has occurred.⁶¹ (*Figure 9*). Concurrently, the borrower’s average credit score increased and, in 2015, was 28 points higher than in 2012. (*Figure 10*).

⁵³ Act 544 of 1988; Act 42, effective January 1, 2004.

⁵⁴ Title V of Public Law 110-289 (2008).

⁵⁵ *Id.*

⁵⁶ Available at <http://www.scstatehouse.gov/code/t40c058.php>.

⁵⁷ Available at <http://www.scstatehouse.gov/code/t37c022.php>.

⁵⁸ S.C. Code Ann. § 37-22-120; 37-22-140 (2015), available at <http://www.scstatehouse.gov/code/t37c022.php>.

⁵⁹ S.C. Code Ann. § 37-22-210(C) (2015), available at <http://www.scstatehouse.gov/code/t37c022.php>.

⁶⁰ *Id.*

⁶¹ Data displayed in Figures 9-11 is derived from the annual Mortgage Log Analysis Report, available at http://www.consumer.sc.gov/Regulatory/licensing_registration/MortgageBroker/Pages/default.aspx.

Figure 9

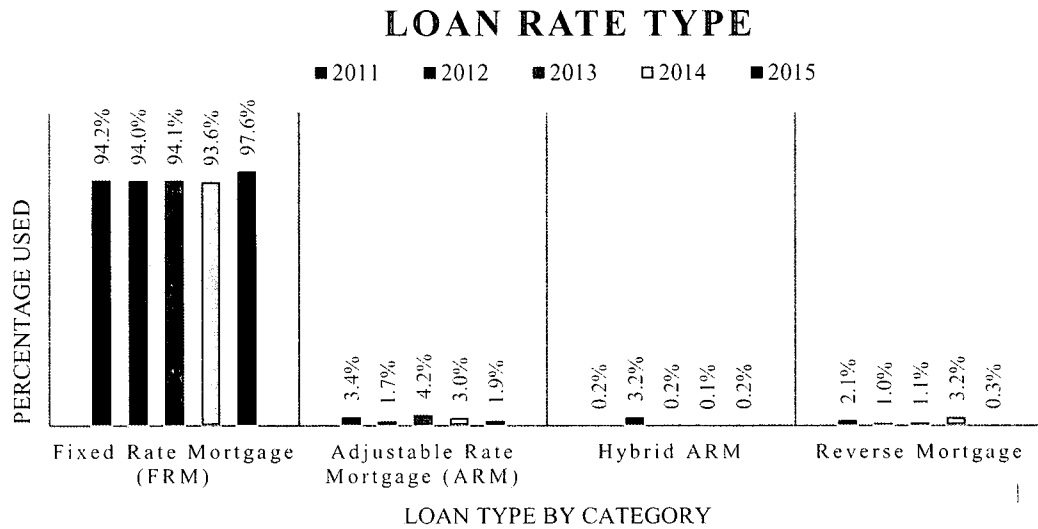
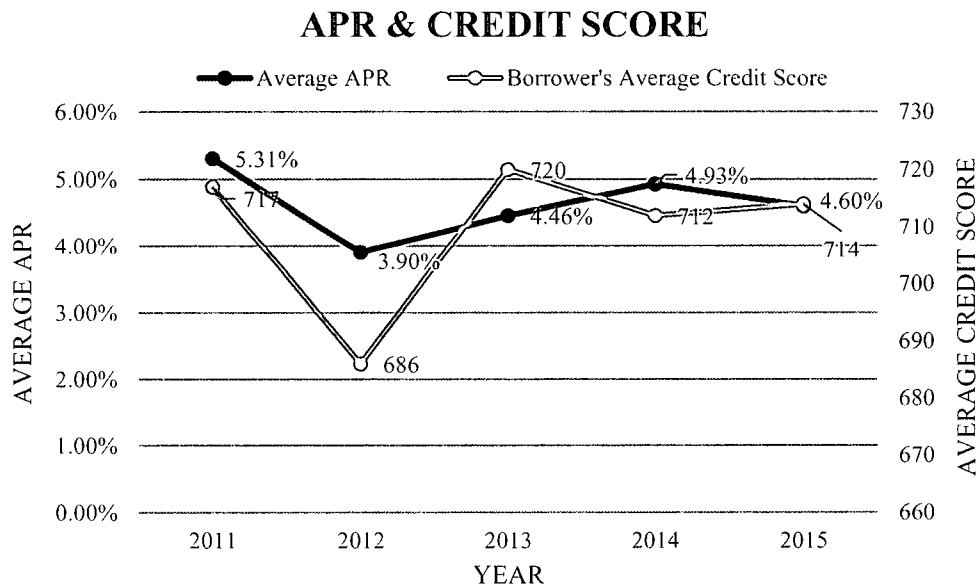


Figure 10

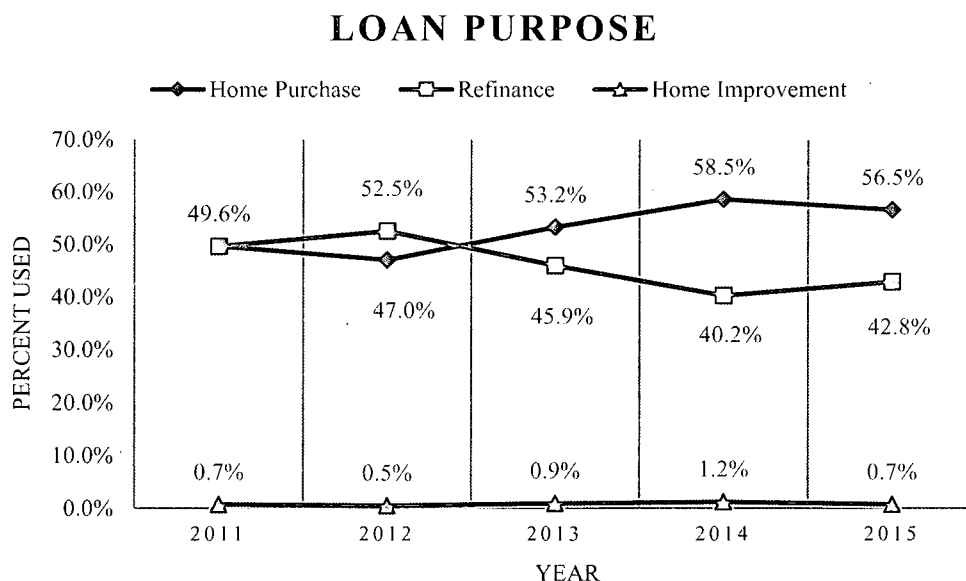


In March of 2009, the Federal Housing Finance Agency (“FHFA”), in coordination with the U.S. Department of Treasury, announced the Home Affordable Refinance Program (“HARP” or the “program”).⁶² HARP was initiated as a streamlined refinance program for borrowers, with

⁶² Federal Housing Finance Agency, *Home Affordable Refinance Program: A Mid-Program Assessment*, Evaluation Report, 2013-006, p. 8 (August 2013). Available at: <https://www.fhfa.gov/Content/Files/EVL-2013-006.pdf>.

loans owned or guaranteed by Fannie Mae or Freddie Mac, who were unable to refinance because they had little or no equity in their homes.⁶³ The program was limited to homeowners whose loan-to-value ratio was 125% to 105%.⁶⁴ In October of 2011, FHFA revamped HARP, and the loan-to-value restriction was removed, along with a specific provision in the original program which had increased a mortgage lender's typical mortgage liabilities.⁶⁵ With the revisions in place, more loans were refinanced through HARP in the first five months of 2012 than were refinanced through the program for all of 2011.⁶⁶ Borrowers with an adjustable rate mortgage ("ARM") or a hybrid ARM, also engaged in refinancing in the years following the housing crisis, as rates were far lower than they had been in decades previously. These factors account for the increase in hybrid ARM loans in 2012, shown in *Figure 9* above, as well as the shift after 2012, illustrated in *Figure 11* below, which shows more loans were for the purpose of purchasing a home rather than refinancing an existing loan.

Figure 11



CREDIT COUNSELING

The Consumer Credit Counseling Act (the "CCCA") went into effect on December 2, 2005, as part of the Code.⁶⁷ The need for a law protecting consumers experiencing financial hardship became apparent as lawsuits and investigations revealed misleading and deceptive tactics used by

⁶³ *Id.* at ppp.12-13.

⁶⁴ *Id.* at p.10.

⁶⁵ *Id.* at p.10.

⁶⁶ See www.fhfaig.gov.

⁶⁷ S.C. Code Ann. § 37-7-101 *et seq.* (2015), available at <http://www.scstatehouse.gov/code/t37c007.php>.

some businesses in this industry.⁶⁸ The CCCA requires consumer credit counseling organizations, which are businesses offering or providing credit counseling services for a fee, compensation or gain, and to obtain a license from the Department for each location.⁶⁹ Employees of these organizations who are involved with providing the credit counseling services, “credit counselors” under the CCCA, must also obtain a license.⁷⁰ The industries that must comply with the CCCA can generally be divided into three categories: (1) Debt management/debt consolidation businesses, (2) Credit repair businesses, and (3) Debt settlement/ negotiation businesses.⁷¹

Consumer credit counseling organizations must file an annual report with the Department pursuant to section 37-7-115(A). The report covers information regarding the credit counseling business conducted with South Carolina consumers during the prior calendar year. The Department compiles this information and publishes the “Consumer Credit Counseling Annual Report Data” each year, offering a perspective of consumer debt in our state. *Table 3* provides a synopsis of credit counseling activity over the past five years.

*Table 3*⁷²

CREDIT COUNSELING ANNUAL ACTIVITY DATA

	2015	2014	2013	2012	2011
Number of Licensed CC Organizations	52	43	46	45	41
Total # of Consumer Contracts	40,068	10,233	12,701	13,867	14,758
Average Length of Contract (Months)	34	37	37	35	39
Average Amount of Debt per Consumer	\$19,060	\$17,544	\$15,789	\$18,065	\$18,992
Money Paid to Consumer’s Creditors	\$30,780,102	\$35,182,461	\$43,678,148	\$48,406,519	\$47,828,825
Percent of Completed Contracts	33%	35%	31%	27%	33%

Consumer debt fluctuated greatly in the first years of the Department’s collection of such data. In 2009, the average consumer debt reported was \$24,876. This number decreased over the following years until 2014, when the amount ticked up to \$17,544. The current level is greater than that seen in 2011, on the heels of the debt crisis.

The number of consumer contracts has also varied since the CCCA became effective; however, in 2015, there was an increase of nearly 30,000 consumer contracts. While the number of consumer contracts increased, there was no correlating increase in the amount of money paid to

⁶⁸ See e.g., *Federal Trade Commission v. AmeriDebt, Inc., DebtWorks, Inc., Andris Pukke, and Pamela Pukke, also known as Pamela Shuster*. Civil Action No.: PJM 03-3317; *Federal Trade Commission, Plaintiff, v. National Consumer Council, Inc., et al., Defendants*. Civil Action No.: SACV04-0474CJC(JWJX).

⁶⁹ *S.C. Code Ann.* § 37-7-102 (2015), available at <http://www.scstatehouse.gov/code/t37c007.php>.

⁷⁰ *S.C. Code Ann.* § 37-7-102 (2015), available at <http://www.scstatehouse.gov/code/t37c007.php>.

⁷¹ *S.C. Code Ann.* § 37-7-101(3) & (7) (2015), available at <http://www.scstatehouse.gov/code/t37c007.php>.

⁷² Data displayed in this chart is derived from the annual Credit Counseling Report, available at http://www.consumer.sc.gov/Regulatory/licensing_registration/CreditCounseling/Pages/default.aspx.

consumers' creditors, as the increase in contracts was largely due to one additional licensee which engages in credit repair services, and therefore does not pay money to a consumer's creditors.

CONCLUSION

In Fiscal Year 2015, the Department began development of a new backend licensing database with online deployment capabilities. It is anticipated DCA will move all fifteen regulatory programs to the system in 2017. The update will enable the Department to pull and view data in new ways, allowing a clearer picture of the state of credit in South Carolina. The outcome will serve as a foundation for legislative recommendations and Department comments submitted in the rulemaking processes of state and federal agencies.

APPENDIX A: RECENT ENFORCEMENT ACTIONS

INTRODUCTION

For the third year in a row, DCA realized stabilized revenue collections from administration and enforcement during the last fiscal year. While DCA processed slightly fewer regulatory filings in Fiscal Year 2016 compared to the year prior, numbers are still significantly higher than those seen from 2009-2013. With the steady flow of filings, DCA compliance reviews increased 16% in FY16, coming on the heels of a 36% increase in FY15. These reviews have a direct impact on enforcement actions, which increased 31%, bringing the total increase since FY14 to 263%. Consumer refunds, credits, and adjustments resulting from enforcement actions, also increased 37%. **Overall, the Department's outcome of credits, refunds and adjustments for FY16 through efforts in complaint mediation, enforcement and intervention in insurance rate filings reached \$9,102,400.**

In Fiscal Year 2016, the Department issued approximately 7,900 licenses, registrations and certificates of authority.⁷³ During the same time period, investigators conducted 498 advisories, compliance reviews, contacts and inspections. The Department strives to conduct a certain percentage of compliance reviews annually to ensure continued compliance by licensees. Special investigations of licensed and unlicensed businesses may also be conducted upon receipt of consumer complaints, industry tips or reports or requests from other state or federal agencies. In 2016, the Department engaged in 148 administrative actions. Some highlights of issues identified through recent compliance reviews or investigations can be found below. A listing of recent public enforcement actions can be viewed on the Department's website.⁷⁴

RECENT ENFORCEMENT/ INVESTIGATIVE HIGHLIGHTS

Title 32 Contracts and Agents, Chapter 7 Preneed Funeral Contracts

The Preneed Funeral Contract statute requires funeral homes that sell preneed funeral contracts to be licensed by DCA, use approved contracts, deposit funds into trust accounts or purchase preneed funeral insurance within 30 days of receipt, report all contracts sold to the Department and pay a filing fee for each contract sold. The statute also requires funeral directors, who manage the accounts, to keep a ledger for all trust accounts that reflects all activity for each account, i.e. all payments, deductions, accretions, etc.

⁷³ This number does not include the number of regulatory filings processed by the Department, which adds an additional 16,000 items. See the Department's FY16 Accountability Report at <http://www.consumer.sc.gov/AboutUs/Pages/AccountabilityReports.aspx>.

⁷⁴ See http://www.consumer.sc.gov/Regulatory/Pages/Enforcement_Actions.aspx.

To ensure compliance, investigators reviewed bank statements, insurance provider account lists, investigator funeral home contract reports, receipt books and copies, ledger books/ledger databases, and the individual beneficiary files. Recurring issues include:

- Failure of licensed preneed funeral contract providers to deposit preneed funeral funds into trust accounts as required by law.
- Failure of licensed preneed providers to provide the Department with a listing of all contracts sold and payment of the \$20 filing to the Department for each contract.
- Funeral homes that are not licensed to sell preneed funeral contracts accepting funds from consumers.
- Licensed preneed providers receiving monies greater than the contract amount and failing to execute an additional contract for the excess funds received.

Title 44 Health, Chapter 79 Physical Fitness Services Act

The Physical Fitness Services Act requires any facility or individual that offers physical fitness services for the development of physical fitness through exercise or weight control to file for a Certificate of Authority with DCA. If a physical fitness provider offers services that exceed 3 months in duration or \$200, a written membership must be executed with the consumer. The statute gives specific requirements that must be disclosed on all prepaid or credit contracts for physical fitness services. The law requires that all books and records must be available for review by the Department.

To ensure compliance, investigators reviewed membership contracts, membership account databases, and individual member files. Recurring issues include:

- Physical fitness centers failing to file with the Department for a Certificate of Authority to provide services.
- Licensed physical fitness centers failing to execute a contract with consumers for services exceeding \$200 or 3 months as required by law.
- Physical fitness centers failing to provide consumers with the proper disclosures as required on the contract.
- Failing to provide DCA Investigators with books and records as required by law.

Title 40 Professions and Occupations, Chapter 39 Pawnbrokers

No person shall carry on the business of a pawn broker in any location without first obtaining a Certificate of Authority for each location. All pawn brokers conducting business in this state are under the authority of and regulated by the DCA. The statute requires a pawn broker to keep a

detailed record of all transactions for items being pledged or purchased. The statute requires a pawn broker to keep books and records available to the Department, designees, law enforcement officers, or court officials.

To ensure compliance, investigators reviewed pawn tickets and buy tickets, pawn/buy reports, itemized payment histories, redeemed tickets, and forfeiture letters. Recurring issues include:

- Failure of businesses that have taken in pawns and received interest on pawned items filing for a Certificate of Authority with the Department.
- Licensed pawnbrokers failing to disclose complete descriptions of items on the pawn ticket. (including serial numbers)
- Licensed pawnbrokers failing to hold purchased items for the required holding period.
- Licensed pawnbrokers purchasing stolen gift cards.

APPENDIX B: ADMINISTRATIVE INTERPRETATION SUMMARIES

INTRODUCTION

The consumer credit marketplace is an ever-evolving one. Business models and products are emerging at rapid rates, and the internet has created a new venue for transactions. The Department's task is to apply laws, oftentimes dating back forty years, to such fact scenarios. We are receiving an increased amount of requests for interpretations. Summaries of the latest issued appear below. Full administrative interpretations can be viewed on the Department's website at www.consumer.sc.gov.

ADMINISTRATIVE INTERPRETATIONS- TITLE 37

3.209-1401 Prepayment Penalty

Consumer credit transactions are governed by the Code. *S.C. Code Ann.* § 37-1-101 *et seq.* (2015). The right to prepay a consumer loan is addressed in section 37-3-209, and prepayment of credit sales is addressed in section 37-2-209. The Department was presented with a question regarding whether a lender, subject to the Code, can charge a consumer a different interest rate than currently being assessed and impose different terms regarding accepted method of payment or otherwise impose varying contract terms when a consumer loan is being prepaid by a third party on behalf of the consumer.

In drafting its opinion, the Department relied on the provisions of the Code governing the consumer's right to prepay a loan. Section 37-3-209 specifically states: "... the debtor may prepay in full the unpaid balance of a consumer loan, refinancing, or consolidation at any time without penalty." A debtor is defined as "any person who is an obligor in a credit transaction, including any co-signor, co-maker, guarantor, endorsee or surety, and the assignee of any obligor, and also includes any person who agrees to assume the payment of a credit obligation." *S.C. Code Ann.* § 37-1-301(4) (2015). Because the Code defines debtor as including not only the original consumer, but also assignees and other persons or organizations who agree to assume responsibility of paying the debt as well, the Department concluded that such third parties are also entitled to prepay a loan in full without incurring any type of penalty.

The Department also addressed the issue concerning whether lenders may contract for alternate interest rate terms and payment methods to apply should a third party pay off the loan. In its administrative opinion, the Department concluded that such alternate terms would constitute a prepayment penalty if the third party is an assignee of the obligor or entered into an agreement to pay off the loan. The third party assuming the obligation is considered the debtor and, thus, is entitled to pay off the loan under the same terms as the consumer whom originally incurred the debt/obligation. *S.C. Code Ann.* § 37-1-301(14) (2015).

3.104, 106-1403 Litigation Funding Transactions

The Department addressed a question regarding whether a legal funding transaction constitutes a “loan” under the Code. *S.C. Code Ann.* § 37-1-101 *et seq.*, (2015). Generally, a legal/litigation funding transaction involves the advancement of funds to a plaintiff in a civil action for the purpose of paying living expenses by someone who is not a party or who does not otherwise have a role in the lawsuit, which need to be repaid with interest and/or additional fees.⁷⁵ The Department concluded that such a transaction, also referred to as “third-party litigation financing,” “lawsuit lending,” “pre-settlement funding,” “litigation funding,” and “non-recourse cash advances” meets the definition of a loan, and therefore a lender who engages in the offering or provision of such activities must comply with the Code. In reaching its conclusion, the Department relied on the definition of a loan in the Code, applicable case law, and the interpretations and rulings in other Uniform Consumer Credit Code (“UCCC”) states.⁷⁶

A loan, as defined by the Code, includes among other activities, “the creation of debt by the lender’s payment of or agreement to pay money to the debtor or to a third party for the account of the debtor;” and “the forbearance of debt arising from a loan.” *See S.C. Code Ann.* § 37-3-106(1), (4) (2015).

A loan finance charge is defined in section 37-3-109(a) as:

The sum of all charges payable directly or indirectly by the debtor and imposed directly or indirectly by the lender as an incident to the extension of credit, including any of the following types of charges which are applicable: interest or any amount payable under a point, discount or other system of charges, however denominated...

A majority of case law involving this definition and the question at hand has concluded that litigation advances meet the definition of a “loan” and “consumer loan” pursuant to the law,⁷⁷ and that the broad definition of a consumer loan recognizes that a debt is created through the advancement of funds prior to a resolution being realized and the lack of a statutory requirement of an absolute obligation to repay the funds.⁷⁸ Thus, the Department concluded that a litigation funding transaction meets the definition of a loan as monies are given to the consumer. The broad concept of a “loan” under the UCCC certainly encompasses those circumstances where the consumer does not have an unconditional obligation to repay. Therefore, persons engaged in offering or providing such loans must comply with the Code.

⁷⁵ *Oasis Legal Fin. Group, LLC v. Suthers*, 2013 COA 82, P2 (Colo. App. 2013).

⁷⁶ Prior to issuing interpretations and rulings, the Department is directed to additionally assess and take into consideration those of other UCCC states. *See S.C. Code Ann.* § § 37-6-104(3)(a), (b)(ii); 37-1-102(g) (2015). Colorado, Indiana, Idaho, Iowa, Kansas, Maine, Oklahoma, Utah, Wisconsin and Wyoming administer and enforce versions of the UCCC.

⁷⁷ *In Re Pre-Settlement Lender Licensing* (Colo. Attorney Gen. April 29, 2010).

⁷⁸ *Decision Point, Inc. v. Reece & Nichols Realtors, Inc.*, 282 Kan. 381, 144 P.3d 706 (Kan. 2006).

3.501, 502-1501 Sale of Supervised Loans

The Department was presented with three questions concerning the purchase or assignment of supervised loans.

- (1) Does the status of a purchased loan as defaulted, returned, unpaid or otherwise uncollectable affect whether the loan is still considered a “supervised loan,”
- (2) Whether a person purchasing or taking assignment of supervised loans from a licensed supervised lender or supervised financial organization is required to hold a supervised lender license or not.
- (3) Whether the sale/ assignment of supervised loans impacts the statute of limitations.

The Department relied on the Code, and applicable case law in drafting its opinion. Supervised loans, governed by the Code in section 37-3-500 *et seq.*, are defined as consumer loans with a finance charge exceeding twelve percent per year, and a supervised lender is a “person authorized to make or take assignments of supervised loans.” *S.C. Code Ann.* § 37-3-501(2) (2015).

The Department reviewed the plain meaning of the statute to determine whether a person purchasing or taking assignment of supervised loans from a licensed supervised lender or supervised financial organization is required to obtain a license. The Department relied on section 37-3-502 of the Code which prohibits any person other than a supervised financial organization from engaging in the making of supervised loans or “taking assignments of and undertaking direct collection of payments from or enforcement of rights against debtors arising from supervised loans” without first obtaining a license to do so.

Regarding the status of a purchased loan deemed uncollectible, the Department relied on section 36-3-203, which states that when an absolute transfer occurs, the absolute transfer gives the transferee the same rights the transferor had under the instrument that is transferred. Neither these rights nor the status of the loan as a supervised loan are affected by the loan being in default or otherwise deemed uncollectible. The only prerequisite for triggering the license requirement is that the loan meets the definition of a supervised loan; if that prerequisite is met, the purchaser/ assignee would be engaging in activities delineated in section 37-3-502(1)–(2), and both apply in this matter.

Regarding the statute of limitations, section 15-3-530 states that an action upon a contract shall be brought in court within three years. Based on this language, the Department determined that the sale/ assignment of a supervised loan does not affect the statute of limitations. In reaching this conclusion, the Department relied on the applicable case law stating that the statute of limitations begins to run when the party, in this scenario, the lender, has the right to bring an action against the debtor. *Brown v. Finger*, 240 S.C. 102, 124 S.E.2d 781 (1962). The tolling of the statute of limitations would occur through a voluntary action of the debtor, not the lender; thus, the sale/assignment of a supervised loan does not affect the statute of limitations since it is not an action taken by the debtor. *See Zaks v. Elliott*, 106 F.2d 425,427 (4th Cir. 1939).

In conclusion, a person purchasing or otherwise taking assignment of a supervised loan, including loans with a charged off or otherwise “uncollectible status,” must either be a supervised financial organization or a licensed supervised lender. Such a purchase or assignment does not toll the statute of limitations.

30.120-1601 GAP Waivers and Valuation Guides

The Department addressed a question regarding whether the reference to the National Automobile Dealers Association (“NADA”) in section 37-30-120 (I)(1)(b) required usage of the NADA valuation guide by sellers of GAP waivers, or allows the utilization of similar valuation guides.

To address this question, the Department reviewed the statutory section in question, as well as applicable case law and concluded that the reference to “National Automobile Dealers Association average retail value” indicates a legislative intent to require only a commercially recognized tool that provides information similar to NADA rather than limiting sellers to the NADA valuation guide exclusively. This conclusion was based on standard rules of statutory construction and in line with court holdings which have recognized the NADA handbook and Kelley Blue Book as standard tools for determining a vehicle’s value.⁷⁹

The Department further provided the caveat that sellers are not permitted to price shop in order to evade the law’s intent. Rather, sellers of GAP waivers should consistently utilize the same valuation guide and document such use.

2.308-1602 Motor Vehicle Dealer Advertised Price

The Department addressed a question regarding whether a motor vehicle dealer must sell a vehicle for the price advertised online if the consumer does not mention the advertisement. To address this question, the Department reviewed the Code, as well as applicable case law. Section 37-2-308(c) states, “A motor vehicle dealer may not advertise in a manner that is false, deceptive, or misleading, or that misrepresents a vehicle offered for sale.” Because South Carolina courts have not ruled on this section, the Department looked to statutes and case law in other states. Illinois, California, Ohio, and several other states consider the act of selling a vehicle for a price above the advertised price to be an unfair or deceptive act, even if the consumer does not mention the advertised price.⁸⁰

The Department agreed with these rulings, finding that failure to disclose a vehicle’s advertised price constitutes deceptive conduct and as such, violates section 37-2-308(c).

⁷⁹ See *Hess v. Riedel-Hess*, 153 Ohio App.3d 337, 794 N.E.2d 96 (O.H. 2003); *In re McLean Trucking Co.*, 281 N.C. 375, 189 S.E.2d 194 (1972).

⁸⁰ See Ill. Rev. Stat. 1991, ch. 121 1/2, par. 262; Cal. VEH § 11713.1(e); Cal. Code Regs., tit. 13, § 260.04(b); Ohio Adm. Code § 109:4-3-16(B); Conn. Reg. § 42-110b-28(b)(1). See also *Affrunti v. Village Ford Sales, Inc.*, 232 Ill. App. 3d 704, 707, 597 N.E.2d 1242, 1244 (1992); *Castro v. Union Nissan, Inc.*, 2002 WL 1466810, (N.D. Ill. 2002).

Additionally, the Department's conclusion also provided for three specific exceptions to the requirement that a motor vehicle dealer sell a vehicle for the advertised price even if a consumer does not mention the advertisement. These exceptions apply where: (1) a motor vehicle dealer clearly and conspicuously conditions purchase of a vehicle at the advertised price on the mention of the advertisement by the consumer, and the consumer neglects to do so; (2) a motor vehicle dealer posts/provides a coupon that must be presented to receive a discounted purchase price, and the consumer fails to do so; and (3) the advertisement states that the advertised price and terms are good only for a specific period of time and such time has elapsed. The Department held this interpretation to apply to all advertisements, regardless of medium.

3.109, 503-1603 Supervised Loans Location; Payment via Web

The Department was presented with two questions concerning supervised loans. The first question was whether a website operated by a supervised lender and established for the purpose of accepting payments from consumers with existing supervised loan constitutes a place of business; the second question was whether a supervised lender may impose a fee upon a consumer making a loan payment using a specific method.

Supervised loans are governed by the Code in section 37-3-500 *et seq.*, including section 37-3-502, which prohibits any person other than a supervised financial organization from engaging in the making of supervised loans or "taking assignments of and undertaking direct collection of payments from or enforcement of rights against debtors arising from supervised loans" without first obtaining a license to do so. In 2008, the Department had previously issued guidance to the SCBOFI-CFD specifying the need for internet lenders to obtain supervised lending licenses for a website address. Because the statute creates a location based licensing structure, the Department concluded that any location where supervised lending activity is taking place is required to obtain a license.

In response to the second question posed, the Department considered whether the online payment fee on a supervised loan was a loan finance charge or an additional charge or transaction fee. The Code specifically states in section 37-3-109 that "the sum of all charges payable directly or indirectly by the debtor and imposed directly or indirectly by the lender as an incident to the extension of credit" are loan finance charges and must be treated accordingly. This definition does not include "charges as a result of default, additional charges, delinquency charges, or deferral charges...." *S.C. Code Ann.* § 37-3-202 to 204 (2015). Specifically section 37-3-202 states that a lender may contract these charges "in connection with" a consumer loan in addition to a loan finance charge. Based on the statutory language, the Department concluded in its interpretation that the fee imposed upon a consumer utilizing a payment method to make required payments on a consumer credit transaction is incident to the credit transaction and constitutes a loan finance charge.

A website through which supervised lending activity, including collecting payments, occurs constitutes a place of business/ location for the purposes of the supervised loan statutes and

requires licensure. A lender may accept payments via web portal or other payment method if the lender does not directly or indirectly impose a fee for such service.

ADMINISTRATIVE INTERPRETATIONS: OUTSIDE TITLE 37

34.39.130-1402 Sale of Deferred Presentment Accounts

South Carolina Code section 34-39-110 *et seq.*, contains the Act, which governs all deferred presentment transactions in the state. The Act governs the regulation of persons offering and/or providing deferred presentment services to South Carolina consumers; specifically, section 130 prohibits any person from engaging in the business of “deferred presentment services” without first obtaining a license to do so.

The Department was presented with a question regarding whether a deferred presentment provider licensed pursuant to the Act can sell or otherwise assign defaulted, returned, unpaid or otherwise uncollectable accounts to a third party who is not licensed to provide deferred presentment services. In drafting its opinion, the Department reviewed the procedures with which a licensee must comply regarding consumer payments under a deferred presentment contract/transaction. Section 34-39-175 requires a licensee to utilize the deferred presentment transaction database, entering data at the commencement of the transaction and upon the transaction being paid in full. “An item is paid in full when the payer bank makes final payment on the customer’s check pursuant to section 36-4-215 or the customer has redeemed the check with a cash payment in full.” *S.C. Code Ann.* § 34-39-270(F) (Supp. 2016).

The administrative opinion concluded that should a licensee sell an account where final payment has not yet been received, the licensee would not be permitted to enter the transaction as “paid in full” as the previous terms would not be met. Additionally, the administrative opinion determined that the Act’s provisions clearly contemplate the deferred presentment transaction retaining its character from commencement until final payment and the person responsible for entering the final payment status of the transaction must be a licensee, thus such sale would constitute a violation of the Act.

Willoughby, Amanda

From: Rebecca Fox <IMCEAEX-_O=EXCHANGELABS_OU=EXCHANGE+20ADMINISTRATIVE+20GROUP+20+28FYDIBOHF23SPDLT+29_CN=RECIPIENTS_CN=36CBF2C46F334BCC8C739E88FF8D9797-REBECCA+20FOX@namprd05.prod.outlook.com>
Sent: Wednesday, April 02, 2014 5:28 PM
To: Rebecca Fox
Subject: RE: Cash Central of South Carolina, LLC
Attachments: Consumer Right Pamphlet.doc

Changes we need to make:

- The attached needs to be posted as a link on both the SC license and fee page with the comment. "Learn about your consumer rights by clicking [HERE](#)"

From: Rebecca Fox
Sent: Wednesday, April 02, 2014 2:23 PM
To: 'Amy Jennings'
Subject: RE: Cash Central of South Carolina, LLC

Is this the same person who helped us last time? half of the change requests are to parts already agreed upon. Ugh.

From: Amy Jennings [<mailto:amy.jennings@directfinancialsolutions.com>]
Sent: Tuesday, April 01, 2014 11:56 AM
To: Rebecca Fox
Subject: FW: Cash Central of South Carolina, LLC

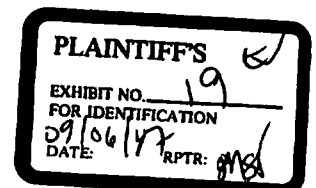
From: Polson, Sam [<mailto:Sam.Polson@bofi.sc.gov>]
Sent: Tuesday, April 01, 2014 12:21 PM
To: Amy Jennings
Subject: Cash Central of South Carolina, LLC

Amy Jennings,

Please see attached review of Cash Central of South Carolina, LLC contract.
If you have any questions please contact Sam Polson at sam.polson@bofi.sc.gov

Thank You,

Ms. Sam Polson
S.C. State Board of Financial Institutions
Consumer Finance Division
1205 Pendleton Street, Suite 306
Columbia, SC 29201
www.consumerfinance.sc.gov



Willoughby, Amanda

From: Rebecca Fox <IMCEAEX-O=EXCHANGELABS_OU=EXCHANGE+20ADMINISTRATIVE+20GROUP+20+28FYDIBOHF23SPDLT+29_CN=RECIPIENTS_CN=36CBF2C46F3348CC8C739E88FF8D9797-REBECCA+20FOX@namprd05.prod.outlook.com>
Sent: Thursday, May 08, 2014 12:28 PM
To: Sam.Polson@bofi.sc.gov
Cc: Amy Jennings
Subject: FW: Cash Central of South Carolina, LLC
Attachments: Cash Central of South Carolina loan contract corrections 4-1-14.docx

Ms. Polson,

First, let me please apologize for the delay in responding to the attached.

We only recently obtained our license and began operations in South Carolina. As part of that process we had many conversations about the appropriateness of the language in our contract with Ms. Adraine M. Robinson. Ms. Robinson pointed out some of the initial corrections needed, many of which revolved around ACH authorizations and your paragraphs 4 through 7 of the attached, which were all corrected before we obtained our license and began operations. Other items mentioned in the attached did not appear to be issues with Ms. Robinson so I wanted to touch base before proceeding with substantive changes to ensure we were making the appropriate corrections.

Please also note we do not charge origination fees, understanding they are not fully earned at the time of funding and could be subject to refund, we made the business decision to not charge such fees. Hopefully that will address number 1 Your Promise to Pay of the attached. We also do not pay any third parties as part of funding a loan so did not include a line item as suggested in 2 Itemization of Amount Financed, but can add it if so desired.

Regarding Contact You #8, we are happy to make that change. We have also included the South Carolina Consumer Information Pamphlet on our website. Attached is a link for ease of confirmation:
<http://www.cashcentral.com/about/license.aspx>.

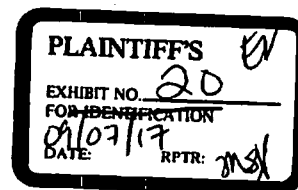
Finally, we would like to revise our arbitration agreement. Is this something you would also like to review? If so I'm happy to provide you our proposed language if desired. I would be happy to discuss these further with you when convenient and again, thank you for your feedback and patience in receiving my response.

Sincerely,

Rebecca

Rebecca R Fox
Assistant General Counsel - Online Operations
Direct 614-760-4163 | Fax 614-760-4018
rfox@ccfl.com

84 E 2400 North
North Logan, UT 84341





The information in this message is intended only for the addressee or addressee's authorized agent. The message may contain information that is privileged, confidential, or otherwise exempt from disclosure. If the reader of this message is not the intended recipient or recipient's authorized agent, then you are notified that any dissemination, distribution or copying of this message is prohibited. If you have received this message in error, please notify the sender by telephone and return the original and any copies of the message by mail to sender at the address below. Thank you.

From: Polson, Sam [<mailto:Sam.Polson@bofi.sc.gov>]

Sent: Tuesday, April 01, 2014 12:21 PM

To: Amy Jennings

Subject: Cash Central of South Carolina, LLC

Amy Jennings,

Please see attached review of Cash Central of South Carolina, LLC contract.

If you have any questions please contact Sam Polson at sam.polson@bofi.sc.gov

Thank You,

Ms. Sam Polson
S.C. State Board of Financial Institutions
Consumer Finance Division
1205 Pendleton Street, Suite 306
Columbia, SC 29201
www.consumerfinance.sc.gov

**South Carolina Board of Financial Institutions
Consumer Finance Division
1205 Pendleton Street, Suite 306
Columbia, SC 29201
www.consumerfinance.sc.gov**

Disclaimer: This form is not an approval of your consumer installment loan agreement but only noted changes that are needed for compliance.

April 1, 2014

Cash Central of South Carolina, LLC

Visit www.consumerfinance.sc.gov under Consumer Lending, Licensing of Supervised Internet Based Lenders, which states a lender conducting business on the internet must post their Supervised Lenders License, and the Consumer Loans Your Rights and Responsibilities pamphlet. Also the Maximum Rate filing must be posted on your website which is filed with the South Carolina Department of Consumer Affairs. Visit www.consumer.sc.gov for instructions.

Correction: Post the Consumer Loans Your Rights and Responsibilities pamphlet and the Maximum Rate filing on your website at www.cashcentral.com

Consumer Installment Loan Agreement

1. Your Promise to Pay – Origination charge must be reflected in finance charge and included in the APR computation. (Note: This fee will have an unearned portion upon prepayment. It is not wholly earned at consummation.)
2. Itemization of Amount Financed – Include section for Amount paid to third party.
3. Additional Provisions – Method of Loan Repayment – “If you are late making a payment, the amount of your other payments may be greater than disclosed in the payment schedule.”

This language contradicts the Federal Truth in Lending Disclosure. The number of payments and the payment amount will not change. Late payments are subject to a late fee not to a change in payment amounts. Correct this language.

4. Additional Provisions – 3rd paragraph “Please note that you have the right to receive notice of all electronic fund transfers from Your Bank Account that vary in amount, and that by signing this ACH Authorization, you agree to receive notice only when the debit entry amount falls outside the specified range of amounts described below (in lieu of receiving notice of each electronic fund transfer that varies in amount). The range of amounts for debits will be between \$1 and a maximum of two contractual payments.”

Notice does not constitute right for a debit entry greater than specified in above authorization. A separate signed authorization must be obtained from consumer for amounts greater than scheduled payment. Correct language.

5. Additional Provisions – 4th paragraph “You agree that we may effect payment of unpaid amounts owing under this Loan Agreement via this ACH Authorization if we have not received payment from you by other means. You acknowledge that you are voluntarily choosing to pay electronically, and that you are choosing to receive notice of varying amounts of debits only when a debit exceeds the range specified above.”

Correct language to fit above correct paragraph. (See #4)

6. Additional Provisions – 4th paragraph “You also authorize us to verify all of the information that you have provided to us, as well as certain past and/or current information. If there is any missing or erroneous information in or with the information that you have provided to us regarding your bank, bank routing and transit number, or Bank Account number, then you authorize us to verify and correct such information. A different bank account may be substituted by written agreement of the parties to this electronic funds transfer payment authorization.

Correct language – Corrections must be authorized by the consumer.

7. Default – you will be in default under this Agreement if: (a) you fail to pay any amount due and owing on or before the Payment Due Date; and/or (b) your prospect of your payment or performance of this Agreement is significantly impaired. You understand and agree that if you are in default under this Agreement, we may at our election: (i) accelerate all of the remaining installment payments on the Loan and all other amounts due to us and obtain immediate payment of same, provided we have given you a Right to Cure Notice and waited the required days as specified by statute; (ii) initiate a debit entry to your Bank Account for all amounts due to us; and/or (iii) pursue all available legal and equitable remedies against you to collect the amount you owe us. If it becomes necessary to file suite to collect on this Agreement, you agree to pay all court costs and attorney fees not to exceed 15% of the amount due and payable under this Agreement, unless your loan amount is \$3,500 or less in which case you will not be responsible for any attorney fees.

Correct language: A separate authorization is required to debit entry a Bank Account for all amounts due. (See #4)

8. Contacting You – “If you are in default of your obligations to us, you authorize us to all you at work or home, or at other numbers you have provide us, or that we can reasonably associate with your account, to leave a message with a person or voicemail service at either location stating our name and phone number, to text you, to write you at home and to acquire location information about you from references or employers on your application. You agree that we will not be liable to you for any such calls. Your consent

will be effective if the number you have provided is a home, business, or cell phone line, even if the number is registered on any state or federal DO-Not-Call (DNC) list as of the date of this consent."

Correct by adding: "Unless we receive written request from you not to call or contact respective members."

37-1 et seq Supervis...	2/3/2013 11:02 AM	Rich Text Format	023 KB	SC - South Carolina (...)
20110818135925202...	2/4/2013 6:12 PM	Foxit PhantomPD...	14 KB	SC - South Carolina (...)
20110823092500531...	2/4/2013 6:12 PM	Foxit PhantomPD...	28 KB	SC - South Carolina (...)
20110823092207283...	2/4/2013 6:11 PM	Foxit PhantomPD...	14 KB	SC - South Carolina (...)
20110818135307298...	2/4/2013 5:48 PM	Foxit PhantomPD...	27 KB	SC - South Carolina (...)
20110818135219158...	2/4/2013 5:48 PM	Foxit PhantomPD...	16 KB	SC - South Carolina (...)
37-1 et seq Supervis...	2/1/2013 5:02 PM	Rich Text Format	2,751 KB	SC - South Carolina (...)
Consumer Credit - ...	2/1/2013 4:03 PM	Foxit PhantomPD...	412 KB	SC - South Carolina (...)
Consumer Right Pa...	2/1/2013 4:02 PM	Microsoft Word 9...	45 KB	SC - South Carolina (...)
Int Rate Disclosure ...	2/1/2013 4:02 PM	Microsoft Word T...	55 KB	SC - South Carolina (...)
max rate fee poster	2/1/2013 3:59 PM	Foxit PhantomPD...	126 KB	SC - South Carolina (...)

**DEFENDANT'S
TRIAL
EXHIBIT 1**

DEFENDANT'S <i>EW</i>	
EXHIBIT NO. <u>1</u>	
FOR IDENTIFICATION	
DATE: <u>09/06/12</u>	RPTR: <i>MS</i>

SCREEN SHOT OF REBECCA FOX'S COMPUTER FILE DIRECTORY



With the help of SCBOS, businesses can file consumer credit grantor notification, maximum rate schedules and motor vehicle closing fees

online. SCBOS saves time and money by streamlining access to information, helping business owners determine exactly which documents they are required to file, and expediting registrations and fee payments. SCDCA is one of five agencies partnered in SCBOS and was also one of the first to join.

Visit www.scbos.sc.gov to file online.

Filing forms may also be downloaded from our website.

How does SCDCA use the filing information?

Filing with the Department helps SCDCA assess the availability of consumer credit. It also aids consumers in comparing different interest rates and closing fees.



SC Department of Consumer Affairs
2221 Devine Street, STE 200
PO Box 5246
Columbia, SC 29250

CONSUMER CREDIT

A Guide for Business



- Credit Grantor Notification
- Maximum Rate Schedules
- Motor Vehicle Closing Fees

DEFENDANTS
EXHIBIT NO. 2
FOR DEPOSITION
DATE: 04/06/14
P/R: US/550

CASHCENTRAL_000015

DEFENDANTS
TRIAL
EXHIBIT 2

CONSUMER CREDIT: A Guide for Business

Consumer Grantor Notification

Persons whose *annual gross (sales or loans) volume of business exceeds \$150,000* must file consumer grantor notification with the South Carolina Department of Consumer Affairs ("SCDCA") if they:

- (1) Make consumer credit sales, leases or loans or engage in rent-to-own transactions*;
- (2) Take assignment of payments that arise from consumer credit sales, leases, loans or rent-to-own transactions and engage in direct collection of these payments from debtors**;
- or
- (3) Take assignment of payments that arise from consumer credit sales, leases, loans or rent-to-own transactions and enforce rights against debtors**.

*For item (1), if the business does not have a location in South Carolina, a notification filing is required for the main office, wherever located.

** For items (2) and (3), filing is only required for businesses located in South Carolina.

The *filing fee is \$120 per location*. You must file within 30 days of commencing business in the state, and *on or before January 31st each year thereafter*.

**\$150,000
or more**

Maximum Rate Schedule

**18%
A P R**

Creditors intending to charge an annual finance charge in excess of 18% in a consumer credit sale or consumer loan transaction must also file a maximum rate schedule ("MRS") with SCDCA.

The *filing fee is \$40 per location* and must be submitted before such transactions are made, and thereafter, *on or before January 31st* each year. The MRS must be posted in a conspicuous location in the business.

EXAMPLES OF CONSUMER CREDIT INCLUDE:

installment plans, regular and revolving charge accounts, consumer loans, as well as leases of goods for more than four months.

Generally, when a consumer finances a good or service and leaves the business with that good or the expectation of receiving a service, the transaction is a *credit sale*.

When the consumer leaves the business with a check or monetary proceeds, even if the consumer will use the proceeds to make a purchase, the transaction is a *consumer loan*.

Non-Compliance



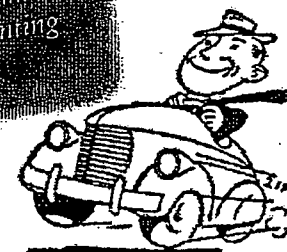
Failure to file a consumer credit grantor notification, maximum rate schedule or motor vehicle closing fee may result in fines or rollback/refund of excess charges. Still unsure if you need to file one of these? Call SCDCA @ 803.734.4253 for more guidance. You can also visit our Business/Industry Information page @ www.consumer.sc.gov for more information.

Motor Vehicle Closing Fees

The law requires *every motor vehicle dealer* charging closing fees (also referred to as doc fees or closing costs) on a motor vehicle sales contract to file a motor vehicle disclosure form and pay a *\$10 registration fee*. Businesses must file *each state fiscal year*.

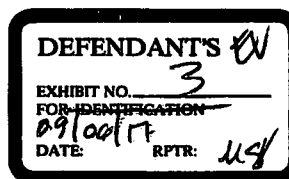
The closing fee must be included in the advertised price of the motor vehicle, disclosed on the sales contract, and displayed in a conspicuous location in the dealership.

The law does not require the dealer to charge the fee; it just requires that they file with the Department before implementing one.



**SOUTH CAROLINA Installment Loan & Revolving Loan Account (aka Line of Credit)
Statute Summary**

- **Supervised Loan** – means a consumer loan in which the rate of charge exceeds 12% per year, greater than 120 days 37-3-501
- **Line of Credit:**
 - definitions in 37-1-201(7)(d) – basic and similar to:
 - Revolving loan account: (1) permit loans from time to time (2) unpaid balances of principal and the loan finance and other charges are debited to an acct (3) loan finance charge if made is not recomputed but computer on outstanding unpaid balances of the debtor's account from time to time and (4) the debtor has the privilege of paying the balances in installments. 37-3-308
- Minimum loan amount – ~~\$610~~ to qualify for open APR 67-3-201(2)(b)
 - amts of loans change every July of an even year 37-1-109
- Maximum loan amount – 25k 37-3-104
 - principal: net amount paid to the debtor, amt of any discount exclude from the loan finance charge and if pmt is deferred, and Additional Charges (see below) permitted 37-3-107
- Interest Rate:
 - whatever rate we file with the state so long as it is at least \$600 37-3-201(2)(b)
- Loan Term – min 120 days 37-3-501(1)(b) does not apply to LOC
- NSF fee – *don't believe there is one, they are specifically prohibited for PRAs 34-39-180(G), there is nothing in either restricted or supervised loan statutes providing for NSF fees.*
- Delinquency Charge – 37-3-203
 - not exceeding \$5, which is not more than 5% of the unpaid amt of the installment.
 - 10 days after the installment is due
 - contract must include a stmt that lender may charge the max late charge allowed by law
 - late charge allowed 1x per installment. can be collected at any time.
 - can't apply a late charge to another installment thereby making the next installment late.
- Minimum Loan Term – 2 installments 37-1-301(19) / 120 days 37-3-501 does not apply to LOC
- Maximum Loan Term: 37-3-511



- if < \$1000 – substantially equal installments at equal intervals not more than 37 mths if greater than \$300 or not more than 25 mths if principal less than \$300 does not apply to LOC
- Refinances Allowed – Yes. 37-3-205
 - loan finance charge is permitted and is based on the principal resulting from the refinancing at a rate not exceeding that permitted by what we charge.
 - principal is determined by the total of the unpaid balance and the accrued charges on the date of refi
 - can't renew a loan of \$1k or less, more than 1x/15mth if dollars given to cust is less than 10% of the net outstanding loan balance at the time of renewal 37-3-515
- **Finance Charges:** means the sum of 37-3-109 SAME LOC
 - all charges payable directly or indirectly by the debtor and imposed directly or indirectly by the lender as an incident to the extension of credit, including: interest or any amount payable under a point, discount or other system of charges,
 - The term does not include charges as a result of default, additional charges, delinquency charges, or deferral charges,
 - there is no limit or restriction on the manner of calculating finance charge, whether by way of add-on, discount, single APR, etc 37-3-201(3)
 - A loan term commences on the day the loan is made 37-3-201(4)
 - any mth may be counted as 1/12 of a year but a day is counted as 1/365. subject to classifications and differentiations the lender may reasonably establish, a part of the mth in excess of 15 days may be treated as a full mth if periods of 15 days or less are disregarded and that procedure is not inconsistently used to obtain a greater yield than would otherwise be permitted. 37-3-201(4)
- **Prepaid Finance Fee:** (*Prepaid finance charges are addressed in terms of mortgage lending/mobile homes. For consumer loans one reference was found as it relates to unconscionability. Also take a look at the definition of loan finance charge above which may be considered to include a prepaid finance fee. would suggest either including propose finance fee in max rate schedule so it's reviewed and approved by the state or ping outside counsel or look at competitors products*)
 - Nothing in this title may be construed to prevent a finding of unconscionability where a creditor assesses an origination charge, prepaid finance charge, service, or other prepaid charge which substantially exceeds the usual and customary charge for the particular type of consumer credit transaction. In such a transaction the court shall consider the relative sophistication of the debtor and the creditor, the relative bargaining power of the debtor and creditor, and any oral or written

representations made by the creditor regarding the credit service charge or the loan finance charge of the consumer credit transaction. 37-5-108

- **Additional Charges:** (included in computation of principal 37-3-107)
 - official fees and taxes 37-3-202(1)(a)
 - Deferral Charges 37-3-204
 - can make deferral before or after default or one installment or more
 - can't charge a deferral fee and a late charge for the same installment
 - can contract for the deferral charge to be automatic if late
 - deferral charges:
 - (3) A standard deferral may be made with respect to a transaction as of the due date, as originally scheduled or as deferred pursuant to a standard deferral, of an installment with respect to which no delinquency charge (§ 37-3-203) has been made or, if made, is deducted from the deferral charge computed according to this subsection. The deferral charge for a standard deferral may equal but not exceed the portion of the loan finance charge attributable to the computational period immediately preceding the due date of the earliest maturing installment deferred as determined according to the sum of the balances method multiplied by the whole or fractional number of computational periods in the deferral period, counting each day as $1/30$ th of a month without regard to differences in lengths of months when the computational period is one month or as $1/7$ th of a week when the computational period is one week. A deferral charge computed according to this subsection is earned pro rata during the deferral period and is fully earned on the last day of the deferral period.
 - (4) With respect to a transaction as to which a creditor elects not to make and does not make a standard deferral or a deferral charge for a standard deferral, a deferral charge computed according to this subsection may be made as of the due date, as scheduled originally or as deferred pursuant to either subsection (3) or this subsection, of an installment with respect to which no delinquency charge (§ 37-3-203) has been made or, if made, is deducted from the deferral charge computed according to this subsection. A deferral charge pursuant to this subsection may equal but not exceed the rate of loan finance charge required to be disclosed to the debtor pursuant to law applied to each amount deferred for the period for which it is deferred computed without regard to differences in lengths of months, but proportionately for a part of a month, counting each day as $1/30$ th of a month or as $1/7$ th of a week. A deferral charge computed according to this subsection is earned pro rata with respect to each amount deferred during the period for which it is deferred.
 - note rebates may be required if not fully earned – see 37-3-210
 - Pre-payment fee: if contracted for and at time of pre-payment finance charges accrued are less than \$15, we can collect \$15 37-2-210 this does not apply to LOC 37-3-210(2)
- **Net Worth:** Must maintain a net worth of max \$25k 37-3-503

- **Records:** two years from the final entry relating to the loan 37-3-505
- **Revolving Loan Account**
 - changing terms of account: can make before or after the effective date of change. 37-3-408
 - if increases rate of loan or charges or alter calc so increases amts due by customer, imposes increased min charges → change only effective for balances prior to the effective date only if debtor rec'd disclosure at least 30 days b/f effective date
 - disclosure must state that if cust doesn't want to continue acct under new terms, we'll term acct and allow cust to pay existing balance under current terms on written request of cust sent to us at address provided on disclosure
 - disclosure must also state cust may aply for another acct on the new terms
 - use same address as on periodic billing stmts
 - violation – (3)
- **Misc:**
 - Consumer may prepay in full at any time without penalty 37-3-209
 - other business provision – can't sell goods where make loans 37-3-512
 - ~~underwriting~~: if part of the contract is considered unconscionable the court can either strike that part or the whole contract; ~~part may also consider customer reasonable ability to repay 37-5-108~~
 - refunds can only be applied to outstanding debt after notice has been provided to the customer they can obtain a refund 37-5-202 (see also 37-5-205)
 - can consolidate loans if more than one outstanding. 37-3-206 & can roll into installment loans into LOC 37-3-207
 - advances to perform covenants of consumer (i.e. insurance) and ability to roll those into balances 37-3-208
 - customer has right to refi if there is a balloon pmt greater tha 2x the avg previous pmts 37-3-402 this does not apply to LOC
- **Prohibitions:**
 - debtor may not waive rights or benefits of consumer protection code 37-1-107
 - cannot change venue to a location that is not the residence of the debtor 37-1-201;
 - can't take an assignment of earnings, can have a deduction from earnings if revocable 37-3-403;
 - debtor may not authorize any person to confess judgment on a claim from a loan 37-3-407;
- **Duties of Licensee generally**

- must provide receipt for each payment made – can deliver receipt or can mail a periodic statement 37-3-302(1)
- customer can request a statement for the preceding 12 mths to see application of pmts and total balance outstanding. first request it's free per year, thereafter \$2 37-3-202(2) does not apply to LOC 37-3-302(2)
- must deliver to debtor written evidence acknowledging pmt in full when complete. 37-3-302(3) does not apply to LOC 37-3-302(3)
- additional duties implicated if there are co-signers 37-3-303
- file and post a max rate schedule, stated as an APR, min 14 pt font 37-3-305 / 28-70-2.305, 3.305
 - larger than other terms on disclosure need: Loan Finance Charge and Annual Percentage Rate. & Credit service Charge
 - Also required is the following disclosure:

Consumers: All supervised and restricted creditors making consumer loans in South Carolina are required by law to post a schedule showing the maximum rate of LOAN FINANCE CHARGES stated as ANNUAL PERCENTAGE RATES that the creditor intends to charge for various types of consumer credit transactions.

The purpose of this requirement is to assist you in comparing the maximum rates that creditors charge, thereby, furthering your understanding of the terms of consumer credit transactions and helping you to avoid the uninformed use of credit.

NOTE: Creditors are prohibited only from granting consumer credit at rates higher than those specified above. A creditor may be willing to grant you credit at rates that are lower than those specified, depending on the amount, terms, collateral and your credit worthiness.

- **Licensing**
 - file a max rate schedule 37-3-305 & \$40 at least annually 37-3-305(8) will need to file rate schedule for LOC
 - license is not assignable and remains in force until surrendered or revoked 37-3-503
 - annual report due 4/15/xx 37-3-503
 - subject to exam on periodic intervals 37-3-506
- **Advertising 37-3-304**
 - lender shall not advertise, print, display, publish, distribute, broadcast, or cause to be advertised, printed, displayed, published distributed or broadcast in any manner any statement or representation with regard to the rates, terms or conditions of credit with respect to a consumer loan that is false, misleading or deceptive.
 - do NOT have to print the max rate schedule in advertising 37-3-305(5)
- **Default**
 - default can include the prospect of pmt, performance is significantly impaired, burden on creditor 37-5-109
 - after cust in default for 10 days for failure to make pmt, creditor may give notice (right to cure notice) example provided 37-5-110

- can't accelerate the balance due based on default of non pmt without provided the right to cure notice and then 20 days thereafter – only have to provide one time during life of loan
- **Collections**
 - can get attnys fees not in excess of 15% of unpaid debt after default for a non salaried ee 37-3-404
 - if loan apr > 18%, and loan \$1000 or less, no attny fee provision is allowed 37-3-514
 - need to be licensed as a supervised lender to collect supervised loans 37-3-502
 - creditor may not attach unpaid earnings of the debtor by garnishment or like proceedings 37-5-104
 - various aspects of the FDCPA are somewhat incorporated into the remedies statute, review 37-5-101, et seq (-108 in particular)
 - Statute of limitations – 1 year from the scheduled or accelerated maturity of the debt 37-5-202
 - Identity Theft: note they have an entire chapter on ID theft 37-20-110 et seq

South Carolina 37-1-1 et seq, Supervised Loans – Installment loans.

STATE OF SOUTH CAROLINA DEPARTMENT OF CONSUMER AFFAIRS



INITIAL CONSUMER CREDIT GRANTOR NOTIFICATION FORM

Mailing Address
P.O. Box 5246
Columbia, SC 29250-5246

S.C. Code Ann. § 37-6-202 et seq. (Supp. 1997)
www.consumer.sc.gov
803-734-4253/800-922-1594

Street Address
2221 Devine Street, Suite 200
Columbia, SC 29205-2418

Note: THIS ORIGINAL FORM MUST ACCOMPANY A \$120.00 FILING FEE PER LOCATION

Company Name Cash Central of South Carolina LLC
D/B/A Cash Central / www.cashcentral.com
Address 84 East 2400
City/State/Zip North Logan UT 84341
Telephone No. (435) 774-8210 E-Mail Address: rfox@ccfi.com
Contact Person Rebecca Fox or Amy Jennings

Registration No./Federal ID No. _____

SSN (Sole Proprietor) _____

TO AVOID PENALTY FILE BY JANUARY 31 OF EACH YEAR

Instructions

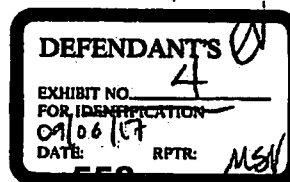
Individuals, partnerships, corporations and associations may be "persons" required to file and pay. Examples of consumer credit include installment payment plans, regular and revolving charge accounts, personal loans and leases of goods for more than four months. Persons who take assignments of and collect payments or enforce rights arising from such consumer debts are also required to file if they have an office in South Carolina. Direct credit sellers and lenders without a location in South Carolina must file one notification fee if the annual gross volume exceeds \$150,000. Call (803)-734-4238 if you have questions concerning the filing requirements.

Filing And Status

- Will your annual gross volume of business exceed \$150,000 in cash and credit combined? (Gross volume/sales is the amount reported to the Internal Revenue Service). Yes ☒ No ☐
- Do you use written agreements to extend consumer credit in South Carolina? (Written agreements include but are not limited to installment contracts, promissory notes and written billing statements with credit terms for open accounts.) Yes ☒ No ☐
- Do you engage solely in rental-purchase (rent-to-own) transactions in South Carolina? If you answered yes, you need to complete the Credit Grantor Notification for rent-to-own businesses only. Yes ☐ No ☒
- If your answers to BOTH questions 1 and 2 are YES, enter the number of all South Carolina addresses at which consumer credit is made or assignment of same are accepted and attach a list of all addresses. If you have no South Carolina address enter 1 for number of locations. 1
- All credit grantors who answered NO to either question 1 or 2 proceed to question 7.
- Multiply the number of locations determined in question 4 by \$120.00. YOUR FILING FEE IS: \$120 Yes ☒ No ☐
- Do you charge an Annual Percentage Rate of more than 18%?
- Check the ways in which consumer transactions are made
☐ Consumer Credit Sales ☐ Consumer Leases ☐ Credit and Charge Cards
☐ Rent-to-Own ☒ Consumer Loans ☐ Revolving Credit
- All creditors must list the name and address of their designated agent for service of process. (This is the person, either yourself or someone you designate, to receive any "legal documents" served on your business in the event of administrative or legal action.)
CSC Corp Service Co, 1703 Laurel Street, Columbia SC 29201

FILING MUST BE RECEIVED BY JANUARY 31 OF EACH YEAR

Initial Consumer Grantor Notification
Revised 09/18



CASHCENTRAL_000086



STATE OF SOUTH CAROLINA DEPARTMENT OF CONSUMER AFFAIRS

INITIAL MAXIMUM RATE FILING SCHEDULE CONSUMER LOANS

Mailing Address
P.O. Box 5246
Columbia, SC 29250-5246

S.C. Code Ann. § 37-3-305 (Supp. 2009)
www.sccconsumer.gov
803-734-4253/800-922-1594

Street Address
3600 Forest Drive
Columbia, SC 29204-4006

Note: THIS ORIGINAL FORM MUST ACCOMPANY A \$40.00 FILING FEE PER LOCATION

Company Name Cash Central of South Carolina LLC
D/B/A Cash Central and www.cashcentral.com
Address 84 East 2400
City/State/Zip North Logan UT 84341
Telephone No. (435) 774 - 8210 E-Mail Address rfox@ccfi.com
Contact Person Amy Jennings or Rebecca Fox

Registration No./Federal ID No. _____
SSN (Sole Proprietor) _____
Board of Financial Institutions License No. _____

Category
Indicate the dollar amount for each category (Supervised
and restricted lenders, see instructions on the back)

1. Unsecured Personal Loans
1a. See attached
2. Secured Personal Loans, Non-Real Estate
2a. _____
2b. _____
2c. _____
2d. _____
3. Real Estate Mortgage Loans
3a. _____
4. Open-End (Revolving) Loans
4a. _____
5. All Other Consumer Loans
5a. _____

Maximum Annual Percentage Rate (APR)	
Fixed APR for Loans	Variable APR for Loans
see attached	n/a
n/a	n/a
n/a	n/a
n/a	n/a
n/a	n/a
n/a	n/a

6. Nature or Type of Business: lending Number of S.C. locations: 1
Multiply the number of S.C. locations by \$40.00. Indicate fee and check amount \$40.00
If you are filing for more than one location, attach a list with the complete addresses.
If you have no South Carolina addresses enter 1 for number of locations.
7. First Filing? ☒ Yes ☐ No If yes, date business opened _____ and have you charged above 18% APR since opening and prior to this filing? ☐ Yes ☒ No
8. Will your annual gross volume of business exceed \$150,000 this calendar year? ☐ Yes ☒ No (Gross volume of business is the amount reported to the Internal Revenue Service)
9. If a variable rate is applicable to one or more of the above categories, indicate the index for calculating changes in the rate and the cap on any increases or decreases in the rate below. Please answer all questions. If not, this application will be returned as incomplete.

Category	Cap	Explain the index for calculating rate changes
1. <u>n/a</u>		
2.		
3.		

Signature (Officer of Company) _____

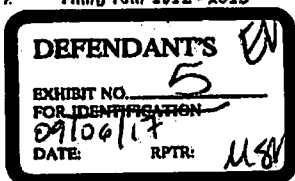
Date _____

Name of Officer (Print) _____

The South Carolina Freedom of Information Act may require the South Carolina Department of Consumer Affairs to release a copy of your filing as a Public Record. Personal Identifying Information will be released only if required by law.

FILING MUST BE RECEIVED BY JANUARY 31 OF EACH YEAR

Initial Maximum Rate Schedule - Loans
Rev. 08/10
Page 1 of 2 Filing Year 2012 - 2013



**DEFENDANT'S
TRIAL
EXHIBIT 5**

559

For Department Use

CASHCENTRAL_000087

WHO MUST FILE

All consumer credit lenders who wish to charge more than 18% APR must file this form. ***YOU MUST FILE THIS FORM BY JANUARY 31 OF EACH YEAR. FAILURE TO DO SO WILL LIMIT CONSUMER CREDIT GRANTORS TO A MAXIMUM OF 18% APR.**

REMIT TO: Department of Consumer Affairs
Accounting Division
P.O. Box 5246
Columbia, SC 29250-5246

CHECKS: Make payable to S.C. Department of Consumer Affairs

INSTRUCTIONS

**SUBMIT ORIGINAL FILING AND \$40.00 PER LOCATION FILING FEE
OR FILING WILL BE RETURNED TO YOU (AUTO DEALERS, PLEASE USE CREDIT SALES FORM)**

- Provide the address where the certified copy will be mailed.
- Your register number will be assigned by the Department of Consumer Affairs on the first filing. You must enter it on all subsequent filings.
- Restricted and supervised licensed lenders must include their license number. *See below.
- Consumer Lenders
 1. UNSECURED PERSONAL LOANS; (1A) enter dollar amounts on line one and indicate the APR. If you do not intend to make loans of this type, leave blank and go to line 2. If necessary, attach a second sheet and add the word "continued".
 2. SECURED PERSONAL LOANS, NON-REAL ESTATE (Follow Instructions for 1A).
 3. REAL ESTATE MORTGAGE LOANS; designate type e.g. Home Improvement.
 4. OPEN-END (REVOLVING) LOANS; (Follow Instructions for 1A).
 5. ALL OTHER CONSUMER LOANS. If a variable rate is applicable, enter this rate in the column provided and explain the index for rate changes on line 9.
- Line 8. If you answered yes to this question, a Credit Grantor Notification form must also be filed.

NOTE: See South Carolina Department of Consumer Affairs Regulation 28-70 for additional information.

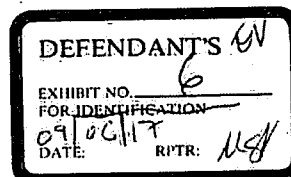
INCOMPLETE OR INCORRECT FILINGS WILL BE RETURNED WITHOUT CERTIFICATION AND A PENALTY MAY BE IMPOSED FOR FILING AFTER JANUARY 31.

List of County Codes

01	Abbeville	10	Charleston	19	Edgefield	28	Kershaw	37	Oconee
02	Aiken	11	Cherokee	20	Fairfield	29	Lancaster	38	Orangeburg
03	Allendale	12	Chester	21	Florence	30	Laurens	39	Pickens
04	Anderson	13	Chesterfield	22	Georgetown	31	Lee	40	Richland
05	Bamberg	14	Clarendon	23	Greenville	32	Lexington	41	Saluda
06	Barnwell	15	Colleton	24	Greenwood	33	McCormick	42	Spartanburg
07	Beaufort	16	Darlington	25	Hampton	34	Marion	43	Sumter
08	Berkeley	17	Dillon	26	Horry	35	Marlboro	44	Union
09	Calhoun	18	Dorchester	27	Jasper	36	Newberry	45	Williamsburg
								46	York

*Indicate the dollar amount of each category on lines 1-5 beginning with the smallest amount to be loaned. Zero (0) is not an acceptable dollar amount and figures cannot overlap (e.g. loans over \$150 up to \$600; loans over \$601 up to \$1,000)

		ANNUAL PERCENTAGE RATE	FINANCE CHARGE	Amount Financed	Total of Payments
Payment Term (Months)	Payment Cycle	The cost of your credit as a yearly rate.	The dollar amount the credit will cost you.	The amount of credit provided to you or on your behalf.	The amount you will have paid after you have made all payments as scheduled.
6	Monthly	252.03%	\$849.31	\$1,000.00	\$1,849.31
6	Bi-Weekly	252.18%	\$801.62	\$1,000.00	\$1,801.62
12	Monthly	248.00%	\$1,770.62	\$1,000.00	\$2,770.62
12	Bi-Weekly	247.90%	\$1,734.79	\$1,000.00	\$2,734.79
12	Monthly	187.00%	\$2,538.15	\$2,000.00	\$4,538.15
12	Bi-Weekly	186.97%	\$2,475.11	\$2,000.00	\$4,475.11
24	Monthly	153.37%	\$8,993.32	\$4,000.00	\$12,993.32
24	Bi-Weekly	153.34%	\$8,923.57	\$4,000.00	\$12,923.57



**DEFENDANT'S
TRIAL
EXHIBIT 6**

0633

First \$1,000 for 6 months using monthly

Form1

Amount Financed: 1000
 Prepaid Total: 25
 Periodic Interest Rate: 20
 Number of Payments: 6
 Date of Loan: 7/ 9/2013
 First Payment Due Date: 8/ 9/2013
 Frequency: Monthly
☒ Calculate APR
☐ Irregular First Payment
☐ Truncate Interest for each Payment

Calculate Payment Results
 First Pmt Amt: 308.23
 Regular Pmt Amt: 308.23
 Last Pmt Amt: 308.16
 Nbr of Payments: 6
 APR: 252.03214
 Pmts Reverse Amort: 0

Total Pmts: 1,849.31
 Total Interest: 824.31
 Total Finance Charge: 849.31

Test by Payment Amount
 Payment Amount:

 Reverse Amortization Information
☐ Check for reverse amortization
 Number Pmts reverse to allow: 0

Amortization ☒ Day Count Test ☐ APR Test

Pmt #	From Date	To Date	Days in Period	Start Principal Bal	Pmt Amount	To Interest	To Principal	Unpaid Bal
1	7/9/2013	8/9/2013	30	1025.00	308.23	205.00	103.23	0.00
2	8/9/2013	9/9/2013	30	921.77	308.23	184.35	123.88	0.00
3	9/9/2013	10/9/2013	30	797.89	308.23	159.58	148.65	0.00
4	10/9/2013	11/9/2013	30	649.24	308.23	129.85	178.38	0.00
5	11/9/2013	12/9/2013	30	470.86	308.23	94.17	214.06	0.00
6	12/9/2013	1/9/2014	30	256.80	308.16	51.36	256.80	0.00

\$1,000 for 6 months using bi-weekly

Form1

Amount Financed: 1000
 Prepaid Total: 25
 Periodic Interest Rate: 0923
 Number of Payments: 13
 Date of Loan: 7/ 9/2013
 First Payment Due Date: 7/23/2013
 Frequency: Bi-Weekly
☒ Calculate APR
☐ Irregular First Payment
☐ Truncate Interest at each Payment

Calculate Payment Results
 First Pmt Amt: 138.60
 Regular Pmt Amt: 138.60
 Last Pmt Amt: 138.42
 Nbr of Payments: 13
 APR: 252.18111
 Pmts Reverse Amort: 0

Total Pmts: 1,801.62
 Total Interest: 776.62
 Total Finance Charge: 801.62

Test by Payment Amount
 Payment Amount:

 Reverse Amortization Information
☐ Check for reverse amortization
 Number Pmts reverse to allow: 0

Amortization ☒ Day Count Test ☒ APR Test

Pmt #	From Date	To Date	Days in Period	Start Principal Bal	Pmt Amount	To Interest	To Principal	Unpaid In
1	7/9/2013	7/23/2013	14	1025.00	138.60	94.61	43.99	0.00
2	7/23/2013	8/6/2013	14	981.01	138.60	90.55	48.05	0.00
3	8/6/2013	8/20/2013	14	932.96	138.60	86.11	52.49	0.00
4	8/20/2013	9/3/2013	14	880.47	138.60	81.27	57.33	0.00
5	9/3/2013	9/17/2013	14	823.14	138.60	75.98	62.62	0.00
6	9/17/2013	10/1/2013	14	760.52	138.60	70.20	68.40	0.00
7	10/1/2013	10/15/2013	14	692.12	138.60	63.88	74.72	0.00
8	10/15/2013	10/29/2013	14	617.40	138.60	56.99	81.61	0.00
9	10/29/2013	11/12/2013	14	535.79	138.60	49.45	89.15	0.00
10	11/12/2013	11/26/2013	14	446.64	138.60	41.22	97.38	0.00
11	11/26/2013	12/10/2013	14	349.26	138.60	32.24	106.36	0.00
12	12/10/2013	12/24/2013	14	242.90	138.60	22.42	116.18	0.00
13	12/24/2013	1/7/2014	14	126.72	138.42	11.70	126.72	0.00

\$1,000 for 12 months

Form1

Amount Financed	1000	Calculate Payment Results	
Prepaid Total	25	First Pmt Amt	230.90
Periodic Interest Rate	2	Regular Pmt Amt	230.90
Number of Payments	12	Last Pmt Amt	230.72
Date of Loan	7/ 9/2013	Nbr of Payments	12
First Payment Due Date	8/ 9/2013	APR	247.99709
Frequency	Monthly	Pmts Reverse Amort	0
Calculate APR	☒ Irregular First Payment	Read	
Truncate Interest at each Payment	☐	Calculate Payment	

Total Pmts	2,770.62	Test by Payment/Amount	☐
Total Interest	1,745.62	Payment Amount	
Total Finance Charge	1,770.62	Calc by Payment	

Reverse Amortization Information

Check for reverse amortization ☐

Number Pmts reverse to allow

Pmt #	From Date	To Date	Days in Period	Start Principal Bal	Pmt Amount	To Interest	To Principal	Unpaid In
1	7/9/2013	8/9/2013	30	1025.00	230.90	205.00	25.90	0.00
2	8/9/2013	9/9/2013	30	999.10	230.90	199.82	31.08	0.00
3	9/9/2013	10/9/2013	30	968.02	230.90	193.60	37.30	0.00
4	10/9/2013	11/9/2013	30	930.72	230.90	186.14	44.76	0.00
5	11/9/2013	12/9/2013	30	885.96	230.90	177.19	53.71	0.00
6	12/9/2013	1/9/2014	30	832.25	230.90	166.45	64.45	0.00
7	1/9/2014	2/9/2014	30	767.80	230.90	153.56	77.34	0.00
8	2/9/2014	3/9/2014	30	690.46	230.90	138.09	92.81	0.00
9	3/9/2014	4/9/2014	30	597.65	230.90	119.53	111.37	0.00
10	4/9/2014	5/9/2014	30	486.28	230.90	97.26	133.64	0.00
11	5/9/2014	6/9/2014	30	352.64	230.90	70.53	160.37	0.00
12	6/9/2014	7/9/2014	30	192.27	230.72	38.45	192.27	0.00

\$1,000 Bi-Weekly for 12 months

Form 1

Amount Financed: 1000
 Prepaid Total: 25
 Periodic Interest Rate: .0923
 Number of Payments: 26
 Date of Loan: 7/ 9/2013
 First Payment Due Date: 7/23/2013
 Frequency: Bi-Weekly
 Calculate APR: ☒ Irregular First Payment: ☐
 Truncate Interest on each Payment: ☐

Calculate Payment Results
 First Pmt Amt: 105.21
 Regular Pmt Amt: 105.21
 Last Pmt Amt: 104.54
 Nbr. of Payments: 26
 APR: 247.90476
 Pmts Reverse Amort: 0

Total Pmts: 2,734.79
 Total Interest: 1,709.79
 Total Finance Charge: 1,734.79

Test by: Payment Amount
 Payment Amount:
 Calc. by: Payment

Reverse Amortization Information
 Check for reverse amortization: ☐
 Number Pmts reverse to allow: 0

Calculate Payment Read

Fill In Sample Data Save Settings

Amortization Day Count Test APR Test

Pmt #	From Date	To Date	Days In Period	Start Principal Bal	Pmt Amount	To Interest	To Principal	Unpa
1	7/9/2013	7/23/2013	14	1025.00	105.21	94.61	10.60	0.00
2	7/23/2013	8/6/2013	14	1014.40	105.21	93.63	11.58	0.00
3	8/6/2013	8/20/2013	14	1002.82	105.21	92.56	12.65	0.00
4	8/20/2013	9/3/2013	14	990.17	105.21	91.39	13.82	0.00
5	9/3/2013	9/17/2013	14	976.35	105.21	90.12	15.09	0.00
6	9/17/2013	10/1/2013	14	961.26	105.21	88.72	16.49	0.00
7	10/1/2013	10/15/2013	14	944.77	105.21	87.20	18.01	0.00
8	10/15/2013	10/29/2013	14	926.76	105.21	85.54	19.67	0.00
9	10/29/2013	11/12/2013	14	907.09	105.21	83.72	21.49	0.00
10	11/12/2013	11/26/2013	14	885.60	105.21	81.74	23.47	0.00
11	11/26/2013	12/10/2013	14	862.13	105.21	79.57	25.64	0.00
12	12/10/2013	12/24/2013	14	836.49	105.21	77.21	28.00	0.00
13	12/24/2013	1/7/2014	14	808.49	105.21	74.62	30.59	0.00

\$2,000 for 1 year, monthly

Form 1

Amount Financed: 2000

Prepaid Total: 50

Periodic Interest Rate: .15

Number of Payments: 12

Date of Loan: 7/ 9/2013

First Payment Due Date: 8/ 9/2013

Frequency: Monthly

Calculate APR: ☒ Irregular First Payment: ☐

Truncate Interest at each Payment: ☐

Calculate Payment/Results

First Pmt Amt: 378.19

Regular Pmt Amt: 378.19

Last Pmt Amt: 378.06

Nbr of Payments: 12

APR: 186.99765

Pmts Reverse Amort: 0

Total Pmts: 4,538.15

Total Interest: 2,488.15

Total Finance Charge: 2,538.15

Test by Payment Amount:

Payment Amount:

Calculate by Payment:

Reverse Amortization Information

Check for reverse amortization: ☒

Number Pmts reverse to allow: 0

Fill in Sample Data: Save Settings:

Calculate Payment: Read:

Amortization: ☒ Day Count Test: ☐ APR Test: ☐

Pmt #	From Date	To Date	Days in Period	Start Principal Bal	Pmt Amount	To Interest	To Principal	Unpaid:lr
1	7/9/2013	8/9/2013	30	2050.00	378.19	307.50	70.69	0.00
2	8/9/2013	9/9/2013	30	1979.31	378.19	296.90	81.29	0.00
3	9/9/2013	10/9/2013	30	1898.02	378.19	284.70	93.49	0.00
4	10/9/2013	11/9/2013	30	1804.53	378.19	270.68	107.51	0.00
5	11/9/2013	12/9/2013	30	1697.02	378.19	254.55	123.64	0.00
6	12/9/2013	1/9/2014	30	1573.38	378.19	236.01	142.18	0.00
7	1/9/2014	2/9/2014	30	1431.20	378.19	214.68	163.51	0.00
8	2/9/2014	3/9/2014	30	1267.69	378.19	190.15	188.04	0.00
9	3/9/2014	4/9/2014	30	1079.65	378.19	161.95	216.24	0.00
10	4/9/2014	5/9/2014	30	863.41	378.19	129.51	248.68	0.00
11	5/9/2014	6/9/2014	30	614.73	378.19	92.21	285.98	0.00
12	6/9/2014	7/9/2014	30	328.75	378.06	49.31	328.75	0.00

\$2,000 for 1 year, bi-weekly

Form 1

Amount Financed: 2000
 Prepaid Total: 50
 Periodic Interest Rate: .06923
 Number of Payments: 26
 Date of Loan: 7/ 9/2013
 First Payment Due Date: 7/23/2013
 Frequency: Bi-Weekly
☒ Calculate APR
☐ Irregular First Payment
☐ Truncate Interest at each Payment

Calculate Payment Results
 First Pmt Amt: 172.12
 Regular Pmt Amt: 172.12
 Last Pmt Amt: 172.11
 Nbr of Payments: 26
 APR: 186.97498
 Pmts Reverse Amort: 0

Total Pmts: 4,475.11
 Total Interest: 2,425.11
 Total Finance Charge: 2,475.11

Test by Payment Amount
 Payment Amount:

Reverse Amortization Information
☐ Check for reverse amortization
 Number Pmts reverse to allow: 0

Amortization

Pmt #	From Date	To Date	Days In Period	Start Principal Bal	Pmt Amount	To Interest	To Principal	Unpa
1	7/9/2013	7/23/2013	14	2050.00	172.12	141.92	30.20	0.00
2	7/23/2013	8/6/2013	14	2019.80	172.12	139.83	32.29	0.00
3	8/6/2013	8/20/2013	14	1987.51	172.12	137.60	34.52	0.00
4	8/20/2013	9/3/2013	14	1952.99	172.12	135.21	36.91	0.00
5	9/3/2013	9/17/2013	14	1916.08	172.12	132.65	39.47	0.00
6	9/17/2013	10/1/2013	14	1876.61	172.12	129.92	42.20	0.00
7	10/1/2013	10/15/2013	14	1834.41	172.12	127.00	45.12	0.00
8	10/15/2013	10/29/2013	14	1789.29	172.12	123.87	48.25	0.00
9	10/29/2013	11/12/2013	14	1741.04	172.12	120.53	51.59	0.00
10	11/12/2013	11/26/2013	14	1689.45	172.12	116.96	55.16	0.00
11	11/26/2013	12/10/2013	14	1634.29	172.12	113.14	58.98	0.00
12	12/10/2013	12/24/2013	14	1575.31	172.12	109.06	63.06	0.00
13	12/24/2013	1/7/2014	14	1512.25	172.12	104.69	67.43	0.00

\$4,000 for 2 years, monthly

Form1

Amount Financed: 4000

Prepaid Total: 75

Periodic Interest Rate: 125

Number of Payments: 24

Date of Loan: 7/ 5/2013

First Payment Due Date: 8/ 9/2013

Frequency: Monthly

Calculate APR: ☒ Irregular First Payment: ☐

Truncate Interest at each Payment: ☐

Calculate Payment Results

First Pmt Amt: 541.44

Regular Pmt Amt: 541.44

Last Pmt Amt: 540.20

Nbr. of Payments: 24

APR: 153.37180

Pmts Reverse Amort: 0

Total Pmts: 12,993.32

Total Interest: 8,918.32

Total Finance Charge: 8,993.32

Test by Payment Amount

Payment Amount:

Calc by Payment:

Reverse Amortization Information

Check for reverse amortization: ☒

Number Pmts reverse to allow: 0

Read:

Calculate Payment:

Fill in Sample Data:

Save Settings:

Amortization: ☒ Day Count Test ☐ APR Test

Pmt #	From Date	To Date	Days in Period	Start Principal Bal	Pmt Amount	To Interest	To Principal	Unpa
1	7/9/2013	8/9/2013	30	4075.00	541.44	509.38	32.06	0.00
2	8/9/2013	9/9/2013	30	4042.94	541.44	505.37	36.07	0.00
3	9/9/2013	10/9/2013	30	4006.87	541.44	500.86	40.58	0.00
4	10/9/2013	11/9/2013	30	3966.29	541.44	495.79	45.65	0.00
5	11/9/2013	12/9/2013	30	3920.64	541.44	490.08	51.36	0.00
6	12/9/2013	1/9/2014	30	3869.28	541.44	483.66	57.78	0.00
7	1/9/2014	2/9/2014	30	3811.50	541.44	476.44	65.00	0.00
8	2/9/2014	3/9/2014	30	3746.50	541.44	468.31	73.13	0.00
9	3/9/2014	4/9/2014	30	3673.37	541.44	459.17	82.27	0.00
10	4/9/2014	5/9/2014	30	3591.10	541.44	448.89	92.55	0.00
11	5/9/2014	6/9/2014	30	3498.55	541.44	437.32	104.12	0.00
12	6/9/2014	7/9/2014	30	3394.43	541.44	424.30	117.14	0.00
13	7/9/2014	8/9/2014	30	3277.29	541.44	409.66	131.78	0.00

\$4,000 for 2 years, bi-weekly

Form 1

Amount Financed	4000	Calculate Payment Results		Test by Payment Amount	
Prepaid Total	75	First Pmt Amt	248.54	Total Pmts	12,923.57
Periodic Interest Rate	05769	Regular Pmt Amt	248.54	Total Interest	8,848.57
Number of Payments	52	Last Pmt Amt	248.03	Total Finance Charge	8,923.57
Date of Loan	7/ 9/2013	Nbr of Payments	52	Calc by Payment	
First Payment Due Date	7/23/2013	APR	153.34295	Reverse Amortization Information	
Frequency	Bi-Weekly	Pmts Reverse Amort	0	Check for reverse amortization	☐
Calculate APR ☒	Irregular First Payment ☐	Calculate Payment		Number Pmts reverse to allow	0
Truncate Interest at each Payment ☐	Read		Fill in Sample Data Save Settings		

Amortization Day Count Test APR Test

Pmt #	From Date	To Date	Days in Period	Start Principal Bal	Pmt Amount	To Interest	To Principal	Unpa
1	7/9/2013	7/23/2013	14	4075.00	248.54	235.09	13.45	0.00
2	7/23/2013	8/6/2013	14	4061.55	248.54	234.31	14.23	0.00
3	8/6/2013	8/20/2013	14	4047.32	248.54	233.49	15.05	0.00
4	8/20/2013	9/3/2013	14	4032.27	248.54	232.62	15.92	0.00
5	9/3/2013	9/17/2013	14	4016.35	248.54	231.70	16.84	0.00
6	9/17/2013	10/1/2013	14	3999.51	248.54	230.73	17.81	0.00
7	10/1/2013	10/15/2013	14	3981.70	248.54	229.70	18.84	0.00
8	10/15/2013	10/29/2013	14	3962.86	248.54	228.62	19.92	0.00
9	10/29/2013	11/12/2013	14	3942.94	248.54	227.47	21.07	0.00
10	11/12/2013	11/26/2013	14	3921.87	248.54	226.25	22.29	0.00
11	11/26/2013	12/10/2013	14	3899.58	248.54	224.97	23.57	0.00
12	12/10/2013	12/24/2013	14	3876.01	248.54	223.61	24.93	0.00
13	12/24/2013	1/7/2014	14	3851.08	248.54	222.17	26.37	0.00



September 4, 2013

State of South Carolina
Attn: Adraine Robinson
1205 Pendleton Street, Suite 306
Columbia, SC 29201

RECEIVED

SEP 06 2013

STATE BOARD OF
FINANCIAL INSTITUTIONS
CONSUMER FINANCE DIVISION

RE: Cash Central of South Carolina, LLC

Dear Ms. Robinson,

Please find enclosed the completed Application for a Supervised License for www.cashcentral.com. Also enclosed are the applicable attachments as well as a check for \$300 for the cost of the application.

Per our conversation on September 4, 2013, it was confirmed that copies of the attachments would suffice because originals have previously been submitted for our application of Cash Central of South Carolina, LLC.

If you have any questions or need additional information regarding the enclosed, please feel free to contact me directly at either 435-774-8210 or amyj@cashcentral.com.

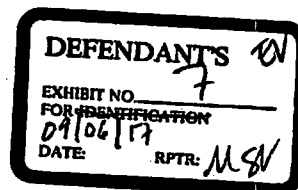
Sincerely,


Amy Jennings
Assistant to the Regional Counsel

Enclosures

• Line 3 of App needs to be updated. Lease has city as Logan - Not North Logan.

• Missing Auth to Release Info forms (Already in file) *MSV*





September 4, 2013

State of South Carolina
Attn: Adraine Robinson
1205 Pendleton Street, Suite 306
Columbia, SC 29201

RE: Cash Central of South Carolina, LLC

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If you have any questions or need additional information regarding the enclosed, please feel free to contact me directly at either 435-774-8210 or amyj@cashcentral.com.

Sincerely,


Amy Jennings
Assistant to the Regional Counsel

Enclosures

STATE OF SOUTH CAROLINA
BOARD OF FINANCIAL INSTITUTIONS
Consumer Finance Division
1205 Pendleton St., Suite 306, Columbia, SC 29201
Phone (803) 734-2020 FAX: (803) 734-2025
www.consumerfinance.sc.gov

APPLICATION FOR A SUPERVISED LICENSE

Attach additional explanatory sheets as necessary.

Application for a license is hereby made to make Supervised loans pursuant to Title 37-3-503 of the 1976 Code of Laws of South Carolina. SC Code Internet address is: <http://www.sccodehouse.gov/>

- (1) Name of applicant WWW.cashcentral.com Phone: 435-774-8229
Email address toddj@cashcentral.com FAX: 435-774-8285
- (2) Mailing address of applicant 84 East 2400 North, North Logan, UT 84341
- (3) Name and street address of business to be conducted under license herein applied for WWW.cashcentral.com
84 East 2400 North, North Logan, UT 84341
- (4) Name and address of agent in South Carolina upon who process may be served Corporation Service Company
1703 Laurel Street, Columbia SC 29201
- (5) The full name and official title, residence and business address and other occupation (if any) of each officer, director, partner and the office manager (a resume is acceptable).
See Attachment A
- (6) Name and address of any person(s) listed in item (5) and of any person(s) related to the applicant who have engaged in the business of making Consumer Loans in any State during the last five years (Give details for each person so engaged).
See Attachment B
- (7) Has this corporation or any person listed in item (5) been convicted of a crime involving moral turpitude during the last ten years? NO (If yes, give details).
- (8) Has this corporation or any person listed in item (6) been the subject of any proceeding in this or any other state, to cancel, suspend or revoke a lending license or of any proceeding in which a regulatory authority or law enforcement agency alleged a violation of state or federal law? NO (If yes, give details).
- (9) Does any member, officer, director or employee of your organization have an interest in or a connection with any other license issued by this office? State facts. NO
- (10) Give full details of any business, other than making supervised or restricted loans, which will be conducted in this office.
n/a
- (11) Person to be contacted who has complete knowledge of this application and can answer all inquiries:
a. Name Todd Jensen
b. Complete Address 84 East 2400 North, North Logan UT Zip Code 84341
c. Telephone number (435) 774-8229 FAX: (435) 774-8285
d. E-mail address toddj@cashcentral.com
- (12) All pertinent and relevant data which the applicant requests the Board to consider in determining whether the lending service to be rendered by the applicant will promote the convenience and advantage of the borrowing community.
please see attached business plan B(a)
- (13) Attach the following to this application:
a. Corporate Charter if incorporated in South Carolina. (Copy acceptable.)
b. Certificate of Authority to do business in South Carolina issued by the SC Secretary of State. (803) 734-2158 (Copy)
c. A current audited statement of financial condition of the applicant that shows that assets of at least \$25,000 are available for operation of business in South Carolina for each license issued. (A statement from your bank is acceptable.)
d. An investigation fee of \$100 for each application (non-refundable).
e. A license fee of \$200 for each application. (Will be returned if application is denied).
(You may submit one check for \$300) payable to THE CONSUMER FINANCE DIVISION.
f. List of the states in which you are licensed and the operating names in each of those states. You need to send a Request for Information form to all states in which you are licensed. Include with each form a postage paid envelope addressed to Consumer Finance Division, 1205 Pendleton Street, Suite 306, Columbia, SC 29201.
g. Name, address and phone number of a person to send any future complaints that might be filed by a consumer concerning this company.
h. Authorization to Release Information
i. Federal Identification Number if corporation
j. Copy of Lease Agreement for location listed on line 3
k. Copy of your business plan; description of how customers will be contacted and loans closed.
l. Sample loan packet to include, but not limited to, copies of application, loan types, loan terms, security types, rates (APRs), Truth-In-Lending disclosures, and promissory notes.

ANY FALSE OR MISLEADING ANSWERS TO ANY OF THESE QUESTIONS SHALL BE GROUNDS FOR REVOCATION OF THE LICENSE.

Signed (and officially sealed) this 4 day of Sept 20 13.

(CORPORATE SEAL)

Amy Jennings
(Witness)

S. Todd Jensen
(Signature of Applicant)
S. Todd Jensen - Manager
(PRINT NAME AND TITLE)

PROBATE

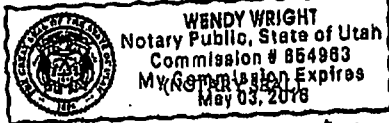
IN THE STATE OF Utah
IN THE COUNTY OF Cache } ss.

S. Todd Jensen being duly sworn, deposes and says that he signed the foregoing application
(Name of Applicant)
as Manager of the above named applicant, having full authority to sign such application
(Title of Applicant)

In said capacity; that he has read said application and that the information contained therein is true as he verily believes.

S. Todd Jensen
(Signature of Applicant)

Subscribed and sworn to before me this 4 day of Sept 20 13



Wendy Wright
(Notary Public)

My Notary Commission expires May 3, 2016

Exhibit A

Managers
Cash Central of South Carolina, LLC

S. Todd Jensen

Residential - [REDACTED]

Business - 84 East 2400 North, North Logan, Utah 84341

William Saunders

Residential - [REDACTED]

Business - 7001 Post Road, Suite 200, Dublin, Ohio 43016

Kyle Hanson

Residential - [REDACTED]

Business - 7001 Post Road, Suite 200, Dublin, Ohio 43016

Chad Streff

Residential - [REDACTED]

Business - 7001 Post Road, Suite 200, Dublin, Ohio 43016

Bridgette Roman

Residential - [REDACTED]

Business - 7001 Post Road, Suite 200, Dublin, Ohio 43016

Michael Durbin

Residential - [REDACTED]

Business - 7001 Post Road, Suite 200, Dublin, Ohio 43016

Attachment B

State	Trade Name	License Type	License No.
Alabama	Cash Central of Alabama, LLC d/b/a Cash Central	Deferred Presentment License	DP 21476
Alaska	Cash Central of Alaska, LLC d/b/a Cash Central	Deferred Deposit Advance	No. 23
California	Cash Central of California, LLC d/b/a Cash Central	Deferred Deposit Transaction License	File# 100-3039
Delaware	Cash Central of Delaware, LLC d/b/a Cash Central	Licensed Lender License	No-8705
Hawaii	Cash Central of Hawaii, LLC d/b/a Cash Central	None Issued	N/A
Idaho	Cash Central of Idaho, LLC d/b/a Cash Central	Payday Lenders	No. RPD-5076
Kansas	Cash Central of Kansas, LLC d/b/a Cash Central	Supervised Loan License	SL 0000394
Minnesota	Cash Central of Minnesota, LLC d/b/a Cash Central	Small Loan Lender Company	No. SL37
Mississippi	Cash Central of Mississippi, LLC d/b/a Cash Central (not currently lending)	Check Cashier License	1008
Missouri	Cash Central of Missouri, LLC d/b/a Cash Central	Small Loan Company	500-13-6677
Nevada	Cash Central of Nevada, LLC d/b/a Cash Central	Deferred Deposit Services	CDTH 11127
North Dakota	Cash Central of North Dakota, LLC d/b/a Cash Central	Deferred Presentment Service Provider	DP102351
Ohio	Cash Central of Ohio, LLC d/b/a Cash Central	CSO	CS.900178.000
Oklahoma	Cash Central of Oklahoma, LLC d/b/a Cash Central (Not currently lending)	Deferred Deposit Lender	DDL00786
South Dakota	Cash Central of South Dakota, LLC d/b/a Cash Central	Money Lending License	MYL-2619
Tennessee	Cash Central of Tennessee, LLC d/b/a Cash Central	Deferred Presentment License	114437
Texas	Cash Central of Texas, LLC d/b/a Cash Central	Credit Access Business License	16283-59168
Utah	Cash Central of Utah, LLC d/b/a Cash Central	Internet Deferred Deposit Lender	N/A
Washington	Cash Central of Washington, LLC d/b/a Cash Central	Small Loan Endorsement	530-SL-29008
Wisconsin	Cash Central of Wisconsin, LLC d/b/a Cash Central	Payday Lenders	No. 9
Wyoming	Cash Central of Wyoming, LLC d/b/a Cash Central	Post Dated Check Cashier	PDCC-0764

	Installment Loan		
Alabama	Cash Central of Alabama, LLC d/b/a Cash Central	Consumer Credit License	MC 21670
California	Cash Central of California, LLC d/b/a Cash Central	Finance Lender	603 J868
Delaware	Cash Central of Delaware, LLC d/b/a Cash Central	SAME AS ABOVE	
Idaho	Cash Central of Idaho, LLC d/b/a Cash Central	Regulated Lender	RRL-8678
Missouri	Cash Central of Missouri, LLC d/b/a Cash Central	Consumer Installment Lender Company	510-13-6917
New Mexico	Cash Central of New Mexico, LLC d/b/a Cash Central	Small Loan Company	1815
Utah	Cash Central of Utah, LLC d/b/a Cash Central	Consumer Credit Notification	N/A
Wisconsin	Cash Central of Wisconsin, LLC d/b/a Cash Central	Loan Company	2136

Item 13 (a)

Not Applicable as we are not Incorporated in South Carolina

Item 13 (b)

STATE OF SOUTH CAROLINA
SECRETARY OF STATE

APPLICATION FOR A CERTIFICATE OF AUTHORITY
BY A FOREIGN LIMITED LIABILITY COMPANY
TO TRANSACT BUSINESS IN SOUTH CAROLINA

TYPE OR PRINT CLEARLY WITH BLACK INK

The following Foreign Limited Liability Company applies for a Certificate of Authority to Transact Business in South Carolina in accordance with Section 33-44-1002 of the 1976 South Carolina Code of Laws, as amended,

1. The name of the foreign limited liability which complies with Section 33-44-1005 of the 1976 South Carolina Code as amended is Cash Central of South Carolina LLC
2. The name of the State or Country under whose law the company is organized is Delaware
3. The street address of the Limited Liability Company's principal office is
7001 Post Road, Suite 200

Street Address		
<u>Dublin</u>	<u>OH</u>	<u>43018</u>
City	State	Zip Code
4. The address of the Limited Liability Company's current designated office in South Carolina is
1703 Laurel Street

Street Address		
<u>Columbia</u>	<u>SC</u>	<u>29201</u>
City	State	Zip Code
5. The street address of the Limited Liability Company's initial agent for service of process in South Carolina is
1703 Laurel Street

Street Address		
<u>Columbia</u>	<u>SC</u>	<u>29201</u>
City	State	Zip Code

and the name of the Limited Liability Company's agent for service of process at the address is
Corporation Service Company

Name	Signature
------	-----------
6. ☐ Check this box if the duration of the company is for a specified term, and if so, the period specified _____

Cash Central of South Carolina LLC
Name of Limited Liability Company

7. ☒ Check this box if the company is manager-managed. If so, list the names and business addresses of each manager

a. William E. Saunders, Jr.
Name
7001 Post Road, Suite 200
Business Address
Dublin OH 43016
City State Zip Code

b. Kyle F. Hanson
Name
7001 Post Road, Suite 200
Business Address
Dublin OH 43016
City State Zip Code

**See attached Exhibit A for additional Managers

8. ☐ Check this box if one or more members of the foreign limited liability company are to be liable for the company's debt and obligation under a provision similar to Section 33-44-303(c) of the 1976 South Carolina Code of Laws, as amended.

Date 8/20/13

Bridgette C. Roman
Signature

Bridgette C. Roman, Manager
Name Capacity

FILING INSTRUCTIONS

1. This application must be accompanied by an original certificate of existence not more than 30 days old (or a record of similar import) authenticated by the Secretary of State or other official having custody of the Limited Liability Company records in the state or country under which it is organized.
2. File two copies of these articles, the original and either a duplicate original or a conformed copy.
3. If management of a limited liability company is vested in managers, a manager shall execute this form. If management of a limited liability company is reserved to the members, a member shall execute this form. Specify whether a member or manager is executing this form.
4. This form must be accompanied by the filing fee of \$110.00 payable to the Secretary of State.

Return to: Secretary of State
1206 Pendleton Street, Suite 628
Columbia, SC 29201

STATE OF SOUTH CAROLINA
APPLICATION FOR REGISTRATION
OF A TRADEMARK OR SERVICE MARK

Original: \$15 per mark, per class
Renewal: \$5
Assignment: \$3

Check one:
☐ Trademark or ☐ Service Mark

1. Name of Applicant: Cash Central of South Carolina LLC
2. Applicant's principal place of business address: 7001 Post Road, Suite 200
Dublin, OH 43018
3. Applicant's place of business address in South Carolina, if any: _____
n/a
4. Applicant is:
☐ an individual or sole proprietor
☐ a corporation duly organized under the laws of the State of _____
☐ a partnership duly organized under the laws of the State of _____
Names of General Partners: _____
☒ a Limited Liability Company duly organized under the laws of the State of Delaware
☐ other _____
5. Describe the mark, including any literal and/or design elements if claimed: _____
Cash Central (words only)
6. The actual goods or services in connection with which the mark is used (i.e., shoe laces, cat food, heating repair services, baby-sitting services, etc.): Check cashing, electronic funds transfer,
money wire services, money order services, bill payment services and ATM.
7. The mode or manner in which the mark is used (i.e., labels, advertisements, brochures, etc.): _____
Advertisements, brochures, promotional materials and signage
8. The class(es) in which the goods or services fall (see attached): 1 and 2

9. The mark, with respect to the goods or services identified above, was first used by applicant or predecessor in interest as follows (include month, day, and year):

Date of first use anywhere: _____ Date of first use in South Carolina: _____

10. Has the applicant, or any predecessor in interest, ever filed an application to register the mark or portions of the mark or a composite of the mark with the United States Patent and Trademark Office?

☐ YES ☒ NO

If you answered "YES", please provide the full particulars including the filing date, serial number and status of each application. If an application was finally refused registration or has otherwise not resulted in registration, please state the reason for this:

11. Please enclose three (3) original, identical specimens showing the mark as actually used.

DECLARATION OF OWNERSHIP

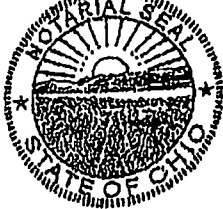
Applicant herewith declares that he/she has read the above and foregoing application and knows the contents thereof and that the facts set out herein are true and correct, that the three specimens of the mark submitted are true and correct, that the applicant is the owner of the mark, and that the mark is in use. Additionally, to knowledge of the person verifying this application, no other person has registered this mark either federally or in this State, or has the right to use this mark in its identical form or in near resemblance as to be likely, when applied to the goods or services of another person, to cause confusion or to cause mistake or to deceive.

Sworn to and subscribed before me

this 20th day of February 2013

Shawnee R. Parks
Notary Public of South Carolina Ohio

My Commission Expires: 7-22-2016



Shawnee R. Parks
Notary Public, State of Ohio
My Commission Expires 07-22-2016

Bridgette C. Roman
Signature

Bridgette C. Roman
Name

Manager
Title

614-760-2682
Telephone Number

2-20-13
Date

NOTE

THE ACCEPTANCE OF A TRADEMARK OR SERVICE MARK FOR REGISTRATION BY THE OFFICE OF THE SECRETARY OF STATE PROVIDES THE OWNER WITH A RIGHT TO USE SUCH MARK IN THE STATE OF SOUTH CAROLINA ON THE GOODS AND SERVICES IDENTIFIED IN THE REGISTRATION APPLICATION. HOWEVER, THE OFFICE OF THE SECRETARY OF STATE DOES NOT SEARCH OTHER STATE OR FEDERAL REGISTRATIONS, INTERNET DOMAIN NAMES OR OTHER COMMON LAW (UNREGISTERED) USERS, THEREFORE, RIGHTS GRANTED BY THIS REGISTRATION MAY BE AFFECTED OR PREEMPTED BY PRIOR USE OR OTHER REGISTRATION OF THE MARK.

TRADE/TRADEMARK REGISTRATION.doc

Form Revised by South Carolina
Secretary of State, June 2004

Delaware

PAGE 1

The First State

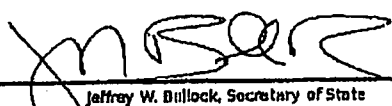
I, JEFFREY W. BULLOCK, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THE ATTACHED IS A TRUE AND CORRECT COPY OF THE CERTIFICATE OF FORMATION OF "CASH CENTRAL OF SOUTH CAROLINA LLC", FILED IN THIS OFFICE ON THE TWENTY-EIGHTH DAY OF JANUARY, A.D. 2013, AT 7:01 O'CLOCK P.M.



5280707 8100

130099740

You may verify this certificate online
at corp.delaware.gov/authvar.shtml


Jeffrey W. Bullock, Secretary of State
AUTHENTICATION: 0177309

DATE: 01-29-13

State of Delaware
Secretary of State
Division of Corporations
Delivered 07:33 PM 01/28/2013
FILED 07:01 PM 01/28/2013
SRV 130099740 - 5280707 FILE

STATE of DELAWARE
LIMITED LIABILITY COMPANY
CERTIFICATE of FORMATION

First: The name of the limited liability company is _____
Cash Central of South Carolina LLC

Second: The address of its registered office in the State of Delaware is _____
2711 Centerville Road, Suite 400 _____ in the City of Wilmington
Zip code 19808. The name of its Registered agent at such address is
Corporation Service Company

Third: (Use this paragraph only if the company is to have a specific effective date of
dissolution: "The latest date on which the limited liability company is to dissolve is
_____".)

Fourth: (Insert any other matters the members determine to include herein.)

In Witness Whereof, the undersigned have executed this Certificate of Formation this
28th day of January, 2013.

By: Heidi K. Bowman
Authorized Person(s)

Name: Heidi K. Bowman

Item 13 (c)

WellsOne® Account

Account number: 4970904959 ■ June 14, 2013 - June 30, 2013 ■ Page 1 of 1



CASH CENTRAL OF SOUTH CAROLINA, LLC
84 E 2400 N
LOGAN UT 84341-2902

Questions?

Call your Customer Service Officer or Client Services
1-800-AT WELLS (1-800-289-3557)
8:00 AM TO 6:00 PM Pacific Time Monday - Friday

Online: wellsfargo.com

Write: Wells Fargo Bank, N.A. (182)
PO Box 83020
San Francisco, CA 94163

Account summary

WellsOne® Account

Account number	Beginning balance	Total credits	Total debits	Ending balance
██████████	\$0.00	\$25,000.00	\$0.00	\$25,000.00

Credits

Electronic deposits/bank credits

Effective date	Posted date	Amount	Transaction detail
	06/26	25,000.00	ZBA Balance Account Transfer From 4121591994
		\$25,000.00	Total electronic deposits/bank credits
		\$25,000.00	Total credits

Daily ledger balance summary

Date	Balance	Date	Balance
06/14	0.00	06/26	25,000.00
Average daily ledger balance			\$7,352.94

Item 13 (f)

Cash Central of South Carolina, LLC only operates in the State of South Carolina and as such is not licensed nor operating in any other state which would necessitate completing the Request for Information form.

Item 13 (g)

Amy Jennings

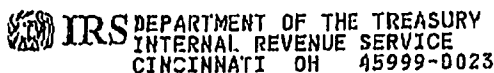
84 East 2400 North, North Logan Utah 84341

(435) 774-8210

Item 13 (h)

This item is inapplicable because we are not licensed in any other state.
Please see 13(f)

Item 13 (I)



002586.302346.0000.001 1 MB.0.408 530



CASH CENTRAL OF SOUTH CAROLINA LLC
 % DIRECT FINANCIAL SOLUTIONS SOLE M
 7001 POST RD STE 200
 DUBLIN OH 43016

002586

Date of this notice: 03-05-2013

Employer Identification Number:

Form: SS-4

Number of this notice: CP 575 0

For assistance you may call us at:
 1-800-829-4933

IF YOU WRITE, ATTACH THE
 STUB OF THIS NOTICE.

WE ASSIGNED YOU AN EMPLOYER IDENTIFICATION NUMBER

Thank you for applying for an Employer Identification Number (EIN). We assigned you EIN [REDACTED]. This EIN will identify you, your business accounts, tax returns, and documents, even if you have no employees. Please keep this notice in your permanent records.

When filing tax documents, payments, and related correspondence, it is very important that you use your EIN and complete name and address exactly as shown above. Any variation may cause a delay in processing, result in incorrect information in your account, or even cause you to be assigned more than one EIN. If the information is not correct as shown above, please make the correction using the attached tear off stub and return it to us.

A limited liability company (LLC) may file Form 8832, Entity Classification Election, and elect to be classified as an association taxable as a corporation. If the LLC is eligible to be treated as a corporation that meets certain tests and it will be electing S corporation status, it must timely file Form 2553, Election by a Small Business Corporation. The LLC will be treated as a corporation as of the effective date of the S corporation election and does not need to file Form 8832.

To obtain tax forms and publications, including those referenced in this notice, visit our Web site at www.irs.gov. If you do not have access to the Internet, call 1-800-829-3676 (TTY/TDD 1-800-829-4059) or visit your local IRS office.

IMPORTANT REMINDERS:

- * Keep a copy of this notice in your permanent records. This notice is issued only one time and IRS will not be able to generate a duplicate copy for you. You may give a copy of this document to anyone asking for proof of your EIN.
- * Use this EIN and your name exactly as they appear at the top of this notice on all your federal tax forms.
- * Refer to this EIN on your tax-related correspondence and documents.

Your name control associated with this EIN is CASH. You will need to provide this information, along with your EIN, if you file your returns electronically.

If you have questions about your EIN, you can call us at the phone number or write to us at the address shown at the top of this notice. If you write, please tear off the stub at the bottom of this notice and send it along with your letter. If you do not need to write us, do not complete and return this stub. Thank you for your cooperation.

(IRS USE ONLY) 5750

03-05-2013 CASH 0 0242422513 SS-4



002886

Keep this part for your records.

CP 575 G (Rev. 1-2013)

Return this part with any correspondence
so we may identify your account. Please
correct any errors in your name or address.

CP 575 G

0242422513

Your Telephone Number Best Time to Call
() - _____

DATE OF THIS NOTICE: 03-05-2013
EMPLOYER IDENTIFICATION NUMBER: XXXXXXXXXX
FORM: SS-4 NOBOD

INTERNAL REVENUE SERVICE
CINCINNATI OH 45999-0023



CASH CENTRAL OF SOUTH CAROLINA LLC
% DIRECT FINANCIAL SOLUTIONS SOLE M
7001 POST RD STE 200
DUBLIN OH 43016

Item 13 (i)

LEASE AGREEMENT

This Lease Agreement (the "Lease") is made and entered into on the 1st day of December, 2011 by and between Northern Utah Holdings, LLC, a Utah limited liability company and its successors or assigns ("Lessor or Landlord") and Direct Financial Solutions, LLC, a Utah limited liability company ("Lessee").

RECITALS:

WHEREAS, Lessor owns a certain office building located at 84 East 2400 North, Logan, Utah 84341, consisting of approximately 31,358 square feet and approximately 285 parking stalls (the "Building" or "Premises"); and

WHEREAS, Lessee desires to lease 30,278 square feet of the Premises and approximately 281 parking stalls, as more particularly identified on Exhibit "A" attached hereto and incorporated herein by reference, from Lessor and Lessor wishes to lease the Premises to Lessee; and

NOW, THEREFORE, in consideration of the following conditions and covenants, and for other good and valuable consideration, Lessor and Lessee hereby agree as follows:

1. **LEASE.** For value received, Lessor, hereby leases the Premises to Lessee, and Lessee hereby leases the Premises from Lessor.

2. **TERM.** This Lease shall be effective for a term of five (5) years, beginning on December 1, 2011 (hereinafter referred to as the "Commencement Date") and terminating at (1) 11:59 p.m. on November 30, 2016, unless sooner terminated in accordance with this Lease (the "Term"). Lessee will have no right to occupy the Premises after the expiration or termination of the Term.

3. **LEASE RENEWAL OPTION.** Upon the conclusion of this Lease Agreement, Lessee shall have the option of two (2) 5-year Lease Renewal Options to be negotiated in good faith at fair market value with the Landlord. Lessee shall notify Landlord that it desires to exercise this option sixty (60) days before expiration of the term of this Lease or Option Period as the case may be.

4. **RENT.** Lessee shall pay the amounts set forth on Exhibit "B", attached hereto and incorporated by reference herein (the "Rent"), to Lessor at the address set forth herein for delivery of notice to Lessor, or at such other address as Lessor may designate, as rent for the Premises. All Rent shall be due and payable by the 5th day of each month without notice, demand, deduction, counterclaim or set-off, on or before the first day of each and every calendar month during the Term. Payments of Rent or other amounts due Lessor hereunder shall be considered received only upon Lessor's actual receipt thereof. If Lessee obtains occupancy of the Premises other than on the first day

of any month, the Rent due for that month shall be prorated based on the number of days Lessee occupied the Premises during such month.

4.1 Annual Increase to Base Rent: The Rent as set forth in Section 4 shall increase by the greater of two percent (2%) or one-half of the cost of living increase (CPI - Consumer Price Index) each year on the anniversary of the beginning date of the lease.

5. **SECURITY DEPOSIT.** On or before the Lease Date, Lessee shall pay to Lessor the sum of \$34,494.16 (the "Security Deposit"). The Security Deposit shall be held by Lessor as security for the faithful performance by Lessee of all the terms, covenants, and conditions of this Lease to be kept and performed by Lessee. If Lessee defaults with respect to any provision of the Lease, Lessor may, but shall not be required to, use, apply or retain all or any part of this Security Deposit for the payment of any Lease Rent or any other amount payable by Lessee, or for the payment of any amount which Lessor may spend or become obligated to spend by reason of Lessee's default, or to compensate Lessor for any other loss or damage which Lessor may suffer by reason of Lessee's default. If any portion of the Security Deposit is so used or applied, Lessee shall, within five (5) days after written demand, deposit cash with Lessor in an amount sufficient to restore the Security Deposit to its original amount and Lessee's failure to do so shall be a material breach of this Lease Agreement. If Lessor terminates this Lease as a result of any default of Lessee then the Security Deposit shall be applied to the damages suffered by Lessor but in no event shall any portion of the Security Deposit be returned to Lessee upon such default. If Lessee shall fully and faithfully perform every provision of this Lease, any unused portion of the Security Deposit or any balance thereof shall be returned to Lessee within thirty (30) days after the expiration of the term of the Lease.

6. **USE.** Lessee shall begin occupying the Premises on the Commencement Date and thereafter shall continually and without interruption use the Premises as its corporate office space for a deferred deposit and other financial services and for no other purpose without the prior written consent of Landlord throughout the Term. Lessee will not commit or permit to be committed on the Premises any act or omission which violates any term or provision of this Lease.

8. **UTILITY SERVICES.**

8.1 Obligations of Lessor: During the term of this Lease Agreement, the Lessor agrees to cause to be furnished to the Leased Premises the following:

- a) Electricity, water, gas and sewer service
- b) Telephone connection
- c) data connection
- d) Heat and air-conditioning systems

8.2 Lessee's Obligations: Lessee shall be responsible for the following costs and agrees to cause to be furnished to the Leased Premises the following:

- a) Janitorial Service
- b) use charges for data, telephone, water electrical and gas (Lessee shall provide Lessor two land lines and two data connections)
- c) Security system to such extent as is reasonably necessary given the activities of Lessee
- d) Elevator service maintenance
- e) Snow removal service
- f) Landscaping/grounds-keeping service
- g) Property and casualty insurance

8.3 Additional Limitations:

a) Lessee will not, without the written consent of Lessor, which consent shall not be unreasonably withheld, use any apparatus or device on the Leased Premises which will in any way or to any extent increase the amount of electricity or water usually furnished or supplied for use on the Leased Premises for the use designated in Recital 2 above, nor connect with electrical current, except through existing electrical outlets in the Leased Premises, or water pipes, any apparatus or device, for the purposes or using electric current or water.

b) If Lessee shall require water or electric current in excess of that usually furnished or supplied for use of the Leased Premises, or for purposes other than those designated in Recital 2 above, Lessee shall first procure the consent of Lessor for the use thereof, which consent Lessor may refuse.

8.4 Limitation on Lessor's Liability: Lessor shall not be liable for and Lessee shall not be entitled to terminate this Lease or to effectuate any abatement or reduction of rent by reason of Lessor's failure to provide or furnish any of the foregoing utilities or services if such failure was reasonably beyond the control of Lessor. In no event shall Lessor be liable for loss or injury to persons or property, however, arising or occurring in connection with or attributable to any failure to furnish such utilities or services even if within the control of Lessor.

9. LESSEE'S RESPONSIBILITY FOR OPERATING EXPENSES.

9.1 Definitions. The following words and phrases shall have the meanings set forth below:

- a) Operating Year means each calendar year ending during the Term

and the calendar year ending immediately following the last day of the Term.

b) Operating Expenses means all actual costs and expenses incurred by Lessee in connection with the operation, management and maintenance of the Premises and the related improvements located thereon (the Improvements), including, but not limited to, all expenses incurred by Lessee as a result of Lessee's compliance with any and all of its obligations under this Lease (or under similar leases with other Lessees) other than the performance by Lessor of its construction obligations of leases within other Lessee spaces. In explanation of the foregoing, and not in limitation thereof, Operating Expenses shall include all fees, costs and expenses incurred by Lessee relating to the following: all real and personal property taxes and assessments whether general or special and any tax or assessment levied or charged in lieu thereof, whether assessed against Lessor and/or Lessee and whether collected from Lessor and/or Lessee, snow and trash removal, utilities, supplies, public liability and fire insurance with extended coverage, licenses, permits and inspection, legal fees incurred with respect to enforcing rules and regulations of the building and evictions, services of independent contractors, maintenance and repair of the Premises, its equipment and the adjacent parking area, driveways, walks and landscaped areas, including without limitation janitorial, scavenger, gardening, elevator, painting, plumbing, electrical, carpentry, heating, ventilation, air-conditioning, window washing, signing, but excluding persons performing services not uniformly available to or performed for substantially all Lessees of the Premises; rental or a reasonable allowance for depreciation of personal property used in the maintenance, operation and repair of the Premises. All Operating Expenses shall be computed on an annual basis. Operating expenses to be prorated among the Lessees as provided for herein shall not include those expenses in excess of normal operating expenses referenced in this section and/or those expenses separately accounted for and paid directly by a specific Lessee. Operating Expenses shall not include depreciation on the Premises and the Improvements, income taxes of Lessor, costs specifically charged to and recovered from other Lessees, insurance and condemnation proceeds, accounting fees relating to operations of the Premises, costs for corrections of defects in the original construction of the Premises, lease commissions pertaining to the initial rental of office space in the Premises, capital additions to the Premises or amounts paid toward principal or interest on loans to Lessor.

c) Estimated Operating Expenses means the projected amount of Operating Expenses for any given Operating Year as estimated by Lessee, in its sole discretion. Estimated Operating Expenses for Lessor's allocated portion of the building as illustrated on Exhibit C consists of 1,080 square feet or 3.4% of the entire Premises.

d) Lessor's Share of Operating Expenses for any fractional calendar

year shall be calculated by determining Lessor's share of Operating Expenses for the relevant calendar year and then prorating such amount over the fractional period of such calendar year.

e) Lessor's Share of Estimated Operating Expenses for a calendar year means Operating Expenses reasonably estimated by Lessee to be incurred in any subsequent calendar year per net rentable square foot applicable to the Lessor's premises as illustrated on Exhibit C.

f) Lessor's share of Estimated Operating Expenses for any fractional calendar year shall be calculated by determining Lessor's Share of Estimated Operating Expenses for the relevant calendar year and then prorating amount over the fractional period of such calendar year.

9.2 Statement of Operating Expenses and Estimated Operating Expenses.

a) Within One Hundred Twenty (120) days after the expiration of the Operating Year (defined as January 1 to December 31 of any given year), and each successive year thereafter, Lessee shall furnish Lessor with a written statement showing in reasonable detail the computation of Lessor's Share of Operating Expenses if any, for such year and the amount by which such amount exceeds or is less than the amounts paid by Lessor during such year pursuant to Subsection 9.1.b.

b) Lessee, upon written request, will furnish Lessor from time to time, written statements showing in reasonable detail the computation of Lessor's Share of Estimated Operating Expenses.

9.3 Payment of Additional Rent. Lessee shall pay as additional rent (Additional Rent) the following amounts at the times indicated:

a) Within thirty (30) days after delivery of the written statement referred to in Subsection 9.2.a hereof, Lessor shall pay to Lessee, without offset or deduction, the amount by which Lessor's Share of Operating Expenses, as specified in such written statement, exceeds the amount of Estimated Operating Expenses actually paid by Lessor for the year at issue. Payments by Lessor shall be made pursuant to this Subsection 9.3.a notwithstanding that a statement pursuant to subsection 9.2.a is furnished to Lessor after the expiration of the Term.

b) Lessor shall pay to Lessee, without offset or deduction, one-twelfth (1/12th) of Lessor's Share of Estimated Operating Expenses as specified in the last written statement delivered to Lessee pursuant to Subsection 9.2.b. For purposes of this section, the initial amount to be paid by Lessor to Lessee for its portion of the Estimate Operating Expenses shall be \$6,360 per year or \$530 per month.

c) If the written statement delivered pursuant to Subsection 9.2.a indicates that the amount actually paid by Lessor pursuant to subsection 9.3.a for any year exceeds Lessor's Share of Operating Expenses for the same year, Lessee, at its election, and within 30 days of receipt of the written statement, (i) pay the amount of such excess to Lessor or (ii) apply such excess against any amount payable by Lessor.

9.4 Resolution of Disagreement. Every statement given by Lessee pursuant to Subsection 9.2 hereof shall be conclusive and binding upon Lessor unless within forty-five (45) days after the receipt of such statement Lessor notifies Lessee in writing that it disputes the correctness thereof, specifying the particular respects in which the statement is claimed to be incorrect. Pending the determination of such dispute by agreement between Lessor and Lessee, Lessor shall, within thirty (30) days after receipt of such statement, pay Additional Rent in accordance with Lessee's statement, and such payment shall be without prejudice to Lessor's position. If the dispute shall be determined in Lessor's favor, Lessee shall forthwith apply the amount of Lessor's overpayment of rents resulting from compliance with Lessee's statement, without interest being due thereon, in accordance with Subsection 4.3.3 hereof. Lessee agrees to grant to an independent certified public accountant retained by Lessor reasonable access to Lessee's books and records for the purpose of verifying Operating Expenses incurred by Lessee, at Lessor's sole expense. If there is more than a 5% discrepancy, Lessee will pay for the costs of Lessor's accountant to a maximum of \$500.

10. NO ASSIGNMENT OR SUBLETTING. Lessee will not assign this Lease nor sublet the Premises in whole or in part, and will not permit Lessee's interest in this Lease to be vested in any third party by operation of law or otherwise, without the prior written consent of Landlord. Any assignment or Lease in violation of this provision shall be null and void.

11. INDEMNIFICATION. Lessee covenants and agrees to indemnify Lessor against and to hold Lessor harmless from any liability, loss, damage, suits, or penalties, claims and demands of every kind and nature (including without limitation reasonable attorneys' fees) directly or indirectly arising out of, by reason of or resulting from (i) Lessee's failure to perform or observe any of the terms and conditions of the Lease or this Lease; or (ii) the use, occupancy or management of the Premises, the Building or surrounding areas, or any activity conducted therein, by Lessee its successors, or any of their respective employees, agents, contractors, officers, directors, representatives, guests, invitees, visitors or licensees; or (iii) any work or thing whatsoever done or any condition created by or any other act or omission of Lessee, its successors, assigns or Lessees, or their respective employees, agents, contractors, officers, directors, representatives, guests, invitees, visitors or licensees, in or about the Premises and the Building. Lessee's indemnification obligation hereunder shall survive the expiration or earlier termination of this Lease.

12. **ACCEPTANCE OF PREMISES.** Lessee accepts the Premises in its present "AS IS" condition, without warranty or representation of Lessor of any kind or nature whatsoever, express or implied, with respect to the condition of the Premises. All alterations and improvements to the Premises shall be subject to Landlord's prior written consent pursuant to the terms and provisions of the Lease and shall be at Lessee's sole cost and expense. All changes and alterations to designation signs for the Premises and in the Building directory located in the lobby of the Building, if any, any changes in locks required, any changes required in the HVAC systems and any other changes as a result of Lessee's use of the Premises shall likewise be at Lessee's sole cost and expense and shall be made in accordance with the terms and conditions of the Lease.

13. **INSURANCE.** Lessee agrees to maintain commercial general liability insurance in amounts and with scope of coverage of \$1,000,000.00, which insurance policy(ies) shall name Lessor as an additional insured. Such policy(ies) shall contain a waiver of subrogation endorsement in favor of Landlord and Lessor. Lessee also shall maintain workers' compensation insurance as required by law, which policy(ies) shall contain a waiver of subrogation endorsement in favor of Landlord and Lessor.

14. **SIGNS.** Lessee may erect or attach to the Premises such signs as it considers proper and necessary in accordance with the rules and regulations of the Building subject to Lessor's approval. Lessee shall remove any sign it placed on or about the exterior of the Premises when this Lease expires or terminates; and Lessee shall repair any damage to the Building or Premises resulting from such a sign or its removal within thirty (30) days after such expiration or termination at Lessee's sole cost and expense.

15. **NOTICES.** Except as otherwise provided in this Lease, any notice or other communication required or permitted to be given under this Lease shall be in writing and shall be deemed to have been effectively given (i) on the day delivered if delivered personally, or (ii) if mailed, registered or certified, return receipt requested, on the third day following the date of mailing, or (iii) if shipped by overnight delivery, on the day following shipment, as follows:

Lessor: Northern Utah Holdings, LLC
PO Box 385
Wellsville, UT 84339
Attention: David M. Dunkley

Lessee: Direct Financial Solutions, LLC
84 East 2400 North
Logan, UT 84341
Attention: Trevin Workman

Any of the above may change the address to which notices and other communications are to be directed to it by giving notice of such change to the other entities in the manner provided in this paragraph.

16. **ENTIRE AGREEMENT.** This Lease contains all of the covenants, agreements, terms, conditions, provisions and understandings, whether written or oral, relating to the leasing of the Premises and may not be amended except in a writing signed by all of the parties hereto consenting thereto. This Lease, together with the Lease, supersedes any prior understandings or written or oral agreements between the parties pertaining to the subject matter herein.

17. **GOVERNING LAW.** This Lease shall be governed by and construed under the laws of the State of Utah.

18. **TIME OF ESSENCE.** Time is of the essence of this Lease.

19. **DEFINED TERMS.** Any capitalized terms used but not defined herein shall have the meanings assigned to them in the Lease.

IN WITNESS WHEREOF, Lessor and Lessee, through their duly authorized representatives, have executed this instrument as of the day and year first written above.

LESSOR:

Northern Utah Holdings, LLC

By: 

Printed Name: David M. Dunkley

Title: Manager

LESSEE:

Direct Financial Solutions, LLC

By: 

Printed Name: Mason B. Niederhauser

Title: Manager

EXHIBIT "A"

Premises

The Premises are the commercial office building located at 84 East 2400 North, Logan,
Utah 84341 and adjoining parking lot.

EXHIBIT "B"

Rent

Monthly Payments are:

December 1, 2011 – November 30, 2016

\$14.63/sqft *

*Does not include annual adjustment. Approximate square footage of the Leased space will be 30,278 sq ft with monthly payments equal to \$36,913.93/month based on the above rate.

EXHIBIT "C"

Lessor Premises

Monthly Operating Expense Payments to be made by Lessor to Lessee for the initial year shall be \$6,360 per year or \$530 per month.

Item 13 (k)

Cash Central of South Carolina, LLC Business Plan

Background

Cash Central of South Carolina, LLC ("Cash Central") is headquartered in North Logan, Utah ("Cash Central") and operates on the business philosophy of providing needed financial services for working Americans. Cash Central recognizes the need for on-line convenience, the customer's desire for quick and efficient response time and a commitment to quality. Cash Central provides all of these qualities in its on-line lending products.

Cash Central recognizes the value of its internet channel and the convenience that it offers its customers: account access 24/7; extended customer service hours with live attendants, other contact means including Chat/Fax/Email, and next banking day funding. Cash Central has a simple, reliable and secure process and offers outstanding personal service. Staffed hours of operation for the customer call center located in North Logan, Utah are: Monday through Thursday 7am-10pm, Friday 7am-8pm and Saturday 7am-12pm.

Compliance, Customer Service, and Training

Compliance is a very important effort within the organization and as such, the company endeavors to operate in compliance with applicable federal and state laws. As such, substantial resources are dedicated to ensure continued compliance including training, technical capabilities, and a dedicated management to oversee and continually monitor effectiveness and ensure compliance. The Executive Management team is comprised of individuals well versed in the requirements and expectations outlined above and one of their key functions is to contemplate and approve all compliance-related efforts.

Additionally, the operations department forwards any relevant matters involving escalated customer complaints to the legal department for review to ensure company compliance and appropriate customer service, and escalated complaints are discussed in management meetings to continue to ensure company compliance and best practices are company-wide priorities.

Proper staff training is another key operational element within the organization. Prior to any customer contact, each new employee attends new hire training for two weeks of instruction and hands on application. After graduation from training, employees are given one-on-one time with Supervisory staff and follow-up with the training staff. Continuing education is provided through in class refresher courses as well as one-on-one coaching by supervisory staff.

South Carolina Operations

Cash Central's goal is to operate an on-line installment lending business reaching all of the citizens of the State of South Carolina.

Marketing Plan, Customer Interface

Cash Central makes small dollar loans offered exclusively online at www.cashcentral.com. The Cash Central website provides resources to help potential and current customers' understand how the loan product(s) function, the associated fees and payment schedule, applying for a loan, servicing their loan, how they get their money, how to get help with questions or concerns, state license information, as well as answers to frequently asked questions.

Cash Central is looking to help consumers throughout South Carolina who seek installment loans for their short and medium-term needs, offering loans from \$1,000-\$5,000 with terms of 6, 12, 18, and 24 months, and with convenient repayment cycles of either bi-weekly or monthly periods. The product is designed to best meet the individual customers' financial needs through a myriad of available choices.

Our typical installment loan customer is between the ages of 25-60, has a household income of \$40,000 to \$100,000 annually, and is paid on a regular cycle including bi-weekly, month, or semi-monthly. Their typical needs or desires for this product are a result of: larger household purchases, unexpected repairs, medical emergencies, and other family needs. In many cases, our installment customer has had some level of experience with another installment credit product.

To become a Cash Central customer, consumers must apply online and meet minimum requirements, some of which might include: At least 18 years old, minimum level of steady income, and holding an active checking account. They must also pass our proprietary underwriting process that checks credit reporting bureaus and third-party databases to verify customer supplied data like the customer's identification, bank account, credit history (bankruptcy, past charged off accounts, etc.) and other validation information. The completion of this application and sophisticated underwriting process assists us in ensuring the approved customers' have a reasonable financial ability to successfully pay back their loans. In addition, the installment loan product that Cash Central plans to offer also provides the customer flexibility to be repaid on a schedule that is convenient for them.

Cash Central customers are obtained through several online marketing channels, which include: searching popular search engines (search engine optimization), paid search advertisements (search engine marketing), banner advertising (pay per click), referrals from other websites (affiliate marketing), and purchasing qualified leads (lead generation).

The Company

Cash Central operates on several key tenets which it has developed over its operating history in order to continue to better serve its customer needs. Key of these are convenience and self-service (24/7 account access), live customer support during extended business hours, staff training for service excellence, and the continued development of new technology, tools, features, and functionality for our customers' usage.

Cash Central has established an account with Wells Fargo Bank, a financially sound and well-respected institution, to serve its South Carolina customers. The vast majority of our transactions are handled electronically via our website at www.cashcentral.com from document review, loan e-signature, to bank funding, account management, and making automated recurring payments. We also have a dedicated customer service department with extended business hours available to serve those customers who desire a different contact point than via the internet.

Item 13 (I)

CONSUMER INSTALLMENT LOAN AGREEMENT

Effective Date _____
LENDER: Cash Central of South Carolina, LLC
84 East 2400 North
North Logan, Utah 84341
800-460-4305
License Number: _____

Account # _____
(Customer Name)
(Customer Address)
(Customer City, State Zip)
(Customer Phone Number)

In this Consumer Installment Loan Agreement (this "Agreement"), the word "you", and "your" mean each and all customers who have signed it. The words "we", "us", and "our" mean Cash Central of South Carolina, LLC (d/b/a Cash Central). The Truth in Lending Disclosures are part of this Agreement.

YOUR PROMISE TO PAY

You promise to pay \$ _____ (Amount Financed) plus interest at a rate of _____ % per year on the principal outstanding for the time outstanding, until paid in full, plus a loan origination charge \$ _____. The Finance Charge disclosure below represents the amount of interest you will pay under this Agreement assuming you pay all your scheduled installment payments when due. You promise to pay us according to the Payment Schedule set forth below. The Payment Due Date of the final installment in the Payment Schedule is the Maturity Date. On the date stated in your Payment Schedule you will pay us, at the address indicated above, or at such address as we direct you in writing, the amounts stated. This loan is made primarily for personal, family or household purposes.

FEDERAL TRUTH IN LENDING DISCLOSURES

ANNUAL PERCENTAGE RATE	FINANCE CHARGE	Amount Financed	Total of Payments
The dollar amount the lender will charge you for the loan.	The amount of credit provided to you or on your behalf.	The amount you will have paid after you have made all payments as scheduled.	
	\$	\$	

Your Payment Schedule will be:

Number of Payments	Total Each Payment	Payment Due Date

Prepayment: If you pay off early, you will not have to pay a penalty.

Late Payment: If any installment payment is not made within 15 days after the Payment Due Date shown above, you will be subject to a late fee, not to exceed \$15.00 which is not more than 5% of the unpaid installment.

See the contract provisions that follow for additional information about nonpayment, default and prepayment refunds.

Itemization of Amount Financed

Amount paid directly to you \$ _____

Borrower: (Preprinted Customer Name)

Date: _____

Customer Signature: _____

Your Representations: You represent that: (a) you are not a debtor under any proceeding in bankruptcy, insolvency or reorganization, have not consulted with counsel about any proceeding in bankruptcy, insolvency or reorganization and have no intention to file a petition for relief under any chapter of the United States Bankruptcy Code; (b) you are at least 18 years of age and otherwise have the legal capacity to enter into this Agreement; (c) all of the information you provided to us in your application is true and correct; and (d) you can reasonably afford to repay this loan embodied in this Agreement.

Effective Date: The Effective Date listed above is the date in which the funds will have been transmitted to your bank and available to you and is the date used in calculating the APR associated with this Loan.

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ADDITIONAL PROVISIONS

METHOD OF LOAN REPAYMENT: Each installment payment will be due in substantially equal *monthly/semi-weekly/bi-weekly installments composed of principal and interest as shown in the payment schedule above, until you have paid all that you owe us. The Payment Schedule above assumes all of your payments are made on time. If you are late making a payment, the amount of your other payments may be greater than disclosed in the Payment Schedule. Similarly, if you are late making a payment, the Finance Charge and Total of Payments may be greater than disclosed above. Interest continues to accrue on the delinquent portion of any scheduled payment until the payment is made in full, notwithstanding any late fee charged due to the delinquency.

ACH/EFT AUTHORIZATION: If you complete this ACH authorization, you authorize us to effect a debit entry for the amount due on each Payment Due Date as set forth above in the Payment Schedule above from your checking account number _____ (your "Account") in _____ (the "Bank") on the Payment Due Date. Our instruction to the Bank to effect the debit entry will be given on the banking day prior to the Payment Due Date. In addition to this authorization, you may send certified checks, money orders, MoneyGram or Western Union payments to us at PO Box 6430, North Logan, Utah 84341.

Please note that you have the right to receive notice of all electronic fund transfers from Your Bank Account that vary in amount, and that by signing this ACH Authorization, you agree to receive notice only when the debit entry amount falls outside the specified range of amounts described below (in lieu of receiving notice of each electronic fund transfer that varies in amount). The range of amounts for debits will be between \$1 and a maximum of two contractual payments.

PLEASE NOTE THAT YOU ARE NOT REQUIRED TO AGREE TO THIS ACH AUTHORIZATION IN ORDER TO OBTAIN A LOAN FROM US. This ACH Authorization for payments is for your convenience. You agree that we may effect payment of unpaid amounts owing under this Loan Agreement via this ACH Authorization if we have not received payment from you by other means. You acknowledge that you are voluntarily choosing to pay electronically, and that you are choosing to receive notice of varying amounts of debits only when a debit exceeds the range specified above. You understand and acknowledge that you may terminate this ACH Authorization for payments by notifying us at Cash Central, ATTN: ACH Opt-Out, PO Box 6430, North Logan, Utah 84341 or by emailing us at customerservice@cashcentral.com in such time and manner as to afford us and your bank a reasonable opportunity to act on it. You also authorize us to verify all of the information that you have provided to us, as well as certain past and/or current information. If there is any missing or erroneous information in or with the information that you have provided to us regarding your bank, bank routing and transit number, or Bank Account number, then you authorize us to verify and correct such information. A different bank account may be substituted by written agreement of the parties to this electronic funds transfer payment authorization.

This ACH authorization or its subsequent revocation does not change or alter the need for you to still repay all amounts owed to us under this Agreement. This ACH authorization is a payment mechanism only and does not give us collection rights greater than those otherwise contained in this Agreement. This ACH authorization does not constitute a security interest.

INTEREST CALCULATIONS: If your loan repayment schedule is monthly, interest under this Agreement will be calculated on a simple interest basis and shall be computed on the basis of one month's interest for each calendar month and accrue at a rate of 1/30 of a month's interest for each day in a fraction of a month. If your loan repayment schedule is bi-weekly, interest under this Agreement will be calculated on a simple interest basis and shall be computed on the basis of the simple interest rate divided by 26 (Periodic Interest Rate) and accrue daily as a fraction (1/14) of a fourteen day cycle. If you selected the option of paying monthly installments on your loan, instead of bi-weekly installments, you may pay more in finance charges over the life of the loan.

PREPAYMENT: You may prepay your loan by making an extra payment at any time without penalty. You may do so by calling one of our customer service representatives at (800) 460-4305 and scheduling additional ACH payments or pay by card. You may also send certified checks, money orders, MoneyGram or Western Union payments to us at PO Box 6430, North Logan, Utah 84341. If you elect to prepay your loan by making extra payments, you may save on finance charges. You will still be required to make the next scheduled installment payment even if you make an extra payment.

ORIGINATION FEE: You agree to pay the Origination Fee set forth above in this Agreement's Itemization of Amount Financed. If you prepay this Agreement in full you will be entitled to a rebate of the unearned portion of your Origination Fee.

RIGHT OF RESCISSION: You may rescind this Agreement by returning to the Lender the Agreement proceeds before the close of business on the next business day after the Agreement is made.

TIME: It is essential that you make your payment on time.

DELINQUENCY CHARGES/LATE PAYMENT: If any installment payment is not made within 15 days after the Payment Due Date shown above, you will be subject to a late fee, not to exceed \$15.00 which is not more than 5% of the unpaid installment. You will only be charged one Late Payment per occurrence per month.

DEFAULT: You will be in default under this Agreement if: (a) you fail to pay any amount due and owing on or before the Payment Due Date; and/or (b) your prospect of your payment or performance of this Agreement is significantly impaired. You understand and agree that if you are in default under this Agreement, we may at our election: (i) accelerate all of the remaining installment payments on the Loan and all other amounts due to us and obtain immediate payment of same, provided we have given you a Right to Cure Notice and waited the required days as specified by statute; (ii) initiate a debit entry to your Bank Account for all amounts due to us; and/or (iii) pursue all available legal and equitable remedies against you to collect the amount you owe us. If it becomes necessary to file suit to collect on this Agreement, you agree to pay all court costs and attorney fees not to exceed 15% of the amount due and payable under this Agreement, unless your loan amount is \$3,500 or less in which case you will not be responsible for any attorney fees.

WAIVER: You agree to be liable for the repayment of this agreement even if we do not give you notices such as presentment, protest, demand, or notice of dishonor. We shall not waive any of our rights under this Agreement by making an accommodation for you or someone else. No waiver, consent or approval by us or changes or amendment to this Agreement shall be effective unless it is in writing and you and we have signed it.

CREDIT REPORTING: We may report your performance under this Agreement to credit reporting agencies. You agree and hereby authorize us to obtain credit reports on you at any time any portion of the Total of Payments remains owed to us. You specifically acknowledge and agree that we may disclose any default by you under this Agreement, along with any other relevant information, to credit reporting agencies.

JOINT AND SEVERAL: If this Agreement is signed by more than one customer, you each agree to be liable to us jointly, and each of you will also be liable to us individually for the Agreement and other obligations under this Agreement. We may require that either of you pay the amounts due without asking the other to pay. We may file suit against any one or more of you without giving up any of our rights against the others. This Agreement is also binding upon the heirs and personal representatives in probate of all signers and upon anyone to whom any signor assigns his assets or who succeeds to him or her in any other way.

CONTACTING YOU: By your signature below, you are giving your express written consent to be contacted by Cash Central or its affiliates via telephone message or call, text message and/or email, including for purposes of the Amended Telemarketing Sales Rule (16 CFR §310 et seq.), and the Electronic Signatures in Global and National Commerce Act (15 USC §96), as amended from time to time. The telephone calls, texts, emails and/or messages you are agreeing to receive relate to your account with and services provided by Cash Central and describe goods and services that may be of interest to you offered by Cash Central and/or third parties. These calls, texts and/or messages may be prerecorded or result from an autodialing system. You are subscribing to receive calls, texts and messages only from Cash Central and its affiliates, and only at the specific number(s) you have provided to us. If you are in default of your obligations to us, you authorize us to call you at work or home, or at other numbers you have provided us, or that we can reasonably associate with your account, to leave a message with a person or voicemail service at either location stating our name and phone number, to text you, to write you at home and to acquire location information about you from references or employers on your application. You agree that we will not be liable to you for any such calls. Your consent will be effective if the number you have provided is a home, business, or cell phone line, even if the number is registered on any state or federal Do-Not-Call (DNC) list as of the date of this consent. This consent shall remain in effect until you revoke it by sending written notice to us at: Cash Central, Attn: Opt-Out, PO Box 6430, North Logan, Utah 84341. You further consent to the monitoring and recording, for quality assurance and collection purposes, of any call that you place to us (or our affiliates) or that we (or our affiliates) place to you. Your consent is not a condition of obtaining your loan.

AGREEMENT TO RECEIVE NOTICES ELECTRONICALLY: You agree that, if you have provided us an electronic or email address, any notices may be delivered to you electronically, to the extent permitted by law, including the Truth in Lending Act, Regulation Z of the Board of Governors of the Federal Reserve (the "FRB"), The Electronic Funds Transfer Act, FRB Regulation E, The Equal Credit Opportunity Act, FRB Regulation B, Title V of the Gramm-Leach-Bliley Act, FRB Regulation P (or its applicable regulatory equivalent), The Fair Credit Reporting Act, and/or any other provision of applicable federal or state law or regulation. You have the option to receive any information that we have provided electronically in paper form at no cost to you by contacting us at (800) 460-4305 or Cash Central, Attn: Records Request, PO Box 6430, North Logan, Utah 84341. You may also withdraw your consent to electronic notices by contacting us in the same manner.

To electronically receive, view and save or print the notices, you must have a personal computer equipped with Internet Explorer (8.0 and higher), Firefox (17.0 and higher), Safari (5.0 and higher) or Chrome (23.0 and higher), and Adobe Flash Player (8.0 or higher) web-browser add on, and either a printer, a hard drive or other storage device.

GOVERNING LAW: Except as is otherwise provided in the Arbitration Agreement below, this Agreement is governed by South Carolina Code § 37-1-101 et seq. and other applicable laws of the state of South Carolina (without regard to internal principles of conflict of laws). If any provision of this Agreement is held to be unenforceable, the remainder of this Agreement shall remain in full force and effect.

ASSIGNMENT: We may assign or transfer this Agreement or any of our rights hereunder. Your obligations under this Agreement cannot be assigned to a third party without our prior written consent.

READ THIS ARBITRATION AGREEMENT CAREFULLY. IF YOU DO NOT REJECT IT IN THE MANNER DESCRIBED BELOW, IT WILL BE PART OF YOUR CONSUMER LOAN AGREEMENT AND WILL HAVE A SUBSTANTIAL IMPACT ON THE WAY YOU OR WE RESOLVE ANY CLAIM WHICH YOU OR WE HAVE AGAINST THE OTHER NOW OR IN THE FUTURE.

ARBITRATION AGREEMENT

THIS ARBITRATION AGREEMENT PROVIDES THAT, UNLESS PROHIBITED BY APPLICABLE LAW, UPON THE ELECTION OF EITHER YOU OR CASH CENTRAL OF SOUTH CAROLINA, LLC, DBA CASH CENTRAL ("CASH CENTRAL") OR CERTAIN OTHER PARTIES, SUCH AS OUR AFFILIATES, ANY LEGAL DISPUTE BETWEEN YOU AND CASH CENTRAL OR A CASH CENTRAL AFFILIATE ARISING UNDER OR RELATED TO THIS LOAN AGREEMENT WILL BE RESOLVED BY BINDING ARBITRATION. ARBITRATION IS A PROCESS IN WHICH PERSONS WITH A DISPUTE (A) WAIVE THEIR RIGHT TO FILE A LAWSUIT IN COURT AND TO HAVE A JURY OR JUDGE RESOLVE THEIR DISPUTE; AND (B) AGREE, INSTEAD, TO SUBMIT THEIR DISPUTE TO A NEUTRAL THIRD PERSON (AN "ARBITRATOR") FOR A DECISION. THE ARBITRATOR WILL ISSUE A FINAL AND BINDING DECISION RESOLVING THE DISPUTE, WHICH EITHER PARTY MAY THEN SEEK TO BE ENFORCED AS A COURT JUDGMENT. THIS ARBITRATION AGREEMENT ALSO INCLUDES A WAIVER OF THE RIGHT OF ANY PARTY TO BRING, JOIN IN OR PARTICIPATE IN CLASS ACTION LAWSUITS OR CLASS-WIDE ARBITRATION.

RIGHT TO REJECT ARBITRATION AGREEMENT: YOU MAY REJECT THIS ARBITRATION AGREEMENT BY SENDING CASH CENTRAL A NOTICE ("REJECTION NOTICE") THAT IS RECEIVED WITHIN SIXTY (60) DAYS AFTER YOU EXECUTE THE CONSUMER LOAN AGREEMENT OR AT ANY TIME BEFORE THE CONSUMER LOAN AGREEMENT EXPIRES BY ITS TERMS, IF IT EXPIRES IN LESS THAN SIXTY (60) DAYS. THE REJECTION NOTICE MUST INCLUDE YOUR NAME, ADDRESS, TELEPHONE NUMBER, ACCOUNT NUMBER AND THE DATE OF YOUR CONSUMER LOAN AGREEMENT AND MUST EITHER BE SENT BY E-MAIL TO CUSTOMERSERVICE@CASHCENTRAL.COM OR MAILED TO CASH CENTRAL ATTN: Arbitration OPT-OUT AT PO BOX 6430, NORTH LOGAN, UTAH 84341. IF YOU REJECT ARBITRATION, NEITHER YOU NOR CASH CENTRAL WILL HAVE THE RIGHT TO REQUIRE ARBITRATION OF ANY CLAIMS (AS SUCH TERM IS DEFINED BELOW). IF YOU WANT PROOF THAT WE RECEIVED YOUR NOTICE, YOU SHOULD EITHER SEND YOUR NOTICE BY CERTIFIED MAIL, RETURN RECEIPT REQUESTED OR BY A DELIVERY SERVICE WHICH PROVIDES YOU WITH AN ACKNOWLEDGEMENT OF RECEIPT. WE WILL REIMBURSE YOU FOR YOUR COST OF SENDING THE NOTICE TO US IF YOU REQUEST REIMBURSEMENT AND PROVIDE US WITH A RECEIPT SHOWING YOUR DELIVERY COST. REJECTION OF THE ARBITRATION AGREEMENT WILL NOT AFFECT CASH CENTRAL'S WILLINGNESS TO PROVIDE YOU WITH THIS LOAN, NOR WILL IT AFFECT THE TERMS OF YOUR CONSUMER LOAN AGREEMENT (THE "LOAN AGREEMENT") WITH CASH CENTRAL. ANY REJECTION OF ARBITRATION WILL APPLY ONLY TO THIS ARBITRATION AGREEMENT (AND NOT TO ANY PRIOR OR SUBSEQUENT ARBITRATION AGREEMENT BETWEEN THE PARTIES).

IMPORTANT NOTICE: IF YOU OR WE ELECT TO ARBITRATE A CLAIM, YOU WILL NOT HAVE THE RIGHT TO PURSUE THAT CLAIM IN COURT OR HAVE A JURY DECIDE THE CLAIM. ALSO, YOUR ABILITY TO OBTAIN INFORMATION FROM CASH CENTRAL AND TO APPEAL IS MORE LIMITED IN AN ARBITRATION THAN IN A LAWSUIT. OTHER RIGHTS THAT YOU WOULD HAVE IF YOU WENT TO COURT MAY ALSO NOT BE AVAILABLE IN ARBITRATION.

PROHIBITION AGAINST CERTAIN PROCEEDINGS: IF YOU OR WE ELECT TO ARBITRATE A CLAIM: (1) NO PARTY MAY PARTICIPATE IN A CLASS ACTION IN COURT OR IN CLASS-WIDE ARBITRATION, EITHER AS A PLAINTIFF, DEFENDANT OR CLASS MEMBER; (2) NO PARTY MAY ACT AS A PRIVATE ATTORNEY GENERAL IN COURT OR IN AN ARBITRATION; (3) CLAIMS BROUGHT BY OR AGAINST YOU MAY NOT BE JOINED OR CONSOLIDATED WITH CLAIMS BROUGHT BY OR AGAINST ANY OTHER PERSON; AND (4) THE ARBITRATOR SHALL HAVE NO AUTHORITY TO CONDUCT A CLASS-WIDE ARBITRATION, PRIVATE ATTORNEY GENERAL ARBITRATION OR MULTIPLE-PARTY ARBITRATION.

INITIATING ARBITRATION PROCEEDINGS: A PARTY ASSERTING A CLAIM MUST FIRST COMPLY WITH THE PARAGRAPH CAPTIONED "NOTICE AND CURE; SPECIAL PAYMENT" BELOW. ADDITIONALLY, A PARTY ELECTING ARBITRATION MUST GIVE WRITTEN NOTICE OF AN INTENTION TO INITIATE OR REQUIRE ARBITRATION. THIS NOTICE CAN BE GIVEN AFTER THE BEGINNING OF A LAWSUIT AND CAN BE GIVEN IN THE PAPERS FILED IN THE LAWSUIT. IF SUCH NOTICE IS GIVEN, UNLESS PROHIBITED BY APPLICABLE LAW, ANY CLAIM SHALL BE RESOLVED BY ARBITRATION UNDER THE ARBITRATION AGREEMENT AND, TO THE EXTENT CONSISTENT WITH THIS ARBITRATION AGREEMENT, THE APPLICABLE RULES OF THE ADMINISTRATOR THAT ARE IN EFFECT AT THE TIME THE CLAIM IS FILED WITH THE ADMINISTRATOR. A PARTY WHO HAS ASSERTED A CLAIM IN A LAWSUIT MAY STILL ELECT ARBITRATION WITH RESPECT TO ANY CLAIM THAT IS LATER ASSERTED IN THE SAME LAWSUIT BY ANY OTHER PARTY (SUCH AS, FOR EXAMPLE, A COUNTERCLAIM). THE ARBITRATOR WILL BE SELECTED IN ACCORDANCE WITH THE ADMINISTRATOR'S RULES. HOWEVER, UNLESS BOTH YOU AND WE AGREE OTHERWISE, THE ARBITRATOR MUST BE A LAWYER WITH MORE THAN 10 YEARS OF EXPERIENCE OR A RETIRED JUDGE.

ARBITRATION LOCATION AND COSTS: ANY ARBITRATION HEARING THAT YOU ATTEND WILL TAKE PLACE IN A REASONABLY CONVENIENT LOCATION FOR YOU. EACH PARTY MUST PAY FOR THAT PARTY'S OWN ATTORNEYS, EXPERTS AND WITNESSES, SUBJECT TO TWO EXCEPTIONS. FIRST, WE WILL PAY ALL REASONABLE ATTORNEYS' FEES AND COSTS YOU INCUR IF YOU ARE THE PREVAILING PARTY AND/OR WHERE REQUIRED BY APPLICABLE LAW AND/OR THE ADMINISTRATOR'S RULES. SECOND, WE WILL BEAR THE EXPENSE OF OUR ATTORNEYS, EXPERTS AND WITNESSES, EXCEPT WHERE APPLICABLE LAW AND THE LOAN AGREEMENT ALLOW US TO RECOVER ATTORNEYS' FEES AND/OR COSTS IN A COLLECTION ACTION BROUGHT BY US.

APPLICABLE LAW: YOU AND WE AGREE THAT THE LOAN AGREEMENT AND THIS ARBITRATION AGREEMENT INVOLVE INTERSTATE COMMERCE, AND THIS ARBITRATION AGREEMENT IS GOVERNED BY THE FEDERAL ARBITRATION ACT ("FAA"), 9 U.S.C. 1 ET SEQ. (AND BY DELAWARE LAW TO THE EXTENT STATE LAW GOVERNS THE ENFORCEABILITY OF THIS ARBITRATION AGREEMENT UNDER SECTION 2 OF THE FAA).

NOTICE AND CURE; SPECIAL PAYMENT: PRIOR TO INITIATING LITIGATION OR ARBITRATION REGARDING A CLAIM, THE PARTY ASSERTING THE CLAIM SHALL GIVE THE OTHER PARTY OR PARTIES WRITTEN NOTICE OF THE CLAIM (A "CLAIM NOTICE") AND A REASONABLE OPPORTUNITY, NOT LESS THAN 30 DAYS, TO CURE THE CLAIM. ANY CLAIM NOTICE TO YOU SHALL BE SENT IN WRITING BY MAIL OR MESSENGER SERVICE OR BY E-MAIL TO THE ADDRESS YOU HAVE PROVIDED ON YOUR APPLICATION (OR ANY UPDATED ADDRESS YOU HAVE SUBSEQUENTLY PROVIDED IN ACCORDANCE WITH THE LOAN AGREEMENT). ANY CLAIM NOTICE TO CASH CENTRAL SHALL BE SENT BY MAIL TO CASH CENTRAL ATTN: Claim Notice AT PO BOX 6430, NORTH LOGAN, UTAH 84341, OR BY E-MAIL TO CUSTOMERSERVICE@CASHCENTRAL.COM. ANY CLAIM NOTICE YOU SEND MUST BE SIGNED BY YOU (IF SENT BY MAIL) AND MUST PROVIDE YOUR NAME, ADDRESS, TELEPHONE NUMBER, ACCOUNT NUMBER AND E-MAIL ADDRESS. ANY CLAIM NOTICE MUST EXPLAIN THE NATURE OF THE CLAIM AND THE RELIEF THAT IS DEMANDED. YOU AND WE MAY ONLY SUBMIT A CLAIM NOTICE ON YOUR OR OUR OWN BEHALF AND NOT ON BEHALF OF ANY OTHER PARTY. THE PARTY GIVING A CLAIM NOTICE MUST REASONABLY COOPERATE IN PROVIDING ANY INFORMATION ABOUT THE CLAIM THAT THE OTHER PARTY OR PARTIES REASONABLY REQUEST. IF YOU WANT PROOF THAT WE RECEIVED YOUR NOTICE, YOU SHOULD EITHER SEND YOUR NOTICE BY CERTIFIED MAIL, RETURN RECEIPT REQUESTED OR BY A DELIVERY SERVICE WHICH PROVIDES YOU WITH AN ACKNOWLEDGEMENT OF RECEIPT. WE WILL REIMBURSE YOU FOR YOUR COST OF SENDING THE NOTICE TO US IF YOU REQUEST REIMBURSEMENT AND PROVIDE US WITH A RECEIPT SHOWING YOUR DELIVERY COST. IF CASH CENTRAL REFUSES TO PROVIDE YOU WITH THE RELIEF DEMANDED IN ANY CLAIM NOTICE YOU SEND IN, IN ACCORDANCE WITH THIS PARAGRAPH AND AN ARBITRATOR SUBSEQUENTLY DETERMINES THAT YOU WERE ENTITLED TO SUCH RELIEF (OR GREATER RELIEF), THE ARBITRATOR SHALL AWARD YOU AT LEAST \$5,100 (NOT INCLUDING ANY ARBITRATION FEES AND ATTORNEY'S FEES AND COSTS TO WHICH YOU MAY BE ENTITLED).

By signing below, you certify that you have read and understand the information contained in these Federal Truth-in-Lending Disclosures and the Consumer Loan Agreement and agree to be bound by these terms. You certify that the information provided by you is true and accurate to the best of your knowledge and belief. You acknowledge that: (a) you have read, understand, and agree to all of the terms and conditions of this Agreement, including the Arbitration and Waiver of Jury Trial Agreement and all ACH debit entries authorized by you pursuant to the terms hereof, including, without limitation, the ACH Authorization; (b) this Agreement contains all of the terms of the agreement between us regarding the subject matter hereof and that no representation or promises other than those contained in this Agreement have been made; (c) this Agreement was filled in before you signed it; (d)

47929

you have the ability to print or retain a copy of this Agreement; and (e) you understand that the Effective Date set forth above is (i) the date on which it is anticipated the Loan funds will be available for withdrawal from your Account, (ii) the date on which the Finance Charge disclosed above begins to accrue, and (iii) the date on which the term, for purposes of calculating the APR disclosed above, commences.

X

Customer Signature

Date of Execution

CASH CENTRAL OF SOUTH CAROLINA, LLC

By: /TJ/

Authorized Representative

Date of Execution,

with an Effective Date as set forth above.

CC: Rev SC 08/13

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Cash Central Application

5/1/2011

With Cash Central, you can easily apply for jobs, view job listings, and track your application status. You can also view your resume and contact information. To apply for a job, click on the "Apply Now" button. To view your resume, click on the "View Resume" button. To contact us, click on the "Contact Us" button.

Are you a student? ☐ Yes ☒ No

Social Security Number *

Home Address *

City * State * Zip *

Phone Number *

Work Phone *

Cell Phone *

Street Address *

City *

State * Use

Zip *

Do you own your home? ☐ Yes ☒ No

When you were born?

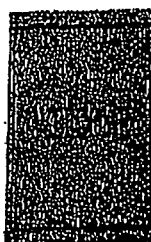
Preferred Contact Time * (Morning/Afternoon/Evening) * (Select one)



* Required

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- [How to Use Cash Central](#)
- [How to Apply for Cash Central](#)
- [How to Apply for Cash Central](#)
- [How to Apply for Cash Central](#)



Cash Central® Application

English

The Cash Central® has many features that make it easy to use. It is a secure and confidential way to apply for jobs. You can apply for jobs that are in the field you want. You can also apply for jobs that are in the field you want. You can also apply for jobs that are in the field you want.

Home > [Help](#) > [Cash Central](#) > [Apply Now](#)

Employee Profile Number

My Member ID

When you log in, you will see a list of jobs that are available.

Job Title: DO YYYY

Balance

Rate	Rate Step	Rate Price
1	Select	1
2	Select	2
3	Select	3



Report

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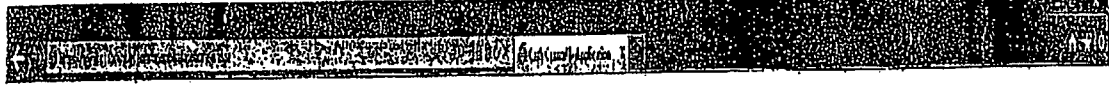
THE INFORMATION WE COLLECT

We credit you for the following:

• If you are not an eligible voter, please do not vote.

Information Link your transactions with us

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Pa 111 For Agents (04 04)

CASHCENTRAL

To apply for this loan, you must agree to use your funds in an electronic form "Electronic form" means deposits or computer transfer of funds on a piece of paper (although not necessarily printed) and save copies of the documents from your computer and get them signed by the appropriate person in your organization. This document is a security document and must be signed by Cash Central and its representative. To sign: To sign: To sign: (signed on the same page as 1/1/1)

Select a password for your account
(Must be 6-12 characters and 1 number)

Confirm Password

By signing my name below, I acknowledge my receipt and review of, and agreement to, the Privacy Policy, Disclosure and Agreement and Terms and Conditions set forth above and below. (I acknowledge that the Privacy Policy, Disclosure and Agreement and Terms and Conditions set forth above have been made available to me in a form that I may print or download and consider my own records. (I certify that I understand that I am applying for a Cash Central account (if any) and the information I am submitting to Cash Central is correct and not my own application of the, complete and correct, (I acknowledge Cash Central is taking steps as it deems appropriate to independently verify any and all such information, including by way of example, verifying such information through the use of a database maintained by myself or by my consumer reporting agency, and (2) authorize Cash Central to obtain any and all consumer reports from consumer reporting agencies to, among other things, verify the information supplied in the application and (3) permit my reports consumer and authorize Cash Central and its affiliates to record and use telephone messages or call, text messages and/or email messages for purposes of the Agreement)

View the Privacy Policy and Terms and Conditions

Electronic Signature



Accepted



Cash Central and its representatives agree to use your personal information only for the purposes stated in the Privacy Policy and Terms and Conditions. Cash Central and its representatives do not sell your information.

		ANNUAL PERCENTAGE RATE	FINANCE CHARGE	Amount Financed	Total of Payments
Payment Term (Months)	Payment Cycle	The cost of your credit as a yearly rate.	The dollar amount the credit will cost you.	The amount of credit provided to you or on your behalf.	The amount you will have paid after you have made all payments as scheduled.
6	Monthly	252.03%	\$849.31	\$1,000.00	\$1,849.31
6	Bi-Weekly	252.18%	\$801.62	\$1,000.00	\$1,801.62
12	Monthly	248.00%	\$1,770.62	\$1,000.00	\$2,770.62
12	Bi-Weekly	247.90%	\$1,734.79	\$1,000.00	\$2,734.79
12	Monthly	187.00%	\$2,538.15	\$2,000.00	\$4,538.15
12	Bi-Weekly	186.97%	\$2,475.11	\$2,000.00	\$4,475.11
24	Monthly	153.37%	\$8,993.32	\$4,000.00	\$12,993.32
24	Bi-Weekly	153.34%	\$8,923.57	\$4,000.00	\$12,923.57

First \$1,000 for 6 months using monthly

1000	308.23	1,849.31
25	308.23	824.31
20	308.16	845.31
6	252.03214	0
7/ 9/2013		
8/ 9/2013		
Monthly		

Period	From Date	To Date	Days in Period	Start Principal Balance	Pay Amount	Unlabeled Amount	End Principal Balance	Interest
1	7/9/2013	8/9/2013	30	1025.00	308.23	205.00	819.77	0.00
2	8/9/2013	9/9/2013	30	921.77	308.23	184.35	737.42	0.00
3	9/9/2013	10/9/2013	30	797.89	308.23	159.58	638.31	0.00
4	10/9/2013	11/9/2013	30	649.24	308.23	129.85	519.39	0.00
5	11/9/2013	12/9/2013	30	470.86	308.23	94.17	376.69	0.00
6	12/9/2013	1/9/2014	30	256.80	308.16	51.36	205.44	0.00

\$1,000 for 6 months using bi-weekly

Amount	1000	138.60	1,801.62
Term	25	138.60	7,662
Rate	0.523	138.42	801.62
Number of Payments	13	13	
Start Date	7/ 9/2013	252,181.11	
End Date	7/23/2013	0	
Frequency	Bi-Weekly		

Payment	Payment Date	Due Date	Days to Due	Start Principal	Payment	Total Interest	Total Principal	Unpaid
1	7/9/2013	7/23/2013	14	1025.00	138.60	94.61	43.99	0.00
2	7/23/2013	8/6/2013	14	981.01	138.60	90.55	48.05	0.00
3	8/6/2013	8/20/2013	14	932.96	138.60	86.11	52.49	0.00
4	8/20/2013	9/3/2013	14	880.47	138.60	81.27	57.33	0.00
5	9/3/2013	9/17/2013	14	823.14	138.60	75.98	62.62	0.00
6	9/17/2013	10/1/2013	14	760.52	138.60	70.20	68.40	0.00
7	10/1/2013	10/15/2013	14	692.12	138.60	63.88	74.72	0.00
8	10/15/2013	10/29/2013	14	617.40	138.60	56.99	81.61	0.00
9	10/29/2013	11/12/2013	14	535.79	138.60	49.45	89.15	0.00
10	11/12/2013	11/26/2013	14	446.64	138.60	41.22	97.38	0.00
11	11/26/2013	12/10/2013	14	349.25	138.60	32.24	106.36	0.00
12	12/10/2013	12/24/2013	14	242.50	138.60	22.42	116.18	0.00
13	12/24/2013	1/7/2014	14	125.72	138.42	11.70	126.72	0.00

\$1,000 for 12 months

1000	20.50	1770.62
25	220.50	1770.62
2	220.50	1770.62
12	220.50	1770.62
97 3/2013	247.89709	1770.62
67 3/2013	23.00	1770.62
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\$1,000 Bi-Weekly for 12 months

Amount	1000	Rate	105.21	Total	2,734.79
Term	25	Rate	105.21	Total	1,709.79
Frequency	0523	Rate	104.54	Total	
Number of Payments	26	Rate	26	Total	1,734.79
Start Date	7/ 9/2013	Rate	247.90475	Total	
End Date	7/23/2013	Rate	0	Total	
Frequency	Bi-Weekly	Rate		Total	

Payment	From Date	To Date	Period	Start Principal Balance	Payment	Total Interest	Total Principal	Balance
1	7/9/2013	7/23/2013	14	1025.00	105.21	94.61	10.60	0.00
2	7/23/2013	8/6/2013	14	1014.40	105.21	93.63	11.58	0.00
3	8/6/2013	8/20/2013	14	1002.82	105.21	92.56	12.65	0.00
4	8/20/2013	9/3/2013	14	990.17	105.21	91.39	13.82	0.00
5	9/3/2013	9/17/2013	14	976.35	105.21	90.12	15.09	0.00
6	9/17/2013	10/1/2013	14	961.26	105.21	88.72	16.49	0.00
7	10/1/2013	10/15/2013	14	944.77	105.21	87.20	18.01	0.00
8	10/15/2013	10/29/2013	14	926.76	105.21	85.54	19.67	0.00
9	10/29/2013	11/12/2013	14	907.09	105.21	83.72	21.49	0.00
10	11/12/2013	11/26/2013	14	885.60	105.21	81.74	23.47	0.00
11	11/26/2013	12/10/2013	14	862.13	105.21	79.57	25.64	0.00
12	12/10/2013	12/24/2013	14	836.49	105.21	77.21	28.00	0.00
13	12/24/2013	1/7/2014	14	808.49	105.21	74.62	30.59	0.00

\$2,000 for 1 year, monthly

2000	378.19	4,538.15
50	378.19	2,488.15
15	378.06	2,538.15
12	12	185,997.65
7/ 9/2013	0	0
8/ 9/2013		
Monthly		

Period	Start Date	End Date	Days in Period	Start Principal Bal.	Rate	Amount	Total Interest	Principal	Interest
1	7/9/2013	8/9/2013	30	2050.00	378.19	307.50	70.69	0.00	0.00
2	8/9/2013	9/9/2013	30	1979.31	378.19	296.90	81.29	0.00	0.00
3	9/9/2013	10/9/2013	30	1898.02	378.19	284.70	83.49	0.00	0.00
4	10/9/2013	11/9/2013	30	1804.53	378.19	270.68	107.51	0.00	0.00
5	11/9/2013	12/9/2013	30	1697.02	378.19	254.55	123.64	0.00	0.00
6	12/9/2013	1/9/2014	30	1573.38	378.19	236.01	142.18	0.00	0.00
7	1/9/2014	2/9/2014	30	1431.20	378.19	214.98	163.51	0.00	0.00
8	2/9/2014	3/9/2014	30	1267.69	378.19	190.15	188.04	0.00	0.00
9	3/9/2014	4/9/2014	30	1079.65	378.19	161.95	216.24	0.00	0.00
10	4/9/2014	5/9/2014	30	863.41	378.19	129.51	248.68	0.00	0.00
11	5/9/2014	6/9/2014	30	614.73	378.19	92.21	285.98	0.00	0.00
12	6/9/2014	7/9/2014	30	328.75	378.06	49.31	328.75	0.00	0.00

\$2,000 for 1 year, bi-weekly

Term	2000	172.12	4,475.11
Frequency	50	172.12	2,425.11
Present Value	0.6923	172.11	
Annual Rate	26	26	2,475.11
Start Date	7/ 9/2013	186.97498	
End Date	7/23/2013	0	
Frequency	Bi-Weekly		

Amortization

Period	Start Date	End Date	Days in Period	Start Principal Balance	End Principal Balance	Payment	Interest	Principal
1	7/9/2013	7/23/2013	14	2050.00	172.12	141.92	30.20	0.00
2	7/23/2013	8/6/2013	14	2019.80	172.12	139.83	32.29	0.00
3	8/6/2013	8/20/2013	14	1987.51	172.12	137.60	34.52	0.00
4	8/20/2013	9/3/2013	14	1952.99	172.12	135.21	36.91	0.00
5	9/3/2013	9/17/2013	14	1916.08	172.12	132.65	39.47	0.00
6	9/17/2013	10/1/2013	14	1876.61	172.12	129.92	42.20	0.00
7	10/1/2013	10/15/2013	14	1834.41	172.12	127.00	45.12	0.00
8	10/15/2013	10/29/2013	14	1789.29	172.12	123.87	48.25	0.00
9	10/29/2013	11/12/2013	14	1741.04	172.12	120.53	51.59	0.00
10	11/12/2013	11/26/2013	14	1689.45	172.12	116.96	55.16	0.00
11	11/26/2013	12/10/2013	14	1634.29	172.12	113.14	58.98	0.00
12	12/10/2013	12/24/2013	14	1575.31	172.12	109.06	63.06	0.00
13	12/24/2013	1/7/2014	14	1512.25	172.12	104.69	67.43	0.00

\$4,000 for 2 years, monthly

Amount	4000	Rate	541.44	Term	12,993.32
Frequency	75	Rate	541.44	Term	8,318.32
Period	125	Rate	540.20	Term	8,993.32
Number of Payments	24	Rate	24	Term	0
Start Date	7/ 9/2013	Rate	153,371.80	Term	0
End Date	8/ 9/2013	Rate	0	Term	0
Payment Type	Monthly	Rate		Term	0

Period	From Date	To Date	Days in Period	Start Balance	End Balance	Interest	Principal	Balance
1	7/9/2013	8/9/2013	30	4075.00	541.44	509.38	32.06	0.00
2	8/9/2013	9/9/2013	30	4042.94	541.44	505.37	36.07	0.00
3	9/9/2013	10/9/2013	30	4006.87	541.44	500.86	40.58	0.00
4	10/9/2013	11/9/2013	30	3966.29	541.44	495.79	45.65	0.00
5	11/9/2013	12/9/2013	30	3920.64	541.44	490.08	51.36	0.00
6	12/9/2013	1/9/2014	30	3869.28	541.44	483.66	57.78	0.00
7	1/9/2014	2/9/2014	30	3811.50	541.44	476.44	65.00	0.00
8	2/9/2014	3/9/2014	30	3746.50	541.44	468.31	73.13	0.00
9	3/9/2014	4/9/2014	30	3673.37	541.44	459.17	82.27	0.00
10	4/9/2014	5/9/2014	30	3591.10	541.44	448.89	92.55	0.00
11	5/9/2014	6/9/2014	30	3498.55	541.44	437.32	104.12	0.00
12	6/9/2014	7/9/2014	30	3394.43	541.44	424.30	117.14	0.00
13	7/9/2014	8/9/2014	30	3277.29	541.44	409.66	131.78	0.00

\$4,000 for 2 years, bi-weekly

Amount	4000	Interest Rate	7.5	Term (Years)	2	Term (Months)	24	Payment Frequency	Bi-Weekly
Monthly Payment	167.69	Monthly Interest	248.54	Total Interest	12,923.57	Total Payments	8,848.57	Current Period	1
Number of Payments	52	Current Period	248.54	Current Period	248.54	Current Period	248.54	Current Period	248.54
Start Date	7/9/2013	End Date	7/23/2013	Days in Period	14	Start Principal Balance	4075.00	End Principal Balance	235.09
Start Date	7/23/2013	End Date	8/6/2013	Days in Period	14	Start Principal Balance	4061.55	End Principal Balance	234.31
Start Date	8/6/2013	End Date	8/20/2013	Days in Period	14	Start Principal Balance	4047.32	End Principal Balance	233.49
Start Date	8/20/2013	End Date	9/3/2013	Days in Period	14	Start Principal Balance	4032.27	End Principal Balance	232.62
Start Date	9/3/2013	End Date	9/17/2013	Days in Period	14	Start Principal Balance	4016.35	End Principal Balance	231.70
Start Date	9/17/2013	End Date	10/1/2013	Days in Period	14	Start Principal Balance	3999.51	End Principal Balance	230.73
Start Date	10/1/2013	End Date	10/15/2013	Days in Period	14	Start Principal Balance	3981.70	End Principal Balance	229.70
Start Date	10/15/2013	End Date	10/29/2013	Days in Period	14	Start Principal Balance	3962.86	End Principal Balance	228.62
Start Date	10/29/2013	End Date	11/12/2013	Days in Period	14	Start Principal Balance	3942.94	End Principal Balance	227.47
Start Date	11/12/2013	End Date	11/26/2013	Days in Period	14	Start Principal Balance	3921.87	End Principal Balance	226.25
Start Date	11/26/2013	End Date	12/10/2013	Days in Period	14	Start Principal Balance	3899.58	End Principal Balance	224.97
Start Date	12/10/2013	End Date	12/24/2013	Days in Period	14	Start Principal Balance	3876.01	End Principal Balance	223.61
Start Date	12/24/2013	End Date	1/7/2014	Days in Period	14	Start Principal Balance	3851.08	End Principal Balance	222.17

Amortization

Period	Start Date	End Date	Days in Period	Start Principal Balance	End Principal Balance	Interest	Principal	Total
1	7/9/2013	7/23/2013	14	4075.00	235.09	13.45	0.00	0.00
2	7/23/2013	8/6/2013	14	4061.55	234.31	14.23	0.00	0.00
3	8/6/2013	8/20/2013	14	4047.32	233.49	15.05	0.00	0.00
4	8/20/2013	9/3/2013	14	4032.27	232.62	15.92	0.00	0.00
5	9/3/2013	9/17/2013	14	4016.35	231.70	16.84	0.00	0.00
6	9/17/2013	10/1/2013	14	3999.51	230.73	17.81	0.00	0.00
7	10/1/2013	10/15/2013	14	3981.70	229.70	18.84	0.00	0.00
8	10/15/2013	10/29/2013	14	3962.86	228.62	19.92	0.00	0.00
9	10/29/2013	11/12/2013	14	3942.94	227.47	21.07	0.00	0.00
10	11/12/2013	11/26/2013	14	3921.87	226.25	22.29	0.00	0.00
11	11/26/2013	12/10/2013	14	3899.58	224.97	23.57	0.00	0.00
12	12/10/2013	12/24/2013	14	3876.01	223.61	24.93	0.00	0.00
13	12/24/2013	1/7/2014	14	3851.08	222.17	26.37	0.00	0.00

207.190

TO VERIFY AUTHENTICITY, SEE REVERSE SIDE FOR DESCRIPTION OF THE 11 SECURITY FEATURES

CheckSmart
Consumer Loans • Checks • Cashier
1701 First Rd., Suite 200
Columbia, SC 29201

Fifth Third Bank
Columbia, MI

**** Void after 90 days ****
74-1329/724

CHECK# 207190
DATE 09-03-2013
M M D D Y Y Y Y

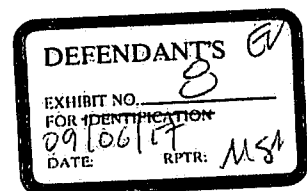
\$ *****300.00

PAID THREE HUNDRED AND 00/100 ----- Dollars

TO THE ORDER OF SC CONSUMER FINANCE
1205 PENDLETON STREET
SUITE 306
COLUMBIA, SC 29201

Authorized Signature

		ANNUAL PERCENTAGE RATE	FINANCE CHARGE	Amount Financed	Total of Payments
Payment Term (Months)	Payment Cycle	The cost of your credit as a yearly rate.	The dollar amount the credit will cost you.	The amount of credit provided to you or on your behalf.	The amount you will have paid after you have made all payments as scheduled.
6	Monthly	252.03%	\$849.31	\$1,000.00	\$1,849.31
6	Bi-Weekly	252.18%	\$801.62	\$1,000.00	\$1,801.62
12	Monthly	248.00%	\$1,770.62	\$1,000.00	\$2,770.62
12	Bi-Weekly	247.90%	\$1,734.79	\$1,000.00	\$2,734.79
12	Monthly	187.00%	\$2,538.15	\$2,000.00	\$4,538.15
12	Bi-Weekly	186.97%	\$2,475.11	\$2,000.00	\$4,475.11
24	Monthly	153.37%	\$8,993.32	\$4,000.00	\$12,993.32
24	Bi-Weekly	153.34%	\$8,923.57	\$4,000.00	\$12,923.57



First \$1,000 for 6 months using monthly

Form1

Amount Financed: 1000

Prepaid Total: 25

Periodic Interest Rate: 20

Number of Payments: 6

Date of Loan: 7/ 9/2013

First Payment Due Date: 8/ 9/2013

Frequency: Monthly

Calculate APR: ☒ Regular First Payment: ☒

Truncate Interest at each Payment: ☒

Calculate Payment Results

First Pmt Amt: 308.23

Regular Pmt Amt: 308.23

Last Pmt Amt: 308.16

Nbr of Payments: 6

APR: 252.03214

Pmts Reverse Amort: 0

Total Pmts: 1,849.31

Total Interest: 824.31

Total Finance Charge: 849.31

Test by Payment Amount

Payment Amount:

Calculate by Payment

Reverse Amortization Information

Check for reverse amortization: ☒

Number Pmts reverse to allow: 0

Fill in Sample Data Save Settings

Amortization Day Count Test APR Test

Pmt #	From Date	To Date	Days in Period	Start Principal Bal	Pmt Amount	To Interest	To Principal	Unpaid Jr
1	7/9/2013	8/9/2013	30	1025.00	308.23	205.00	103.23	0.00
2	8/9/2013	9/9/2013	30	921.77	308.23	184.35	123.88	0.00
3	9/9/2013	10/9/2013	30	797.89	308.23	159.58	148.65	0.00
4	10/9/2013	11/9/2013	30	649.24	308.23	129.85	178.38	0.00
5	11/9/2013	12/9/2013	30	470.86	308.23	94.17	214.06	0.00
6	12/9/2013	1/9/2014	30	256.80	308.16	51.36	256.80	0.00

\$1,000 for 6 months using bi-weekly

Form1

Amount Financed: 1000
 Prepaid Total: 25
 Periodic Interest Rate: .0923
 Number of Payments: 13
 Date of Loan: 7/9/2013
 First Payment (Due Date): 7/23/2013
 Frequency: Bi-Weekly
☒ Calculate APR
☒ Irregular First Payment
☒ Truncate Interest at each Payment

Calculate Payment Results
 First Pmt Amt: 138.60
 Regular Pmt Amt: 138.60
 Last Pmt Amt: 138.42
 Nbr of Payments: 13
 APR: 252.19111
 Pmts Reverse Amort: 0

Total Pmts: 1,801.62
 Total Interest: 776.62
 Total Finance Charge: 801.62

Test by Payment Amount
 Payment Amount:

Reverse Amortization Information
☐ Check for reverse amortization
 Number Pmts reverse to allow: 0

Amortization ☒ Day Count Test ☒ APR Test

Pmt #	From Date	To Date	Days in Period	Start Principal Bal	Pmt Amount	To Interest	To Principal	Unpaid Bal
1	7/9/2013	7/23/2013	14	1025.00	138.60	94.61	43.99	0.00
2	7/23/2013	8/6/2013	14	981.01	138.60	90.55	48.05	0.00
3	8/6/2013	8/20/2013	14	932.96	138.60	86.11	52.49	0.00
4	8/20/2013	9/3/2013	14	880.47	138.60	81.27	57.33	0.00
5	9/3/2013	9/17/2013	14	823.14	138.60	75.98	62.62	0.00
6	9/17/2013	10/1/2013	14	760.52	138.60	70.20	68.40	0.00
7	10/1/2013	10/15/2013	14	692.12	138.60	63.88	74.72	0.00
8	10/15/2013	10/29/2013	14	617.40	138.60	56.99	81.61	0.00
9	10/29/2013	11/12/2013	14	535.79	138.60	49.45	89.15	0.00
10	11/12/2013	11/26/2013	14	446.64	138.60	41.22	97.38	0.00
11	11/26/2013	12/10/2013	14	349.26	138.60	32.24	106.36	0.00
12	12/10/2013	12/24/2013	14	242.90	138.60	22.42	116.18	0.00
13	12/24/2013	1/7/2014	14	126.72	138.42	11.70	126.72	0.00

\$1,000 for 12 months

Form 1

Amount Financed: 1000
 Prepaid Total: 25
 Periodic Interest Rate: 2
 Number of Payments: 12
 Date of Loan: 7/9/2013
 First Payment Due Date: 8/9/2013
 Frequency: Monthly
 Calculate APR: ☒ Irregular First Payment: ☐
 Truncate Interest at each Payment: ☐

Calculate Payment Results
 First Pmt Amt: 230.90
 Regular Pmt Amt: 230.90
 Last Pmt Amt: 230.72
 Nbr of Payments: 12
 APR: 247.99709
 Pmts Reverse Amort: 0
 Total Pmts: 2,770.62
 Total Interest: 1,745.62
 Total Finance Charge: 1,770.62
 Read

Test by Payment Amount
 Payment Amount:
 Calc by Payment

Reverse Amortization Information
 Check for reverse amortization: ☐
 Number Pmts reverse to allow: 0
 Fill in Sample Data Save Settings

Amortization: Day Count Test APR Test

Pmt #	From Date	To Date	Days in Period	Start Principal Bal	Pmt Amount	To Interest	To Principal	Unpaid B
1	7/9/2013	8/9/2013	30	1025.00	230.90	205.00	25.90	0.00
2	8/9/2013	9/9/2013	30	999.10	230.90	199.82	31.08	0.00
3	9/9/2013	10/9/2013	30	968.02	230.90	193.60	37.30	0.00
4	10/9/2013	11/9/2013	30	930.72	230.90	186.14	44.76	0.00
5	11/9/2013	12/9/2013	30	885.56	230.90	177.19	53.71	0.00
6	12/9/2013	1/9/2014	30	832.25	230.90	166.45	64.45	0.00
7	1/9/2014	2/9/2014	30	767.60	230.90	153.56	77.34	0.00
8	2/9/2014	3/9/2014	30	690.46	230.90	138.09	92.81	0.00
9	3/9/2014	4/9/2014	30	597.65	230.90	119.53	111.37	0.00
10	4/9/2014	5/9/2014	30	486.28	230.90	97.26	133.64	0.00
11	5/9/2014	6/9/2014	30	352.64	230.90	70.53	160.37	0.00
12	6/9/2014	7/9/2014	30	192.27	230.72	38.45	192.27	0.00

\$1,000 Bi-Weekly for 12 months

Form 1

Amount Financed: 1000

Repaid Totals: 25

Periodic Interest Rate: .0923

Number of Payments: 26

Date of Loan: 7/ 9/2013

First Payment Due Date: 7/23/2013

Frequency: Bi-Weekly

Calculate APR: ☒ Irregular First Payment: ☐

Truncate Interest at each Payment: ☐

Calculate Payment Results:

First Pmt Amt: 105.21

Regular Pmt Amt: 105.21

Last Pmt Amt: 104.54

Nbr of Payments: 26

APR: 247.90476

Pmts Reverse Amort: 0

Total Pmts: 2,734.79

Total Interest: 1,709.79

Total Finance Charge: 1,734.79

Test by Payment Amount

Payment Amount:

Calculate by Payment:

Reverse Amortization Information

Check for reverse amortization: ☐

Number Pmts reverse to allow: 0

Read:

Calculate Payment:

Fill in Sample Data:

Save Settings:

Amortization:

Pmt #	From Date	To Date	Days in Period	Start Principal Bal	Pmt Amount	To Interest	To Principal	Unpaid
1	7/9/2013	7/23/2013	14	1025.00	105.21	94.61	10.60	0.00
2	7/23/2013	8/6/2013	14	1014.40	105.21	93.63	11.58	0.00
3	8/6/2013	8/20/2013	14	1002.82	105.21	92.56	12.65	0.00
4	8/20/2013	9/3/2013	14	990.17	105.21	91.39	13.82	0.00
5	9/3/2013	9/17/2013	14	976.35	105.21	90.12	15.09	0.00
6	9/17/2013	10/1/2013	14	961.26	105.21	88.72	16.49	0.00
7	10/1/2013	10/15/2013	14	944.77	105.21	87.20	18.01	0.00
8	10/15/2013	10/29/2013	14	926.76	105.21	85.54	19.67	0.00
9	10/29/2013	11/12/2013	14	907.09	105.21	83.72	21.49	0.00
10	11/12/2013	11/26/2013	14	885.60	105.21	81.74	23.47	0.00
11	11/26/2013	12/10/2013	14	862.13	105.21	79.57	25.64	0.00
12	12/10/2013	12/24/2013	14	836.49	105.21	77.21	28.00	0.00
13	12/24/2013	1/7/2014	14	808.49	105.21	74.62	30.59	0.00

\$2,000 for 1 year, monthly

Form 1

Amount Financed: 2000
 Prepaid Total: 50
 Periodic Interest Rate: 15
 Number of Payments: 12
 Date of Loan: 7/ 9/2013
 First Payment Due Date: 8/ 9/2013
 Frequency: Monthly
 Calculate APR: ☒ Irregular First Payment: ☐
 Truncate Interest at each Payment: ☐

Calculate Payment Results
 First Pmt Amt: 378.19
 Regular Pmt Amt: 378.19
 Last Pmt Amt: 378.06
 Nbr of Payments: 12
 APR: 186.99765
 Pmts Reverse Amort: 0

Total Pmts: 4,538.15
 Total Interest: 2,488.15
 Total Finance Charge: 2,538.15

Test by Payment Amount
 Payment Amount:

 Reverse Amortization Information
 Check for reverse amortization: ☐
 Number Pmts reverse to allow: 0

Amortization

Pmt #	From Date	To Date	Days in Period	Start Principal Bal	Pmt Amount	To Interest	To Principal	Unpaid In
1	7/9/2013	8/9/2013	30	2050.00	378.19	307.50	70.69	0.00
2	8/9/2013	9/9/2013	30	1979.31	378.19	296.90	81.29	0.00
3	9/9/2013	10/9/2013	30	1898.02	378.19	284.70	93.49	0.00
4	10/9/2013	11/9/2013	30	1804.53	378.19	270.69	107.51	0.00
5	11/9/2013	12/9/2013	30	1697.02	378.19	254.55	123.64	0.00
6	12/9/2013	1/9/2014	30	1573.38	378.19	236.01	142.18	0.00
7	1/9/2014	2/9/2014	30	1431.20	378.19	214.68	163.51	0.00
8	2/9/2014	3/9/2014	30	1267.69	378.19	190.15	188.04	0.00
9	3/9/2014	4/9/2014	30	1079.65	378.19	161.95	216.24	0.00
10	4/9/2014	5/9/2014	30	863.41	378.19	129.51	248.68	0.00
11	5/9/2014	6/9/2014	30	614.73	378.19	92.21	285.98	0.00
12	6/9/2014	7/9/2014	30	328.75	378.06	49.31	328.75	0.00

\$2,000 for 1 year, bi-weekly

Form 1

Amount Financed: 2000
 Prepaid Total: 50
 Periodic Interest Rate: .06923
 Number of Payments: 26
 Date of Loan: 7/ 9/2013
 First Payment Due Date: 7/23/2013
 Frequency: Bi-Weekly
 Calculate APR: ☒ Irregular First Payment: ☐
 Truncate Interest at each Payment: ☐

Calculate Payment Results
 First Pmt Amt: 172.12
 Regular Pmt Amt: 172.12
 Last Pmt Amt: 172.11
 Nbr of Payments: 26
 APR: 186.97498
 Pmts Reverse Amort: 0
 Total Pmts: 4,475.11
 Total Interest: 2,425.11
 Total Finance Charge: 2,475.11
 Read
 Calculate Payment

Test by Payment Amount
 Payment Amount:
 Calculate Payment
 Reverse Amortization Information
 Check for reverse amortization: ☐
 Number Pmts reverse to allow: 0
 Load Sample Data Save Settings

Amortization Day Count Test APR Test

Pmt #	From Date	To Date	Days in Period	Start Principal Bal	Pmt Amount	To Interest	To Principal	Unpa
1	7/9/2013	7/23/2013	14	2050.00	172.12	141.92	30.20	0.00
2	7/23/2013	8/6/2013	14	2019.80	172.12	139.83	32.29	0.00
3	8/6/2013	8/20/2013	14	1987.51	172.12	137.60	34.52	0.00
4	8/20/2013	9/3/2013	14	1952.99	172.12	135.21	36.91	0.00
5	9/3/2013	9/17/2013	14	1916.08	172.12	132.65	39.47	0.00
6	9/17/2013	10/1/2013	14	1876.61	172.12	129.92	42.20	0.00
7	10/1/2013	10/15/2013	14	1834.41	172.12	127.00	45.12	0.00
8	10/15/2013	10/29/2013	14	1789.29	172.12	123.87	48.25	0.00
9	10/29/2013	11/12/2013	14	1741.04	172.12	120.53	51.59	0.00
10	11/12/2013	11/26/2013	14	1689.45	172.12	116.96	55.16	0.00
11	11/26/2013	12/10/2013	14	1634.29	172.12	113.14	58.98	0.00
12	12/10/2013	12/24/2013	14	1575.31	172.12	109.06	63.06	0.00
13	12/24/2013	1/7/2014	14	1512.25	172.12	104.69	67.43	0.00

\$4,000 for 2 years, monthly

Form1

Amount Financed: 4000
 Prepaid Total: 75
 Periodic Interest Rate: 125
 Number of Payments: 24
 Date of Loan: 7/ 9/2013
 First Payment Due Date: 8/ 9/2013
 Frequency: Monthly
☒ Calculate APR
☒ Irregular First Payment
☐ Truncate Interest at each Payment

Calculate Payment Results
 First Pmt Amt: 541.44
 Regular Pmt Amt: 541.44
 Last Pmt Amt: 540.20
 Nbr of Payments: 24
 APR: 153.37180
 Pmts Reverse Amort: 0

Total Pmts: 12,993.32
 Total Interest: 8,918.32
 Total Finance Charge: 8,993.32

Test by Payment Amount
 Payment Amount:

Reverse Amortization Information
☐ Check for reverse amortization
 Number Pmts reverse to allow: 0

Amortization

Pmt #	From Date	To Date	Days in Period	Start Principal Bal	Pmt Amount	To Interest	To Principal	Unpa
1	7/9/2013	8/9/2013	30	4075.00	541.44	509.38	32.06	0.00
2	8/9/2013	9/9/2013	30	4042.94	541.44	505.37	36.07	0.00
3	9/9/2013	10/9/2013	30	4006.87	541.44	500.86	40.58	0.00
4	10/9/2013	11/9/2013	30	3966.29	541.44	495.79	45.65	0.00
5	11/9/2013	12/9/2013	30	3920.64	541.44	490.08	51.36	0.00
6	12/9/2013	1/9/2014	30	3869.28	541.44	483.66	57.78	0.00
7	1/9/2014	2/9/2014	30	3811.50	541.44	476.44	65.00	0.00
8	2/9/2014	3/9/2014	30	3746.50	541.44	468.31	73.13	0.00
9	3/9/2014	4/9/2014	30	3673.37	541.44	459.17	82.27	0.00
10	4/9/2014	5/9/2014	30	3591.10	541.44	448.89	92.55	0.00
11	5/9/2014	6/9/2014	30	3498.55	541.44	437.32	104.12	0.00
12	6/9/2014	7/9/2014	30	3394.43	541.44	424.30	117.14	0.00
13	7/9/2014	8/9/2014	30	3277.29	541.44	409.66	131.78	0.00

\$4,000 for 2 years, bi-weekly

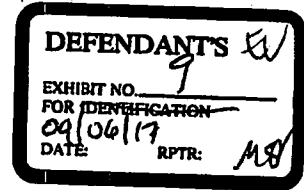
Form1

Amount Financed	4000	Calculate Payment Results		Test by Payment Amount	
Prepaid Total	75	First Pmt Amt	248.54	Total Pmts	12,923.57
Periodic Interest Rate	05769	Regular Pmt Amt	248.54	Total Interest	8,848.57
Number of Payments	52	Last Pmt Amt	248.03	Total Finance Charge	8,923.57
Date of Loan	7/ 9/2013	Nbr of Payments	52	APR	153.34295
First Payment Due Date	7/23/2013	Pmts Reverse Amort	0	Reverse Amortization Information	
Frequency	Bi-Weekly	Calculate Payment		Check for reverse amortization	
Calculate APR	☒	Irregular First Payment		Number Pmts reverse to allow	
Truncate Interest at each Payment	☒	Read		0	
		Calculate Payment		File Sample Data Save Setup	

Amortization Day Count Test APR Test

Pmt #	From Date	To Date	Days in Period	Start Principal Bal	Pmt Amount	To Interest	To Principal	Unpa
1	7/9/2013	7/23/2013	14	4075.00	248.54	235.09	13.45	0.00
2	7/23/2013	8/6/2013	14	4061.55	248.54	234.31	14.23	0.00
3	8/6/2013	8/20/2013	14	4047.32	248.54	233.49	15.05	0.00
4	8/20/2013	9/3/2013	14	4032.27	248.54	232.62	15.92	0.00
5	9/3/2013	9/17/2013	14	4016.35	248.54	231.70	16.84	0.00
6	9/17/2013	10/1/2013	14	3999.51	248.54	230.73	17.81	0.00
7	10/1/2013	10/15/2013	14	3981.70	248.54	229.70	18.84	0.00
8	10/15/2013	10/29/2013	14	3962.86	248.54	228.62	19.92	0.00
9	10/29/2013	11/12/2013	14	3942.94	248.54	227.47	21.07	0.00
10	11/12/2013	11/26/2013	14	3921.87	248.54	226.25	22.29	0.00
11	11/26/2013	12/10/2013	14	3899.58	248.54	224.97	23.57	0.00
12	12/10/2013	12/24/2013	14	3876.01	248.54	223.61	24.93	0.00
13	12/24/2013	1/7/2014	14	3851.08	248.54	222.17	26.37	0.00

State of South Carolina



STATE BOARD OF FINANCIAL INSTITUTIONS SUPERVISED LENDERS LICENSE No. S-8,209

This is to Certify That.....Cash Central of South Carolina, LLC.....

.....Logan, UT.....

has complied with the provisions of the South Carolina Consumer Protection Code, Section 37-3-503, required of applicants before they shall commence business under this code, and their application to engage in such business at

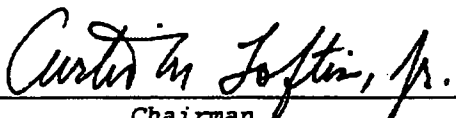
.....www.cashcentral.com.....

in accordance with the terms of said code, has been approved by the State Board of Financial Institutions.

NOW, THEREFORE, Be it known that the aforesaid applicants are hereby authorized to carry on the business of making supervised loans in accordance with the provisions of the Consumer Protection Code subject to revocation as authorized by its provisions.

THIS LICENSE IS NOT TRANSFERABLE OR ASSIGNABLE

IN WITNESS WHEREOF, I have hereunto set my hand this 2nd day of October, 2013, at Columbia, South Carolina.


Chairman
STATE BOARD OF FINANCIAL INSTITUTIONS

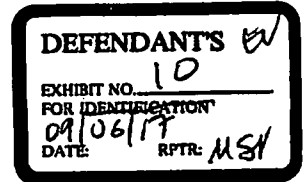

Acting Commissioner, Consumer Finance Division
STATE BOARD OF FINANCIAL INSTITUTIONS

**DEFENDANT'S
TRIAL
EXHIBIT 9**

THIS LICENSE MUST BE CONSPICUOUSLY POSTED IN THE PUBLIC OFFICE

0651

State of South Carolina



STATE BOARD OF FINANCIAL INSTITUTIONS SUPERVISED LENDERS L I C E N S E No. S-8,208

This is to Certify That.....Cash Central of South Carolina, LLC.....
.....Logan, UT.....

has complied with the provisions of the South Carolina Consumer Protection Code, Section 37-3-503, required of applicants before they shall commence business under this code, and their application to engage in such business at

.....84 East 2400 Noth, Logan, Utah 84341.....

.....
under the name of.....Cash Central of South Carolina, LLC.....

in accordance with the terms of said code, has been approved by the State Board of Financial Institutions.

NOW, THEREFORE, Be it known that the aforesaid applicants are hereby authorized to carry on the business of making supervised loans in accordance with the provisions of the Consumer Protection Code subject to revocation as authorized by its provisions.

THIS LICENSE IS NOT TRANSFERABLE OR ASSIGNABLE

IN WITNESS WHEREOF, I have hereunto set my hand this 2nd day of October, 2013, at Columbia, South Carolina.

Curtis M. Loftin, Jr.

Chairman
STATE BOARD OF FINANCIAL INSTITUTIONS

[Signature]

Acting Commissioner, Consumer Finance Division
STATE BOARD OF FINANCIAL INSTITUTIONS

**DEFENDANT'S
TRIAL
EXHIBIT 10**

THIS LICENSE MUST BE CONSPICUOUSLY POSTED IN THE PUBLIC OFFICE

0413

This is a fast environment



Wednesday, October 23, 2013
Customer Service 1-800-460-4336

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South Carolina Fee Schedule

Click [here](#) if you reside in a different state

[View Signature Fees](#)

Signature Installment Loan Fees

South Carolina Signature Installment loans are available in amounts from \$750.00 up to \$5000.00 based on your qualification. Cash Central Signature Installment loans are paid in regular payments over 6, 12, 18, 24, 36 months based on your selection of terms in either monthly or bi-weekly payments with finance fees calculated daily. Early loan repayment reduces overall finance fees. Late payments accrue additional finance fees and charges.

Representative Example of Signature Installment Loan Fees:

12 month Signature Installment Loan of \$1500.00 Loan Amount would require 12 payments of \$319.12, APR: 238.00%*

To view specific examples of a Signature Installment Loan, select from the drop down menus below. Your results will be shown below once you selected loan amount, 1st Payment Date, and duration and click the "Submit" button.

Loan Amount	1st Payment Date	Payment Schedule	Loan Duration (Months)
\$4000.00	11/10/2013	Monthly	24



Available, selected terms are based on qualification

A 24 month Signature Installment Loan of \$4000.00 with a 1st payment date of 11/10/2013 would require 24 payments of \$583.08, final payment due 10/10/2015, APR: 179.00%*

If you have any questions or concerns regarding your Cash Central loan, please feel free to call us at 1-800-460-4336 or contact us via email, chat, fax, or standard mail.

*APR may change based on first payment date selected. Administrative/Origination fee may be included in the calculation of finance charges.

Customer Notice: A single payday loan is typically for two to four weeks; however, some customers use these loans over a period of months, which can be expensive. Payday loans are not recommended as long term financial solutions. Customers with credit difficulties should seek credit counseling.



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of the [Community
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Association of America](#)



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Twitter or Google+ for
exclusive discounts and
updates.



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night you can easily apply
in the privacy of your
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CASHCENTRAL 000229

DEFENDANT'S

EXHIBIT NO. 11
FOR IDENTIFICATION

09/06/17
DATE RPTR: MS

DEFENDANT'S
TRIAL
EXHIBIT 11

From: Bridgette Roman <broman@ccfi.com>
Sent: Friday, April 22, 2016 2:54 PM
To: JoAnne Wessinger Hill (JWessingerHill@RichardsonPlowden.com)
Subject: From Rebecca Fox's email
Attachments: SC-Fee-Page.jpg; SC-Fee-Chart - edited.xlsx

Joanne:

Below the thick line you will see an email string that we were able to resurrect from Rebecca Fox's emails. Clearly, Rebecca was in contact with someone from the state at the time of the website launch and the two of them were addressing specifics of the fee disclosures and how the disclosure would appear on the website. This certainly creates an inference that they found the disclosures to be adequate and appropriate at that time. I found three names of folks with the State with whom Rebecca and Amy Jennings were in contact prior to and at the time of the launch: Ron (with perhaps a last name of "Good"), Sam Polson and Adriane Robinson.

Again, seems like reasonable evidence of good faith, which is supportive of any errors being bona fide errors.

Oh, I will be in meetings in California the entire week next week. Please attempt to hold anything you might need from me to the following week (May 2nd). If something is critically urgent, please call me cell: 614-371-4433.

Bridgette

From: Rebecca Fox
Sent: Tuesday, November 05, 2013 2:57 PM
To: Dan Vinton; Lisa Vittorini
Subject: FW: South Carolina Landing PAGE

Lisa

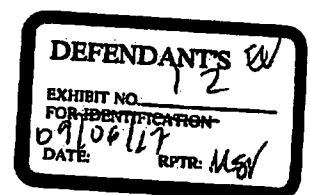
SC wants our rate chart as provided to the state to be posted. Our rate chart provided is not as detailed as the different loans we actually offer and for fear of it turning into a Texas like page, I slimmed it down to what we provided to the state but there is still the APR box that the consumer can play around with to get their specific details. We're all new to SC so was going to give this a go on the first round. Let me know if you feel otherwise.

Otherwise I'm good with this. thanks, r

Thanks, r

From: Dan Vinton [<mailto:danv@directfinancialsolutions.com>]
Sent: Monday, November 04, 2013 3:04 PM
To: Rebecca Fox
Subject: RE: South Carolina Landing PAGE

Hi Rebecca-



Updated as per below.

Best regards-

Dan Vinton
Online Marketing Manager
Direct Financial Solutions
435.774.8202

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From: Rebecca Fox [<mailto:rfox@ccfi.com>]
Sent: Wednesday, October 30, 2013 2:59 PM
To: Dan Vinton
Subject: RE: South Carolina Landing PAge

Yes please. thank you

From: Dan Vinton [<mailto:dantv@directfinancialsolutions.com>]
Sent: Wednesday, October 30, 2013 8:05 AM
To: Rebecca Fox
Subject: RE: South Carolina Landing PAge

The format of the attached fee chart but include all available options? We could certainly do that.

Best regards-

Dan Vinton
Online Marketing Manager
Direct Financial Solutions
435.774.8202

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From: Rebecca Fox [<mailto:rfox@ccfi.com>]
Sent: Tuesday, October 29, 2013 5:52 PM
To: Dan Vinton
Subject: RE: South Carolina Landing PAge

What about including all the information but in the format below? I think it's a bit easier to see and consume the information. r

Rebecca R Fox
Regional Counsel
California Check Cashing Stores| CheckSmart
Community Choice Financial
Direct 614-760-4163| Fax 614-760-4018
rfox@ccfi.com

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From: Dan Vinton [<mailto:danv@directfinancialsolutions.com>]
Sent: Tuesday, October 29, 2013 3:06 PM
To: Rebecca Fox
Subject: RE: South Carolina Landing PAge

Hi Becca-

Attached is the SC fees chart as sent to SC.

Best regards-

Dan Vinton
Online Marketing Manager
Direct Financial Solutions
435.774.8202

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From: Rebecca Fox [<mailto:rfox@ccfi.com>]
Sent: Tuesday, October 29, 2013 3:19 PM
To: Dan Vinton
Subject: RE: South Carolina Landing PAge

At a min let's show the amounts submitted to SC. Or can you email me the full chart and I'll narrow down? In table form or something.

From: Dan Vinton [<mailto:danv@directfinancialsolutions.com>]
Sent: Tuesday, October 29, 2013 1:46 PM
To: Rebecca Fox
Subject: RE: South Carolina Landing PAge

No probalo.

So question then in reconciling what's included on the chart vs. site's calculator and what must be/doesn't need to be included in it:

Is the fee chart provided to South Carolina meant to represent our full suite of offers or is it representative? The website shows varied loan amounts (\$750, \$1000, \$1500, \$2000, \$2500, \$3000, \$4000, \$5000) not included on the chart submitted to SC (\$1000, \$2000, \$4000).

Best regards-

Dan Vinton
Online Marketing Manager
Direct Financial Solutions
435.774.8202

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From: Rebecca Fox [<mailto:rfox@ccfi.com>]
Sent: Monday, October 28, 2013 5:24 PM
To: Dan Vinton
Subject: RE: South Carolina Landing PAge

Dan, sorry for the late reply - in a conference all day. the page looks good but I think we need the full fee chart. Amy might have what we provided to the state with our application. and I can't tell if the font on the attached is 14 but the disclosure needs to be bigger and I'd make sure the key terms outline below - loan finance charge an APR and credit service charge stand out, although I don't think we charge a credit service charge in which case I might state so under the fee schedule. thanks for turning this around so fast! r

From: Dan Vinton [danv@directfinancialsolutions.com]
Sent: Monday, October 28, 2013 12:06 PM
To: Rebecca Fox
Subject: RE: South Carolina Landing PAge

Hi Becca-

Mockup attached. On your review, I'll get it in to Dev.

Best regards-

Dan Vinton
Online Marketing Manager
Direct Financial Solutions
435.774.8202

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From: Rebecca Fox [mailto:rfox@ccfi.com]
Sent: Friday, October 25, 2013 4:08 PM
To: Dan Vinton
Subject: South Carolina Landing PAge

Dan – the below was in the SC summary which I don't think was widely circulated and I missed it on my SC state review page so it's on me but we need to update it with the below:

- o file and post a max rate schedule, stated as an APR, min 14 pt [RF1] font 37-3-305 / 28-70-2.305, 3.305
 - larger than other terms on disclosure need: Loan Finance Charge and Annual Percentage Rate. & Credit service Charge
 - Also required is the following disclosure:

"Consumers: All supervised and restricted creditors making consumer loans in South Carolina are required by law to post a schedule showing the maximum rate of LOAN FINANCE CHARGES stated as ANNUAL PERCENTAGE RATES that the creditor intends to charge for various types of consumer credit transactions.

The purpose of this requirement is to assist you in comparing the maximum rates that creditors charge, thereby furthering your understanding of the terms of consumer credit transactions and helping you to avoid the uninformed use of credit.

NOTE: Creditors are prohibited only from granting consumer credit at rates higher than those specified above. A creditor may be willing to grant you credit at rates that are lower than those specified, depending on the amount, terms, collateral and your credit worthiness."

Can you mock something up please? thanks, r

Rebecca R Fox
Regional Counsel
California Check Cashing Stores| CheckSmart
Community Choice Financial
Direct 614-760-4163 | Fax 614-760-4018

rfox@ccfi.com

CommunityChoice FINANCIAL

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STATES & FEES

- States, Licenses & Registration
- Cash Central Fees

South Carolina Fee Schedule

Click [here](#) if you reside in a different state

[view Signature Fees](#)

Signature Installment Loan Fees

South Carolina Signature Installment loans are available in amounts from \$750.00 up to \$5000.00 based on your qualification. Cash Central Signature Installment loans are paid in regular payments over 6, 12, 18, 24, 36 months based on your selection of terms in either monthly or bi-weekly payments with finance fees calculated daily. Early loan repayment reduces overall finance fees. Late payments accrue additional finance fees and charges.

Representative Example of Signature Installment Loan Fees:

12 month Signature Installment Loan of \$1500.00 Loan Amount would require 12 payments of \$319.12, APR: 238.00%.

To view specific examples of a Signature Installment Loan, select from the drop down menus below. Your results will be shown below once you selected loan amount, 1st Payment Date, and duration and click the "Submit" button.

Loan Amount: \$5000.00 1st Payment Date: 12/12/2013 Payment Schedule: BiWeekly Loan Duration (Months): 24

Available selected terms are based on qualification

		APR	Finance Charge	Amount Financed	Total Payments
		The cost of your credit at a yearly rate	The Dollar amount the credit will cost you	The amount of credit provided to you or on your behalf.	The amount you will have paid after you have made all payments as scheduled
Payment in Months	Payment Cycle				
6	Monthly	252.03%	\$849.31	\$1,000.00	\$1,849.31
6	Bi-Weekly	252.18%	\$801.62	\$1,000.00	\$1,801.62
12	Monthly	248.00%	\$1,770.62	\$1,000.00	\$2,770.62
12	Bi-Weekly	247.90%	\$1,734.79	\$1,000.00	\$2,734.79
12	Monthly	187.00%	\$2,538.15	\$2,000.00	\$4,538.15
12	Bi-Weekly	186.97%	\$2,475.11	\$2,000.00	\$4,475.11
24	Monthly	153.37%	\$8,993.32	\$4,000.00	\$12,993.32
24	Bi-Weekly	153.34%	\$8,923.57	\$4,000.00	\$12,923.57

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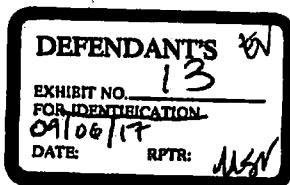
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If you have any questions or concerns regarding your Cash Central loan, please feel free to call us at 1-800-460-4356 or contact us via email, chat, fax or standard mail.

*APR may change based on first payment date selected. Administrative/Origination fee may be included in the calculation of finance charges.

DEV NOTE

Minimum text on the rate schedule MUST be 14 pt. as required by South Carolina disclosure requirements. The loan amounts are mocked up in 14 pt. APR and Finance charges must be in 14 pt. as well. Final numbers should be confirmed and verified with existing South Carolina fees.



Customer Notice: All single payee, loan related fees, limited to four weeks, however, consumers that use these loans over a period of months, who can use extensions. Repeat loans are not recommended as long-term financial solutions. Customers with credit difficulties should seek credit counseling.



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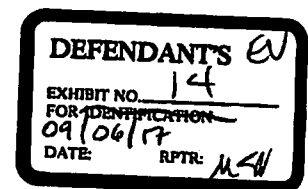
Secure Finance Data: Licensed, Safe, 100% and 100% secure. Protected by state law.



Confidentiality: Cash Central is a member of the Equal Housing Lender. We will not share your information with any third party.

APR		Finance Charge		Amount Financed	Total Payments
				The amount you will have paid after you have made all payments as scheduled	
Payment In Months	Payment Cycle	The cost of your credit at a yearly rate	The Dollar amount the credit will cost you	The amount of credit provided to you or on your behalf.	
6	Monthly	252.03%	\$849.31	\$1,000.00	\$1,849.31
6	Bi-Weekly	252.18%	\$801.62	\$1,000.00	\$1,801.62
12	Monthly	248.00%	\$1,770.62	\$1,000.00	\$2,770.62
12	Bi-Weekly	247.90%	\$1,734.79	\$1,000.00	\$2,734.79
12	Monthly	187.00%	\$2,538.15	\$2,000.00	\$4,538.15
12	Bi-Weekly	186.97%	\$2,475.11	\$2,000.00	\$4,475.11
24	Monthly	153.37%	\$8,993.32	\$4,000.00	\$12,993.32
24	Bi-Weekly	153.34%	\$8,923.57	\$4,000.00	\$12,923.57

Payment in Months	Payment Cycle		The cost of your credit at a yearly rate		The Dollar amount the credit will cost you		The amount of credit provided to you or on your behalf.	
	Bi-Weekly	Monthly	Bi-Weekly	Monthly				
6		252.18	252.03	801.62	849.31	1000	1801.62	1849.31
12		247.9	248					
12								
24								



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Name

First Name

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Email

Email Address

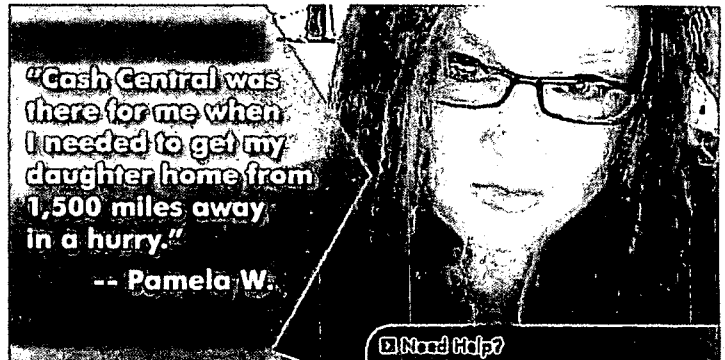
Confirm Email

State

Select...

Next

Amount available may differ by state* or income



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- Frequently Asked Questions
- Apply Now

- Customer Login
- Request a Loan
- Refinance your Loan
(Availability subject to state law)
- Make a Payment

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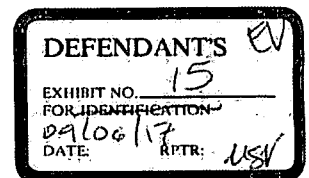


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Simple Process for Quick Money.

Name

First Name

Last Name

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Email Address

Confirm Email

State

Select...

Next

Amount available may differ by state* or income

"Cash Central has helped me a lot in paying my bills on time rather than waiting for my paycheck. THANKS, CASH CENTRAL!"

--Muzzamilullah S.

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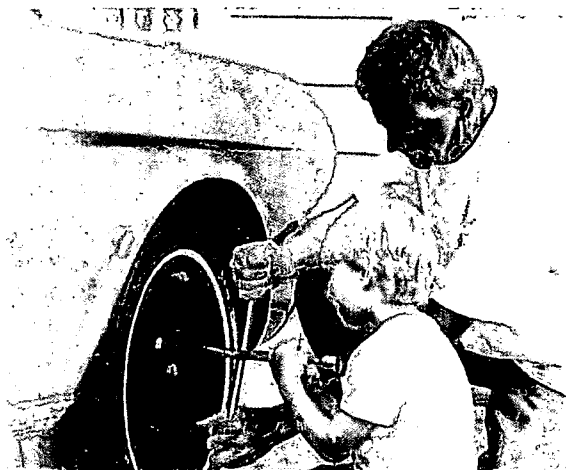
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Cash Central has been bridging financial gaps with secure, friendly and dependable loans since 2006. No matter what your financial emergency, relax. We're here to help.

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SIGNATURE INSTALLMENT LOANS

Signature Installment Loans are characterized by a series of monthly or biweekly payments usually over a period of twenty-four months. Signature Installment Loan amounts are typically between \$1,000 and \$5,000.

PAYDAY LOANS ONLINE

Payday loans are short-term cash loans directly deposited into your checking account by Cash Central. People from all walks of life generally use their payday loan for emergency expenses, including doctor bills, utility payments, rent payments, or to avoid bouncing a check (or checks) at their financial institution.

CASH CENTRAL HAS BEEN A VERY VALUABLE FINANCIAL TOOL FOR US. WE ARE NOW MUCH MORE FINANCIALLY STABLE BECAUSE OF YOUR SERVICE. JOB WELL DONE, THANK YOU!

-Rita

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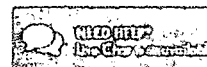


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CASH CENTRAL SAVED ME WHEN I NEEDED MONEY TO PAY MY BILLS. IT IS NICE TO BE ABLE TO DO A LOAN THROUGH THEM. THEY ALWAYS SEND ME REMINDERS OF WHEN A PAYMENT IS DUE. IT'S NICE THAT THEY ARE WILLING TO WORK WITH YOU ON YOUR PAYMENTS.

-Lisa



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PAYDAY & SIGNATURE INSTALLMENT LOANS

With almost half a million payday and installment loan customers let us show you how Cash Central can help your financial situation

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INSTALLMENT LOANS

Installment loans are characterized by a series of monthly, semi-monthly or biweekly payments usually over a period of twenty-four months. Installment loan amounts are typically between \$1,000 and \$5,000.

PAYDAY LOANS ONLINE

Payday loans are short-term cash loans directly deposited into your checking account by Cash Central. People from all walks of life generally use their payday loan for emergency expenses, including doctor bills, utility payments, rent payments, or to avoid bouncing a check (or checks) at their financial institution.

HUST GOT OFF THE PHONE WITH YOUR COMPANY AND THEY'D NEED HELP ME OUT IF
EVER YOU NEED A REFERENCE AS TO THE INTEGRITY OF YOUR COMPANY AND JUST HOW
GREAT YOU ARE TO WORK WITH PLEASE PUT ME DOWN

-Roger



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South Carolina Fee Schedule

Click [here](#) if you reside in a different state

[View Signature Fees](#)

Signature Installment Loan Fees

South Carolina Signature Installment loans are available in amounts from \$750.00 up to \$5000.00 based on your qualification. Cash Central Signature Installment loans are paid in regular payments over 6, 12, 18, 24 months based on your selection of terms in either monthly or bi-weekly payments with finance fees calculated daily. Early loan repayment reduces overall finance fees. Late payments accrue additional finance fees and charges

Representative Example of Signature Installment Loan Fees:

12 month Signature Installment Loan of \$1500.00 Loan Amount would require 12 payments of \$319.12. APR: 238.00%*

To view specific examples of a Signature Installment Loan, select from the drop down menus below. Your results will be shown below once you selected Loan Amount, 1st Payment Date, Payment Schedule, and Loan Duration and click the 'Submit' button

Loan Amount: 1st Payment Date: Payment Schedule: Loan Duration (Months):

Available selected terms are based on qualification

		APR	Finance Charge	Amount Financed	Total Payments
Payment in Months	Payment Cycle	The cost of your credit at a yearly rate	The dollar amount the credit will cost you	The amount of credit provided to you or on your behalf	The amount you will have paid after you have made all payments as scheduled
6	Monthly	239.99%	\$804.18	\$1,000.00	\$1,804.18
6	Bi-Weekly	239.72%	\$768.35	\$1,000.00	\$1,768.35
12	Monthly	239.99%	\$1,702.89	\$1,000.00	\$2,702.89
12	Bi-Weekly	239.81%	\$1,684.75	\$1,000.00	\$2,684.75
12	Monthly	180.00%	\$2,427.42	\$2,000.00	\$4,427.42
12	Bi-Weekly	179.90%	\$2,385.85	\$2,000.00	\$4,385.85
24	Monthly	150.00%	\$8,755.00	\$4,000.00	\$12,755.00
24	Bi-Weekly	149.95%	\$8,735.31	\$4,000.00	\$12,735.31

* The above APR is based on the first payment date 30 days from funding for monthly payments and 15 days for bi-weekly.

DEFENDANT'S
EXHIBIT NO. 16
FOR IDENTIFICATION
DATE: 09/06/17 RPTR: MB

**DEFENDANT'S
TRIAL
EXHIBIT 16**

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If you have any questions or concerns regarding your Cash Central loan, please feel free to call us at 1-800-460-4356 or contact us via email, chat, fax, or standard mail.

*APR may change based on first payment date selected. Administrative/Origination fee may be included in the calculation of finance charges

Customer Notice: A single payday loan is typically for two to four weeks. However, borrowers often use these loans over a period of months, which can be expensive. Payday loans are not recommended as long-term financial solutions. Customers with credit difficulties should seek credit counseling.



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[New Signature Fees](#)

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Loan Amount: 1st Payment Date: Payment Schedule: Loan Duration (Months):

Available selected terms are based on qualification

		APR [†]	Finance Charge	Amount Financed	Total Payments
Payment In Months	Payment Cycle	The cost of your credit at a yearly rate.	The dollar amount the credit will cost you.	The amount of credit provided to you or on your behalf.	The amount you will have paid after you have made all payments as scheduled.
12	Monthly	239.99%	\$1,702.89	\$1,000.00	\$2,702.89
12	Bi-Weekly	239.81%	\$1,684.75	\$1,000.00	\$2,684.75
12	Monthly	180.00%	\$2,427.42	\$2,000.00	\$4,427.42
12	Bi-Weekly	179.90%	\$2,385.85	\$2,000.00	\$4,385.85
24	Monthly	150.00%	\$8,755.00	\$4,000.00	\$12,755.00
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To see the South Carolina Consumer Information Pamphlet click [here](#).

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SIGNATURE INSTALLMENT LOAN FEES

South Carolina Signature Installment loans are available in amounts from \$750.00 up to \$5,000.00 based on your qualification. These loans are paid in regular payments over 6, 12, 18 or 24 months based on your selection of terms in either monthly or biweekly payments with finance fees calculated daily. Refinances result in more finance charges paid over the life of the loan. Early loan repayment reduces overall finance fees. Late payments accrue additional finance fees and charges.

REPRESENTATIVE EXAMPLE OF SIGNATURE INSTALLMENT LOAN FEES:

12 month Signature Installment Loan of \$1,000.00 Loan Amount would require 12 payments of \$225.27. APR: 239.99%.

To view specific examples of a Signature Installment Loan, select from the drop down menus below. Your results will be shown below once you selected loan Amount, 1st Payment Date, Payment Schedule, and Loan Duration and click the "Submit" button.

Loan Amount

\$1,000.00

1st Payment Date

10/17/2014

Payment Schedule

Monthly

Loan Duration (Months)

12

SUBMIT

To view a specific Signature Installment loan example, select loan amount, first payment date, payment schedule, and loan duration. Terms will be shown here when you click the "Submit" button.

Payment in Months	Payment Cycle	APR*	Finance Charge	Amount Financed	Total Payments
12	Monthly	239.99%	\$1,702.89	\$1,000.00	\$2,702.89
12	Biweekly	239.99%	\$1,684.75	\$1,000.00	\$2,684.75
12	Monthly	180.00%	\$2,427.42	\$2,000.00	\$4,427.42
12	Biweekly	179.90%	\$2,427.42	\$2,000.00	\$4,385.85
24	Monthly	150.00%	\$2,755.00	\$2,000.00	\$4,755.00
24	Biweekly	239.99%	\$2,735.31	\$2,000.00	\$4,735.31

* The above APR is based on the first payment date 30 days from funding for monthly payments and 15 days for biweekly.

Consumers: All supervised and restricted creditors making consumer loans in South Carolina are required by law to post a schedule showing the maximum rate of LOAN FINANCE CHARGES stated as ANNUAL PERCENTAGE RATES that the creditor intends to charge for various types of consumer credit transactions.

The purpose of this requirement is to assist you in comparing the maximum rates that creditors charge, thereby furthering your understanding of the terms of consumer credit transactions and helping you to avoid the uninformed use of credit.

NOTE: Creditors are prohibited only from granting consumer credit at rates higher than those specified above. A creditor may be willing to grant you credit at rates that are lower than those specified, depending on the amount, terms, collateral and your credit worthiness.

* APR may change based on first payment date selected. Administrative/Origination fee may be included in the calculation of finance charges.

To learn more about Signature Installment Loans, visit our [How a Signature loan works](#).

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SIGNATURE INSTALLMENT LOAN FEES

South Carolina Signature Installment Loans are available in amounts from \$750.00 up to \$5,000.00 based on your qualification. These loans are paid in regular payments over 6, 12, 18 or 24 months based on your selection of terms in either monthly, semi-monthly or biweekly payments with finance fees calculated daily. Refinances result in more finance charges paid over the life of the loan. Early loan repayment reduces overall finance fees; late payments accrue additional finance fees and charges.

REPRESENTATIVE EXAMPLE OF SIGNATURE INSTALLMENT LOAN FEES:

12 month Signature Installment Loan of \$1,000.00 Loan Amount would require 12 payments of \$223.27. APR: 239.99%.*

To view specific examples of a Signature Installment Loan, select from the drop down menus below. Your results will be shown below once you selected Loan Amount, 1st Payment Date, Payment Schedule, and Loan Duration and click the "Submit" button.

Loan Amount

\$5,000.00

1st Payment Date

04/10/2015

Payment Schedule

Monthly

Loan Duration (Months)

24

[SUBMIT](#)

To view a specific Signature Installment Loan example, select loan amount, first payment date, payment schedule, and loan duration. Terms will be shown here when you click the "Submit" button.

Payment in Months	Payment Cycle	APR*	Finance Charge	Amount Financed	Total Payments
12	Monthly	239.99%	\$1,702.89	\$1,000.00	\$2,702.89
12	Biweekly	239.99%	\$1,584.75	\$1,000.00	\$2,684.75
12	Monthly	180.00%	\$2,427.42	\$2,000.00	\$4,427.42
12	Biweekly	179.99%	\$2,427.42	\$2,000.00	\$4,385.85
24	Monthly	150.00%	\$8,755.00	\$4,000.00	\$12,755.00
24	Biweekly	239.99%	\$8,735.31	\$4,000.00	\$12,735.31

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To learn more about Signature Installment Loans, visit our [page on Signature loan works](#).

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SIGNATURE INSTALLMENT LOAN FEES

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REPRESENTATIVE EXAMPLE OF SIGNATURE INSTALLMENT LOAN FEES:

12 month Signature Installment Loan of \$1,000.00 Loan Amount would require 12 payments of \$223.27, APR: 239.99%.

To view specific examples of a Signature Installment Loan, select from the drop down menus below. Your results will be shown below once you selected Loan Amount, 1st Payment Date, Payment Schedule, and Loan Duration and click the "Submit" button.

Loan Amount:

1st Payment Date:

Payment Schedule:

Loan Duration (Months):

To view a specific Signature Installment Loan example, select loan amount, first payment date, payment schedule, and loan duration. Terms will be shown here when you click the "Submit" button.

Payment in Months	Payment Cycle	APR*	Finance Charge	Amount Financed	Total Payments
12	Monthly	239.99%	\$1,702.89	\$1,000.00	\$2,702.89
12	Biweekly	239.99%	\$1,684.75	\$1,000.00	\$2,684.75
12	Monthly	180.00%	\$2,427.42	\$2,000.00	\$4,427.42
12	Biweekly	179.99%	\$2,427.42	\$2,000.00	\$4,385.85
24	Monthly	150.00%	\$8,755.00	\$4,000.00	\$12,755.00
24	Biweekly	239.99%	\$8,735.31	\$4,000.00	\$12,735.31

* The above APR is based on the first payment date, 30 days from funding for monthly payments and 15 days for biweekly.

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South Carolina Signature Installment Loans are available in amounts from \$750.00 up to \$5,000.00 based on your qualification. These loans are paid in regular payments over 6, 12, 18 or 24 months based on your selection of terms in either monthly, semi-monthly or biweekly payments with finance fees calculated daily. Refinances result in more finance charges paid over the life of the loan. Early loan repayment reduces overall finance fees. Late payments accrue additional finance fees and charges.

REPRESENTATIVE EXAMPLE OF SIGNATURE INSTALLMENT LOAN FEES:

12 month Signature Installment Loan of \$1,000.00 Loan Amount would require 12 payments of \$225.27. APR: 239.99%*.

To view specific examples of a Signature Installment Loan, select from the drop down menus below. Your results will be shown below once you selected Loan Amount, 1st Payment Date, Payment Schedule, and Loan Duration and click the 'Submit' button.

Loan Amount:

\$5,000.00

1st Payment Date:

07/01/2015

Payment Schedule:

Monthly

Loan Duration

(Months):

24

To view a specific Signature Installment Loan example, select loan amount, first payment date, payment schedule, and loan duration. Terms will be shown here when you click the "Submit" button.

Payment in Months	Payment Cycle	APR [†]	Finance Charge	Amount Financed	Total Payments
12	Monthly	239.99%	\$1,702.89	\$1,000.00	\$2,702.89
12	Biweekly	239.81%	\$1,684.75	\$1,000.00	\$2,684.75
12	Monthly	180.00%	\$2,427.42	\$2,000.00	\$4,427.42
12	Biweekly	179.90%	\$2,427.42	\$2,000.00	\$4,385.85
24	Monthly	150.00%	\$8,755.00	\$4,000.00	\$12,755.00
24	Biweekly	239.99%	\$8,735.31	\$4,000.00	\$12,735.31

[†] The above APR is based on the first payment date 30 days from funding for monthly payments and 15 days for biweekly.

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NOTE: Creditors are prohibited only from granting consumer credit at rates higher than those

specified above. A creditor may be willing to grant you credit at rates that are lower than those specified, depending on the amount, terms, collateral and your credit worthiness.

*APR may change based on first payment date selected. Administrative/Origination fee may be included in the calculation of finance charges. In some cases the maximum APR may be 246.9%.

To learn more about Signature Installment Loans, visit our [How a Signature loan works](#).

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1. VERIFY INSTALLMENT INFORMATION

PLEASE COMPLETE THE FOLLOWING INFORMATION:

Select Loan Amount

\$4,000.00

Funding and Payment Method

Checking Account Information

Verify the last 4 digits of your account and routing numbers.

Account #: *****9219

Routing #: *****6620

For alternate payment options please call 1-800-460-4305.

Payment Due Date

09/19/2016

Payment Frequency

BiWeekly

Term (Loan Duration)

24

Loan Detail Selection Summary

Loan Term:

24 Months

Loan Amount:

\$4,000.00

Administration Fee:

\$0.00

First Payment:

\$249.77 on 9/19/2016

Payment Schedule:

[Prepayment Notice](#)

Biweekly payments

Last Payment:

\$247.50 on 9/3/2018

Total Interest:

\$8,985.77

Annual Percentage Rate (APR)

169.14%

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DEFENDANT'S

EXHIBIT NO. 17
FOR IDENTIFICATION

DATE: 09/15/17

RPTR: MSV



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Ohio Residents: in Ohio loans are arranged by Cash Central of Ohio, LLC, CS900178 a registered Ohio Credit Service Organization (CSO). CSO is not a lender. Loans are provided by unaffiliated third-party lender NCP Finance Ohio, LLC pursuant to the Ohio Mortgage Loan Act, O.R.C. §§ 1321.31 et seq. Green Dot® network card loading not available for Ohio customers at this time.

Texas Residents: in Texas loans are arranged by Cash Central of Texas, LLC, 16283-59168 a licensed Credit Access Business (CAB). CAB is not a lender. Loans are provided by unaffiliated third-party lender First Financial Loan Company, LLC pursuant to the Texas Finance Code, Chapter 393.

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AGREEMENT PART 1 OF 5: MILITARY DISCLOSURE

Federal law provides important protections to active duty members of the Armed Forces and their dependents. To ensure that these protections are provided to eligible applicants, we require you to sign one of the following statements as applicable:

- ☒ I AM NOT a regular or reserve member of the Army, Navy, Marine Corps, Air Force, or Coast Guard, serving on active duty under a call or order that does not specify a period of 30 days or fewer (or a spouse or dependent of such a member).
- ☐ I AM a regular or reserve member of the Army, Navy, Marine Corps, Air Force or Coast Guard, serving on active duty under a call or order that does not specify a period of 30 days or fewer. -OR- I AM a spouse or dependent of a member of the Armed Forces on active duty as described above, because I am the member's spouse, the member's child under the age of eighteen years old, or I am an individual for whom the member provided more than one-half of my financial support for 180 days immediately preceding today's date.

It is important to fill out this form accurately. Knowingly making a false statement on a credit application is a crime.

☒ **Accept**

Clicking 'Accept' confirms you have read the disclosure and have answered the question correctly. This will automatically take you to the next step in the agreement review process.

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Texas Residents: In Texas loans are arranged by Cash Central of Texas, LLC, 1628369168 a licensed Credit Access Business (CAB). CAB is not a lender. Loans are provided by unaffiliated third party lender First Financial Loan Company, LLC pursuant to the Texas Finance Code, Chapter 393.

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AGREEMENT PART 2 OF 5: LOAN AGREEMENT

To accept this agreement, you must review it first:

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Agreement Viewed

☒ Accept

After you have viewed the agreement, clicking "Accept" will automatically take you to the next step in the agreement review process.

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AGREEMENT PART 3 OF 5: RISK BASED PRICING NOTICE

To accept this notice, you must review it first:



Notice Viewed

☒ Accept

By checking the box, you certify that you have read and understand the information contained in the Risk Based Pricing Notice.

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AGREEMENT PART 4 OF 5: PAYMENT AUTHORIZATION

To accept this authorization, you must review it first:

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Authorization Viewed

☒ Accept

☐ Decline

By selecting "Accept", you certify that you have read and understand the information contained in the Consumer Loan Agreement and the EFT/ACH Authorization within the Consumer Loan Agreement, and agree to be bound by these terms.

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YOUR CASH CENTRAL LOAN

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AGREEMENT PART 5 OF 5: ARBITRATION ACKNOWLEDGMENT

To accept this acknowledgement, you must review it first:

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Acknowledgement Viewed

☒ Accept

Clicking "Accept" confirms you have read and understand the information contained in the Arbitration Acknowledgement and agree to be bound by these terms

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3. SIGN & ACCEPT



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Ohio Residents: in Ohio loans are arranged by Cash Central of Ohio, LLC, CS900178 a registered Ohio Credit Service Organization (CSO). CSO is not a lender. Loans are provided by unaffiliated third-party lender NCP Finance Ohio, LLC pursuant to the Ohio Mortgage Loan Act, O.R.C. §§ 1321.51 et seq.

Green Dot® network card loading not available for Ohio customers at this time.

Texas Residents: in Texas loans are arranged by Cash Central of Texas, LLC, 16283-59168 a licensed Credit Access Business (CAB). CAB is not a lender. Loans are provided by unaffiliated third-party lender First Financial Loan Company, LLC pursuant to the Texas Finance Code, Chapter 393.

Cash Central has updated its privacy notice. [Review it here.](#)

YOUR ACCOUNT

[Account Overview](#)

[Funding in Minutes](#)

[Request Funds](#)

[Account History](#)

[Communication Preferences](#)

[Report an Issue](#)

YOUR CASH CENTRAL LOAN

To ensure funding by next banking day, you should accept your loan by 7:45 PM Eastern. Thanks for choosing Cash Central.

View South Carolina [rates and terms](#) and Cash Central's [South Carolina license](#) here.

1. VERIFY INSTALLMENT INFORMATION

EDIT >

2. REVIEW AGREEMENTS

EDIT >

3. SIGN & ACCEPT



By accepting the previous agreements and by typing your signature and clicking the "Accept" button below you are affirming you have reviewed each of the above agreements, you understand the terms and conditions of the agreements and you agree to be bound by the terms as outlined therein.

Dwight Eisenhauer

It is important that forms are accurately filled. Knowingly making a false statement on a credit application is a crime.

By clicking the "Accept" button below you are agreeing to the [Privacy Notice](#) and [Terms of Use](#) at Cash Central.

ACCEPT



"Like" or "Follow" Cash Central on [Facebook](#), [Twitter](#) or [Google+](#) for exclusive discounts and updates.



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WOULD YOU LIKE TO HEAR FROM US ABOUT PROMOTIONS AND SPECIAL OFFERS?



I'm interested in receiving discounts, information on products and promotions from Cash Central and its affiliates via:

☐ Cell Phone ☐ Text ☐ Home Phone

MAKE YOUR VOICE HEARD:

New government loan rules are being proposed without your input! These new loan rules may impact you as a consumer and could even eliminate your ability to qualify for a loan. [Join thousands of consumers in opposing these restrictive rules.](#)

[CONTINUE TO LOAN SUMMARY](#)



"Like" or "Follow" Cash Central on [Facebook](#), [Twitter](#) or [Google+](#) for exclusive discounts and updates.



Secure, Reliable, State Licensed. Safely apply and know you're protected by state law.



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[Report an Issue](#)

YOUR TRANSACTION IS COMPLETE!



Amount Financed	\$4,000.00
Effective Date	08/29/2016
Term	24
Payment Frequency	BiWeekly
Payment Due Date	09/19/2016
Payment Amount	\$249.77
Finance Charge (without prepayments)	\$8,985.77
Total of Payments (without prepayments)	\$12,985.77
Loan Maturity Date	09/03/2018
Annual Percentage Rate (APR)	149.14%

The funding of your loan is based on the accuracy and verifiability of the information contained in your application.

If for any reason you cannot make the scheduled payment outlined in the above summary, please contact us immediately to discuss payment options: 1-800-460-4305.

Please print a copy of this summary for your records.

[PRINT PAGE](#)

[RETURN TO ACCOUNT OVERVIEW](#)



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Secure, Reliable, State licensed. Safely apply and know you're protected by state law.



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Cash Central has updated its privacy notice. [Review it here.](#)

Payment in Months	Payment Cycle	APR	Finance Charge	Amount Financed	Total Payments
		The cost of your credit at a yearly rate.	The dollar amount the credit will cost you.	The amount of credit provided to you or on your behalf.	The amount you will have paid after you have made all payments as scheduled.
6	Monthly	239.99%	\$804.18	\$1,000.00	\$1,804.18
6	Bi-Weekly	239.72%	\$768.35	\$1,000.00	\$1,768.35
12	Monthly	239.99%	\$1,702.89	\$1,000.00	\$2,702.89
12	Bi-Weekly	239.81%	\$1,684.75	\$1,000.00	\$2,684.75
12	Monthly	180.00%	\$2,427.42	\$2,000.00	\$4,427.42
12	Bi-Weekly	179.90%	\$2,385.85	\$2,000.00	\$4,385.85
24	Monthly	150.00%	\$8,755.00	\$4,000.00	\$12,755.00
24	Bi-Weekly	149.95%	\$8,735.31	\$4,000.00	\$12,735.31

† The above APR is based on the first payment date 30 days from funding for monthly payments and 15 days for bi-weekly.

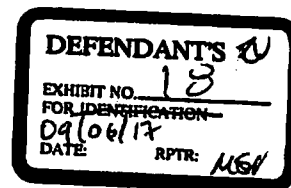
Consumers: All supervised and restricted creditors making consumer loans in South Carolina are required by law to post a schedule showing the maximum rate of LOAN FINANCE CHARGES stated as ANNUAL PERCENTAGE RATES that the creditor intends to charge for various types of consumer credit transactions.

The purpose of this requirement is to assist you in comparing the maximum rates that creditors charge, thereby furthering your understanding of the terms of consumer credit transactions and helping you to avoid the uninformed use of credit.

NOTE: Creditors are prohibited only from granting consumer credit at rates higher than those specified above. A creditor may be willing to grant you credit at rates that are lower than those specified, depending on the amount, terms, collateral and your credit worthiness.

If you have any questions or concerns regarding your Cash Central loan, please feel free to call us at 1-800-460-4356 or contact us via email, chat, fax, or standard mail.

*APR may change based on first payment date selected. Administrative/Origination fee may be included in the calculation of finance charges.



TRAINING MATERIALS

Payment in Months	Payment Cycle	APR +	Finance Charge	Amount Financed	Total Payments
		The cost of your credit at a yearly rate.	The dollar amount the credit will cost you.	The amount of credit provided to you or on your behalf.	The amount you will have paid after you have made all payments as scheduled.
12	Monthly	239.99%	\$1,702.89	\$1,000.00	\$2,702.89
12	Bi-Weekly	239.81%	\$1,684.75	\$1,000.00	\$2,684.75
12	Monthly	180.00%	\$2,427.42	\$2,000.00	\$4,427.42
12	Bi-Weekly	179.90%	\$2,385.85	\$2,000.00	\$4,385.85
24	Monthly	150.00%	\$8,755.00	\$4,000.00	\$12,755.00
24	Bi-Weekly	149.95%	\$8,735.31	\$4,000.00	\$12,735.31

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cashcentral

online lending made simple.

BRIDGETTE C. ROMAN
GENERAL COUNSEL,
EXECUTIVE VICE PRESIDENT &
CORPORATE SECRETARY
DIRECT DIAL: 614-760-3682
EMAIL: broman@cashcentral.com

April 8, 2015

Via Overnight Courier
S.C. Department of Consumer Affairs
Accounting Division
P.O. Box 5246
Columbia, SC 29250

Re: Renewal Maximum Rate Filing Schedule-Consumer Loans

To whom it may concern:

According to an Examination Report that Cash Central of South Carolina LLC ("Cash Central") just received from the State Board of Financial Institutions the above referenced form is not on file with your office.

The initial form appears to have been filed in 2013, but the employee who handled compliance with this aspect of South Carolina law resigned in December of 2014, and, although we found the form among her documents, we can find no conclusive evidence that the form was submitted.

Thus, out of an abundance of caution, another form and the accompanying check are enclosed hereunder. If this is, in fact, a duplicate filing, please notify me at the telephone number above. Thank you.

Yours very truly,



Bridgette C. Roman

BCR/ms
Enclosure

DEFENDANT'S	
EXHIBIT NO.	20
FOR IDENTIFICATION	
DATE	09/06/17
RPTR:	MSH

DEFENDANT'S
TRIAL
EXHIBIT 20



STATE OF SOUTH CAROLINA DEPARTMENT OF CONSUMER AFFAIRS

RENEWAL MAXIMUM RATE FILING SCHEDULE CONSUMER LOANS

Mailing Address
P.O. Box 5246
Columbia, SC 29250-5246

S.C. Code Ann. § 37-3-305 (Supp. 2009)
www.consumer.sc.gov
803-734-4253/800-922-1594

Street Address
2221 Devine Street, Suite 200
Columbia, SC 29205-2418

Note: THIS ORIGINAL FORM MUST ACCOMPANY A \$40.00 FILING FEE PER LOCATION.

Cash Central of South Carolina LLC
aka Cash Central - www.cashcentral.com
84 East 24th
North Charleston, SC 29405
Telephone No. (843) 760-2682 E-Mail Address: brimmon@ccfi.com
Contact Person Bridgett C. Roman

Federal ID No.

SSN (Sole Proprietor)
58-208 / 58-209
Board of Financial Institutions License No.

Category

Indicate the dollar amount for each category (Supervised and restricted lenders, see instructions on the back)

1. Unsecured Personal Loans
1a. See attached
2. Secured Personal Loans, Non-Real Estate
2a. _____
2b. _____
3. Real Estate Mortgage Loans
3a. _____
4. Open-End (Revolving) Loans
4a. _____
5. All Other Consumer Loans
5a. _____

Maximum Annual Percentage Rate (APR)

Fixed APR for Loans	Variable APR for Loans
<u>see attached</u>	<u>n/a</u>
<u>n/a</u>	<u>n/a</u>
<u>n/a</u>	<u>n/a</u>
<u>n/a</u>	<u>n/a</u>
<u>n/a</u>	<u>n/a</u>

6. Nature or Type of Business: lending Number of S.C. locations: 1 (physical only); no physical location
Multiply the number of S.C. locations by \$40.00. Indicate fee and check amount \$ 80.00
If you are filing for more than one location, attach a list with the complete addresses.
If you have no South Carolina addresses enter 1 for number of locations. (2nd of financial institutions considers website a physical location. Therefore consistent with 2)
7. First Filing? ☐ Yes ☐ No If yes, date business opened _____ and have you charged above 18% APR since opening and prior to this filing? ☐ Yes ☐ No See attached
8. Did your annual gross volume of business exceed \$150,000 in the previous calendar year? ☒ Yes ☐ No (Gross volume of business is the amount reported to the Internal Revenue Service) Income reported on consolidated return.
9. If a variable rate is applicable to one or more of the above categories, indicate the Index for calculating changes in the rate and the cap on any increases or decreases in the rate below. Please answer all questions. If not this application will be returned as incomplete. N/A

Category	Cap	Explain the Index for calculating rate changes
1.		
2.		
3.		

Bridgett C. Roman
Signature (Officer of Company)

4/8/15
Date

Bridgett C. Roman, Manager
Name of Officer (Print)

The South Carolina Freedom of Information Act may require the South Carolina Department of Consumer Affairs to release a copy of your filing as a Public Record. Personal Identifying Information will be released only if required by law.

FILING MUST BE RECEIVED BY JANUARY 31 OF EACH YEAR

South Carolina Fee Schedule

Payment in Months	Payment Cycle	APR	Amount Financed
6	Monthly	246.40%	\$750.00
6	Semi-Monthly	242.66%	\$750.00
6	Bi-Weekly	239.70%	\$750.00
12	Monthly	244.15%	\$750.00
12	Semi-Monthly	243.02%	\$750.00
12	Bi-Weekly	239.99%	\$750.00
18	Monthly	239.99%	\$750.00
18	Semi-Monthly	242.98%	\$750.00
18	Bi-Weekly	238.92%	\$750.00
6	Monthly	246.64%	\$1,000.00
6	Semi-Monthly	237.55%	\$1,000.00
6	Bi-Weekly	239.99%	\$1,000.00
12	Monthly	244.09%	\$1,000.00
12	Semi-Monthly	239.60%	\$1,000.00
12	Bi-Weekly	239.81%	\$1,000.00
18	Monthly	243.55%	\$1,000.00
18	Semi-Monthly	239.99%	\$1,000.00
18	Bi-Weekly	239.78%	\$1,000.00
6	Monthly	240.00%	\$1,500.00
6	Semi-Monthly	235.74%	\$1,500.00
6	Bi-Weekly	239.72%	\$1,500.00
12	Monthly	243.93%	\$1,500.00
12	Semi-Monthly	243.42%	\$1,500.00
12	Bi-Weekly	239.82%	\$1,500.00
18	Monthly	243.55%	\$1,500.00
18	Semi-Monthly	242.97%	\$1,500.00
18	Bi-Weekly	239.99%	\$1,500.00
24	Monthly	240.00%	\$2,000.00
24	Semi-Monthly	178.91%	\$2,000.00
24	Bi-Weekly	179.90%	\$2,000.00
24	Monthly	181.84%	\$2,500.00
24	Semi-Monthly	178.74%	\$2,500.00
24	Bi-Weekly	179.91%	\$2,500.00
24	Monthly	180.00%	\$3,000.00
24	Semi-Monthly	178.74%	\$3,000.00
24	Bi-Weekly	179.90%	\$3,000.00
24	Monthly	150.00%	\$4,000.00
24	Semi-Monthly	149.26%	\$4,000.00
24	Bi-Weekly	149.95%	\$4,000.00
24	Monthly	148.86%	\$5,000.00
24	Semi-Monthly	151.36%	\$5,000.00
24	Bi-Weekly	149.87%	\$5,000.00

*While not typical, depending on the date of the loan's origination, requested first payment date and term, it is possible that a given loan could have an APR as high as 246.90%

WHO MUST FILE

All consumer credit lenders who wish to charge more than 18% APR must file this form. ***YOU MUST FILE THIS FORM BY JANUARY 31 OF EACH YEAR. FAILURE TO DO SO WILL LIMIT CONSUMER CREDIT GRANTORS TO A MAXIMUM OF 18% APR.**

REMIT TO: Department of Consumer Affairs
Accounting Division
P.O. Box 5246
Columbia, SC 29250-5246

CHECKS: Make payable to S.C. Department of Consumer Affairs

INSTRUCTIONS

**SUBMIT ORIGINAL FILING FORM AND \$40.00 PER LOCATION FILING FEE
OR FILING WILL BE RETURNED TO YOU (AUTO DEALERS, PLEASE USE CREDIT SALES FORM)**

- Provide the address where the certified copy will be mailed.
- Your register number will be assigned by the Department of Consumer Affairs on the first filing.
- Restricted and supervised licensed lenders must include their license number. *See below.
- Consumer Lenders
 1. UNSECURED PERSONAL LOANS; (1A) enter dollar amounts on line one and indicate the APR. If you do not intend to make loans of this type, leave blank and go to line 2. If necessary, attach a second sheet and add the word "continued."
 2. SECURED PERSONAL LOANS, NON-REAL ESTATE (Follow Instructions for 1A).
 3. REAL ESTATE MORTGAGE LOANS; designate type e.g. Home Improvement.
 4. OPEN-END (REVOLVING) LOANS; (Follow Instructions for 1A).
 5. ALL OTHER CONSUMER LOANS. If a variable rate is applicable, enter this rate in the column provided and explain the index for rate changes on line 9.
- Line 8. If you answered yes to this question, a Credit Grantor Notification form must also be filed.

NOTE: See South Carolina Department of Consumer Affairs Regulation 28-70 for additional information.

INCOMPLETE OR INCORRECT FILINGS WILL BE RETURNED WITHOUT CERTIFICATION AND A PENALTY MAY BE IMPOSED FOR LATE FILING AFTER JANUARY 31.

List of County Codes

01	Abbeville	10	Charleston	19	Edgefield	28	Kershaw	37	Oconee
02	Alken	11	Cherokee	20	Fairfield	29	Lancaster	38	Orangeburg
03	Allendale	12	Chester	21	Florence	30	Laurens	39	Pickens
04	Anderson	13	Chesterfield	22	Georgetown	31	Lee	40	Richland
05	Bamberg	14	Clarendon	23	Greenville	32	Lexington	41	Saluda
06	Barnwell	15	Colleton	24	Greenwood	33	McCormick	42	Spartanburg
07	Beaufort	16	Darlington	25	Hampton	34	Marion	43	Sumter
08	Berkeley	17	Dillon	26	Horry	35	Marlboro	44	Union
09	Calhoun	18	Dorchester	27	Jasper	36	Newberry	45	Williamsburg
								46	York

*Indicate the dollar amount of each category on lines 1-5 beginning with the smallest amount to be loaned. Zero (0) is not an acceptable dollar amount and figures cannot overlap (e.g. loans over \$150 up to \$600; loans over \$601 up to \$1,000)

4/9/2015
Net Check Amt

810666		04/09/15	80.00	80.00	0.00	80.00

408550

TO VERIFY AUTHENTICITY, SEE REVERSE SIDE FOR DESCRIPTION OF THE 11 SECURITY FEATURES

Republic Bank

2221 Camden Court
Oak Brook, IL 60523

**** Void after 90 days ****

CHECK # 408550

DATE 04092015
M M D D Y Y Y Y

\$ ~~*****~~ 80.00

Dollars

TO THE
ORDER OF

SOUTH CAROLINA DEPARTMENT OF CONSUME

2221 DEVINE ST

SUITE 200

COLUMBIA, SC 29205-2418

Authorized Signature



**South Carolina
Department of Consumer Affairs
Maximum Rate Schedule**

Certification Date: 4/10/2015

Expiration Date: 1/31/2016

Registration #: MR02-1512700

CASH CENTRAL OF SOUTH CAROLINA LLC

84 EAST 2400

NORTH LOGAN UT 84341

Consumer: All supervised and restricted lenders/creditors making consumer loans in South Carolina are required by law to post a schedule showing the maximum rate of **LOAN FINANCE CHARGE stated as ANNUAL PERCENTAGE RATES** that the creditor intends to charge for various types of consumer credit transactions. The purpose of this requirement is to assist you in comparing the maximum rates that creditors charge, thereby furthering your understanding of the terms of consumer credit transactions and helping you to avoid the uninformed use of credit.

NOTE: Creditors are prohibited only from granting consumer credit at rates higher than those specified below. A creditor may be willing to grant you credit at rates that are lower than those specified, depending on the amount, terms, collateral and your credit worthiness.

Category	Description	Maximum A.P.R. For Fixed Rate Personal Loans	Notes
Secured Personal Loans Non-Real Estate	\$750.00-\$5,000.00	246.90%	

**DEFENDANT'S
TRIAL
EXHIBIT 21**

DEFENDANT'S	
EXHIBIT NO. 21	
FOR IDENTIFICATION	
DATE: 09/06/15	RPTR: MSJ



**South Carolina
Department of Consumer Affairs
Maximum Rate Schedule**

Certification Date: 4/10/2015

Expiration Date: 1/31/2016

Registration #: MR02-1512700

WWW. CASHCENTRAL.COM

84 EAST 2400

NORTH LOGAN UT 84341

Consumer: All supervised and restricted lenders/creditors making consumer loans in South Carolina are required by law to post a schedule showing the maximum rate of **LOAN FINANCE CHARGE stated as ANNUAL PERCENTAGE RATES** that the creditor intends to charge for various types of consumer credit transactions. The purpose of this requirement is to assist you in comparing the maximum rates that creditors charge, thereby furthering your understanding of the terms of consumer credit transactions and helping you to avoid the uninformed use of credit.

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Category	Description	Maximum A.P.R. For Fixed Rate Personal Loans	Notes-
Secured Personal Loans Non-Real Estate	\$750.00-\$5,000.00	246.90%	



SOUTH CAROLINA DEPARTMENT OF CONSUMER AFFAIRS

Maximum Rate Schedule

Registration #: CLL-123409

Date Issued: 12/18/2015

Expiration Date: 01/31/2017

CASH CENTRAL OF SOUTH CAROLINA LLC

84 E 2400 N

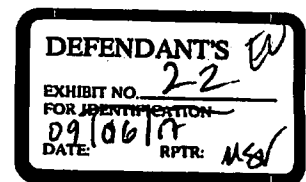
NORTH LOGAN, UT 84341-2902

CONSUMERS: All Creditors, including supervised and restricted lenders making consumer loans in South Carolina* are required by law to post a schedule showing the maximum rate of LOAN FINANCE CHARGES stated as an ANNUAL PERCENTAGE that the creditor intends to charge for various types of consumer credit transactions. The purpose of this requirement is to assist you in comparing the maximum rates that creditors charge, thereby furthering your understanding of the terms of consumer credit transactions and helping you to avoid the uninformed use of credit.

NOTE: Creditors are prohibited only from granting consumer credit at rates higher than those specified below. A creditor may be willing to grant you credit rate that are lower than those specified, depending on the amount, terms, collateral and your creditworthiness.

** and intending to charge more than 18%*

CATEGORY	DESCRIPTION	MAXIMUM APR FOR PERSONAL LOANS
Unsecured	Selected dollar amounts for loans \$750.00 - \$5,000.00	246.9% FIXED



THIS DOCUMENT IS NOT TRANSFERABLE
POST IN A CONSPICUOUS PLACE

**DEFENDANT'S
TRIAL
EXHIBIT 22**



Garri Grube Lybarker
Administrator/
Consumer Advocate

The State of South Carolina Department of Consumer Affairs

2221 DEVINE STREET, STE 200
PO BOX 5757
COLUMBIA, SC 29250-5757

Celebrating Over 40 Years of Public Service

Commissioners
David Campbell
Chair
Columbia
Eboni S. Nelson
Vice Chair
Columbia
Mark Hammond
Secretary of State
Columbia
Carolina Ballington
Conway
Linda Gamble
Lexington
Don Jackson
Ware Shoals
Carlisle Kennedy
Laurensville
W. Fred Pennington, Jr.
Taylors

January 1, 2016

RE: Registered Creditors Filings

The South Carolina Department of Consumer Affairs has received your filing(s) as a Registered Creditor. Our department is in the process of transitioning to a new filing database, which has delayed our ability to issue certificates. To address any concerns, we are providing the following information:

- If you submitted your filing(s) through South Carolina Business One Stop (SCBOS), your receipt is your confirmation that you have filed and may be used as proof of filing until you receive your certificate(s) from our department. Our department anticipates mailing or emailing your certificate(s) to you on or before January 31, 2016.
- If you submitted your filing(s) on the paper forms, please see the attached official certified copy of your submitted filing(s). This can be used as proof of filing until you receive your certificate(s) from our department. Our department anticipates mailing your certificate(s) to you on or before January 31, 2016.

For renewals, please note that your current certificates do not expire until January 31, 2016.

Thank you in advance for your patience during this transition. If you have further questions, you may contact me directly at 803-734-4238. If I am unavailable, you may contact Celeste Brown at 803-734-4264 or Julie Hayes at 803-734-4226.

Tenitia M. Baskett
Program Assistant

ADMINISTRATOR
Tel.: 803-734-4233
Fax: 803-734-4080

PUBLIC
INFORMATION
Tel.: 803-734-4288
Fax: 803-734-4080

CONSUMER
ADVOCACY
Tel.: 803-734-4200
Fax: 803-734-4287

ENFORCEMENT/
INVESTIGATORS
Tel.: 803-734-4200
Fax: 803-734-4287

CONSUMER
COMPLAINTS
Tel.: 803-734-4200
Fax: 803-734-4288

ID THEFT
UNIT
Tel.: 803-734-4200
Fax: 803-734-4228

PROCUREMENT &
ACCOUNTING
Tel.: 803-734-0388
Fax: 803-734-4289

WEBSITE: WWW.CONSUMER.SC.GOV
WWW.SOUTHCAROLINACONSUMER.GOV

Toll Free In SC: 800-922-1684
TDD/TTY: 800-735-2805

10-16

STATE OF SOUTH CAROLINA
DEPARTMENT OF CONSUMER AFFAIRS



Mailing Address
Registered Creditors
P.O. Box 5246
Columbia, SC 29250-5246

S.C. Code Ann. § 37-3-305 (Supp. 2009)
www.consumer.sc.gov
803-734-4238/800-922-1594

Street Address
2221 Devine Street, Suite 200
Columbia, SC 29205-2418

Notes: THIS ORIGINAL FORM MUST ACCOMPANY A \$40.00 FILING FEE PER LOCATION

Cash Central of South Carolina, LLC #1512700
aka Cash Central - www.cashcentral.com
34 East 2400 North
North Logan, UT 84341
Telephone No. (644) 760-2704 E-Mail Address: jflowers@ccfi.com
Contact Person Jennifer Flowers

Federal ID No.
SSN (Sole Proprietor)
5-8, 808 : 5-8, 209
Board of Financial Institutions License No.

Category
Indicate the dollar amount for each category (Supervised and restricted lenders, see instructions on the back)

1. Unsecured Personal Loans
1a. See attached
2. Secured Personal Loans, Non-Real Estate
2a. _____
2b. _____
3. Real Estate Mortgage Loans
3a. _____
4. Open-End (Revolving) Loans
4a. _____
5. All Other Consumer Loans
5a. _____

Maximum Annual Percentage Rate (APR)	
Fixed APR for Loans	Variable APR for Loans
<u>See attached</u>	<u>n/a</u>
<u>n/a</u>	<u>n/a</u>
<u>n/a</u>	<u>n/a</u>
<u>n/a</u>	<u>n/a</u>
<u>n/a</u>	<u>n/a</u>

6. Nature or Type of Business: Lending Number of S.C. locations: website only; no physical location
Multiply the number of S.C. locations by \$40.00. Indicate fee and check amount \$ 80.00
If you are filing for more than one location, attach a list with the complete addresses. (Bd. of Financial Institutions considers website a separate location therefore answered with 2)
If you have no South Carolina addresses enter 1 for number of locations.
7. First Filing? ☐ Yes ☒ No If yes, date business opened _____ and have you charged above 18% APR since _____
opening and prior to this filing? ☐ Yes ☐ No
8. Did your annual gross volume of business exceed \$150,000 in the previous calendar year? ☒ Yes ☐ No (Gross volume of business is the amount reported to the Internal Revenue Service)
9. If a variable rate is applicable to one or more of the above categories, indicate the index for calculating changes in the rate and the cap on any increases or decreases in the rate below. Please answer all questions. If not this application will be returned as incomplete. N/A

Category	Cap	Explain the index for calculating rate changes
1.		
2.		
3.		

Bridgette C. Roman
Signature (Officer of Company)
Bridgette C. Roman, Manager
Name of Officer (Print)

Date 12/17/2015

The South Carolina Freedom of Information Act may require the South Carolina Department of Consumer Affairs to release a copy of your filing as a Public Record. Personal Identifying Information will be released only if required by law.

FILING MUST BE RECEIVED BY JANUARY 31 OF EACH YEAR

CERTIFIED MAXIMUM
RATE SCHEDULE

DEC 18 2015

SC DEPT. OF CONSUMER
AFFAIRS

For Department Use

South Carolina Fee Schedule

Payment in Months	Payment Cycle	APR	Amount Financed
6	Monthly	246.40%	\$750.00
6	Semi-Monthly	242.66%	\$750.00
6	Bi-Weekly	239.70%	\$750.00
12	Monthly	244.15%	\$750.00
12	Semi-Monthly	243.02%	\$750.00
12	Bi-Weekly	239.99%	\$750.00
18	Monthly	239.99%	\$750.00
18	Semi-Monthly	242.98%	\$750.00
18	Bi-Weekly	238.92%	\$750.00
6	Monthly	246.64%	\$1,000.00
6	Semi-Monthly	237.55%	\$1,000.00
6	Bi-Weekly	239.99%	\$1,000.00
12	Monthly	244.09%	\$1,000.00
12	Semi-Monthly	239.60%	\$1,000.00
12	Bi-Weekly	239.81%	\$1,000.00
18	Monthly	243.55%	\$1,000.00
18	Semi-Monthly	239.99%	\$1,000.00
18	Bi-Weekly	239.78%	\$1,000.00
6	Monthly	240.00%	\$1,500.00
6	Semi-Monthly	235.74%	\$1,500.00
6	Bi-Weekly	239.72%	\$1,500.00
12	Monthly	243.93%	\$1,500.00
12	Semi-Monthly	243.42%	\$1,500.00
12	Bi-Weekly	239.82%	\$1,500.00
18	Monthly	243.55%	\$1,500.00
18	Semi-Monthly	242.97%	\$1,500.00
18	Bi-Weekly	239.99%	\$1,500.00
24	Monthly	240.00%	\$2,000.00
24	Semi-Monthly	178.91%	\$2,000.00
24	Bi-Weekly	179.90%	\$2,000.00
24	Monthly	181.84%	\$2,500.00
24	Semi-Monthly	178.74%	\$2,500.00
24	Bi-Weekly	179.91%	\$2,500.00
24	Monthly	180.00%	\$3,000.00
24	Semi-Monthly	178.74%	\$3,000.00
24	Bi-Weekly	179.90%	\$3,000.00
24	Monthly	150.00%	\$4,000.00
24	Semi-Monthly	149.26%	\$4,000.00
24	Bi-Weekly	149.95%	\$4,000.00
24	Monthly	148.86%	\$5,000.00
24	Semi-Monthly	151.36%	\$5,000.00
24	Bi-Weekly	149.87%	\$5,000.00

*While not typical, depending on the date of the loan's origination, requested first payment date and term, it is possible that a given loan could have an APR as high as 246.90%

**CERTIFIED MAXIMUM
RATE SCHEDULE**

DEC 18 2015

**SC DEPT. OF CONSUMER
AFFAIRS**

WHO MUST FILE

All consumer credit lenders who wish to charge more than 18% APR must file this form. ***YOU MUST FILE THIS FORM BY JANUARY 31 OF EACH YEAR. FAILURE TO DO SO WILL LIMIT CONSUMER CREDIT GRANTORS TO A MAXIMUM OF 18% APR.**

REMIT TO:

Department of Consumer Affairs
Legal Division-Registered Creditors
P.O. Box 5246
Columbia, SC 29250

CHECKS:

Make payable to S.C. Department of Consumer Affairs or SCDCA

INSTRUCTIONS

**SUBMIT ORIGINAL FILING FORM AND \$40.00 PER LOCATION FILING FEE
OR FILING WILL BE RETURNED TO YOU (AUTO DEALERS, PLEASE USE CREDIT SALES FORM)**

- Provide the address where the certified copy will be mailed.
- Your register number will be assigned by the Department of Consumer Affairs on the first filing.
- Restricted and supervised licensed lenders must include their license number. *See below.
- Consumer Lenders
 1. UNSECURED PERSONAL LOANS; (1A) enter dollar amounts on line one and indicate the APR. If you do not intend to make loans of this type, leave blank and go to line 2. If necessary, attach a second sheet and add the word "continued."
 2. SECURED PERSONAL LOANS, NON-REAL ESTATE (Follow instructions for 1A).
 3. REAL ESTATE MORTGAGE LOANS; designate type e.g. Home Improvement.
 4. OPEN-END (REVOLVING) LOANS; (Follow instructions for 1A).
 5. ALL OTHER CONSUMER LOANS. If a variable rate is applicable, enter this rate in the column provided and explain the index for rate changes on line 9.
- Line 8. If you answered yes to this question, a Credit Grantor Notification form must also be filed.

NOTE: See South Carolina Department of Consumer Affairs Regulation 28-70 for additional information.

INCOMPLETE OR INCORRECT FILINGS WILL BE RETURNED WITHOUT CERTIFICATION AND A PENALTY MAY BE IMPOSED FOR LATE FILING AFTER JANUARY 31.

List of County Codes

01	Abbeville	10	Charleston	19	Edgefield	28	Kershaw	37	Oconee
02	Alcon	11	Cherokee	20	Fairfield	29	Lancaster	38	Orangeburg
03	Allendale	12	Chester	21	Florence	30	Laurens	39	Pickens
04	Anderson	13	Chesterfield	22	Georgetown	31	Lee	40	Richland
05	Bamberg	14	Clarendon	23	Greenville	32	Lexington	41	Saluda
06	Barnwell	15	Colleton	24	Greenwood	33	McCormick	42	Spartanburg
07	Beaufort	16	Darlington	25	Hampton	34	Marion	43	Sumter
08	Berkeley	17	Dillon	26	Horry	35	Marlboro	44	Union
09	Calhoun	18	Dorchester	27	Jasper	36	Newberry	45	Williamsburg
								46	York

*Indicate the dollar amount of each category on lines 1-5 beginning with the smallest amount to be loaned. Zero (0) is not an acceptable dollar amount and figures cannot overlap (e.g. loans over \$150 up to \$600; loans over \$601 up to \$1,000)

ONLINE FILING WITH SOUTH CAROLINA BUSINESS ONE STOP(SCBOS)

Online Filing is a simple process that offers immediate confirmation that your filings have been received by SCDCA, reduced data input time and an official receipt that can be used in the interim before certificates arrive via electronic mail.

Go to www.scbos.sc.gov and click on the log in icon at the top right corner or from our website www.consumer.sc.gov, click the SCBOS icon on the right hand side under "Links and Helpful Tips"



SOUTH CAROLINA DEPARTMENT OF CONSUMER AFFAIRS

Maximum Rate Schedule

Registration #: CLL-123409

Date Issued: 01/09/2017

Expiration Date: 01/31/2018

CASH CENTRAL OF SOUTH CAROLINA LLC

84 E 2400 N

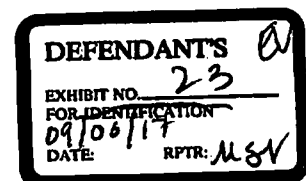
NORTH LOGAN, UT 84341-2902

CONSUMERS: All Creditors, including supervised and restricted lenders making consumer loans in South Carolina* are required by law to post a schedule showing the maximum rate of LOAN FINANCE CHARGES stated as an ANNUAL PERCENTAGE that the creditor intends to charge for various types of consumer credit transactions. The purpose of this requirement is to assist you in comparing the maximum rates that creditors charge, thereby furthering your understanding of the terms of consumer credit transactions and helping you to avoid the uninformed use of credit.

NOTE: Creditors are prohibited only from granting consumer credit at rates higher than those specified below. A creditor may be willing to grant you credit rate that are lower than those specified, depending on the amount, terms, collateral and your creditworthiness.

** and intending to charge more than 18%*

CATEGORY	DESCRIPTION	MAXIMUM APR FOR PERSONAL LOANS	
Unsecured Personal	Selected dollar amounts for loans \$7,500.00 - \$5,000.00	246.9%	FIXED



THIS DOCUMENT IS NOT TRANSFERABLE
POST IN A CONSPICUOUS PLACE



STATE OF SOUTH CAROLINA DEPARTMENT OF CONSUMER AFFAIRS



RENEWAL MAXIMUM RATE FILING SCHEDULE CONSUMER LOANS

Mailing Address
Registered Creditors
P.O. Box 5246
Columbia, SC 29250-5246

S.C. Code Ann. § 37-3-305 (Supp. 2009)
www.consumer.sc.gov
803-734-4238/800-922-1594

Street Address
2221 Devine Street, Suite 200
Columbia, SC 29205-2418

Note: THIS ORIGINAL FORM MUST ACCOMPANY A \$40.00 FILING FEE PER LOCATION.

Cash Central of South Carolina, LLC
d.b.a. Cash Central; www.cashcentral.com
84 East 2400 North
North Logan, UT 84341
Telephone No. *(641) 740-2704* E-Mail Address: *jflowers@cashcentral.com*
Contact Person *Jennifer Flowers*

Federal ID No. _____
SSN (Sole Proprietor) *5-8,208 ; 5-8,209*
Board of Financial Institutions License No. _____

Are you registered with the Secretary of State's office? If Yes, Please attach a copy of your certificate of authority or certificate of existence with this application.

Category
Indicate the dollar amount for each category (Supervised and restricted lenders, see instructions on the back)

1. Unsecured Personal Loans
1a. *See attached*
2. Secured Personal Loans, Non-Real Estate
2a. _____
2b. _____
3. Real Estate Mortgage Loans
3a. _____
4. Open-End (Revolving) Loans
4a. _____
5. All Other Consumer Loans
5a. _____

Maximum Annual Percentage Rate (APR)	
Fixed APR for Loans	Variable APR for Loans
<i>See attached</i>	<i>n/a</i>
<i>n/a</i>	<i>n/a</i>
<i>n/a</i>	<i>n/a</i>
<i>n/a</i>	<i>n/a</i>
<i>n/a</i>	<i>n/a</i>

6. Nature or Type of Business: *Lending* Number of S.C. locations: *Website only - no physical location*
Multiply the number of S.C. locations by \$40.00. Indicate fee and check amount: *\$ 80.00*
If you are filing for more than one location, attach a list with the complete addresses. *Bd. of Financial Institutions*
If you have no South Carolina addresses enter 1 for number of locations. *considers Website a separate location*
7. First Filing? ☐ Yes ☒ No If yes, date business opened _____ and have you charged above 18% APR since *therefore answered with 2*
8. Did your annual gross volume of business exceed \$150,000 in the previous calendar year? ☒ Yes ☐ No (Gross volume of business is the amount reported to the Internal Revenue Service)
9. If a variable rate is applicable to one or more of the above categories, indicate the index for calculating changes in the rate and the cap on any increases or decreases in the rate below. Please answer all questions. If not this application will be returned as incomplete. *N/A*

Category	Cap	Explain the index for calculating rate changes
1.		
2.		
3.		

Bridgette C. Roman
Signature (Officer of Company)
Bridgette C. Roman
Name of Officer (Print)

Date *11/3/2017*

The South Carolina Freedom of Information Act may require the South Carolina Department of Consumer Affairs to release a copy of your filing as a Public Record. Personal Identifying Information will be released only if required by law.

FILING MUST BE RECEIVED BY JANUARY 31 OF EACH YEAR

South Carolina Fee Schedule

Payment in Months	Payment Cycle	APR	Amount Financed
6	Monthly	246.40%	\$750.00
6	Semi-Monthly	242.66%	\$750.00
6	BI-Weekly	239.70%	\$750.00
12	Monthly	244.15%	\$750.00
12	Semi-Monthly	243.02%	\$750.00
12	BI-Weekly	239.99%	\$750.00
18	Monthly	239.99%	\$750.00
18	Semi-Monthly	242.98%	\$750.00
18	BI-Weekly	238.92%	\$750.00
6	Monthly	246.64%	\$1,000.00
6	Semi-Monthly	237.55%	\$1,000.00
6	BI-Weekly	239.99%	\$1,000.00
12	Monthly	244.09%	\$1,000.00
12	Semi-Monthly	239.60%	\$1,000.00
12	BI-Weekly	239.81%	\$1,000.00
18	Monthly	243.55%	\$1,000.00
18	Semi-Monthly	239.99%	\$1,000.00
18	BI-Weekly	239.78%	\$1,000.00
6	Monthly	240.00%	\$1,500.00
6	Semi-Monthly	235.74%	\$1,500.00
6	BI-Weekly	239.72%	\$1,500.00
12	Monthly	243.93%	\$1,500.00
12	Semi-Monthly	243.42%	\$1,500.00
12	BI-Weekly	239.82%	\$1,500.00
18	Monthly	243.55%	\$1,500.00
18	Semi-Monthly	242.97%	\$1,500.00
18	BI-Weekly	239.99%	\$1,500.00
24	Monthly	240.00%	\$2,000.00
24	Semi-Monthly	178.91%	\$2,000.00
24	BI-Weekly	179.90%	\$2,000.00
24	Monthly	181.84%	\$2,500.00
24	Semi-Monthly	178.74%	\$2,500.00
24	BI-Weekly	179.91%	\$2,500.00
24	Monthly	180.00%	\$3,000.00
24	Semi-Monthly	178.74%	\$3,000.00
24	BI-Weekly	179.90%	\$3,000.00
24	Monthly	150.00%	\$4,000.00
24	Semi-Monthly	149.26%	\$4,000.00
24	BI-Weekly	149.95%	\$4,000.00
24	Monthly	148.86%	\$5,000.00
24	Semi-Monthly	151.36%	\$5,000.00
24	BI-Weekly	149.87%	\$5,000.00

*While not typical, depending on the date of the loan's origination, requested first payment date and term, it is possible that a given loan could have an APR as high as 246.90%.

SCDCA Ref Nbr	SOUTH CAROLINA DEPARTMENT OF C Invoice Nbr	Inv Date	Invoice Amount	Amount Paid	Disc Taken	1/6/2017 Net Check Amt
104599		01/05/17	80.00	80.00	0.00	80.00

0446974

THE FACE OF THIS CHECK HAS A COLORED BACKGROUND ON WHITE PAPER. THE BACK A UNIQUE CHECK IDENTITY BAR CODE AND A WATERMARK. HOLD AT AN ANGLE TO VIEW.

CommunityChoice
FINANCIAL
(714) 790-6300
sp@ccf.com

Republic Bank
2221 Camden Court
Oak Brook, IL 60523

VOID after 90 days **

CHECK # 0446974
DATE 01/06/2017
M M D D Y Y Y Y

*****80.00

PAY Eighty and 00/100 ----- Dollars

TO THE ORDER OF SOUTH CAROLINA DEPARTMENT OF CONSUME
PO BOX 5246
COLUMBIA, SC 29250

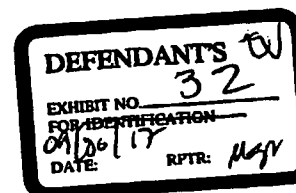
[Signature]
Authorized Signature

Maximum APRs Offered for Consumer Transactions

Company	Location	Loc Address	Descriptions	Addl Desc	Category	Fixed APR	Variable APR
1ST CAPITAL FINANCE OF SOUTH CAROLINA		2595 CHERRY RD			Rock Hill	SC	29732-2174
	1ST CAPITAL FINANCE						
	1705 N MAIN STREET			ANDERSON	SC	29621	
		Household goods, Lawn and garden equipment, Other, Sporting goods, Used vehicles			UnsecuredPersonal	396	396
		Household goods, Lawn and garden equipment, Other, Sporting goods, Used vehicles			OpenEndConsumer	396	396
		Other, Used vehicles			SecuredPersonal	396	396
		Household goods, Lawn and garden equipment, Other, Sporting goods, Used vehicles			OtherConsumer	396	396
	208 B GATEWAY FARM RD			CLOVER	SC	29710	
		Other, Used vehicles			SecuredPersonal	396	396
		Household goods, Lawn and garden equipment, Other, Sporting goods, Used vehicles			UnsecuredPersonal	396	396
		Household goods, Lawn and garden equipment, Other, Sporting goods, Used vehicles			OtherConsumer	396	396
		Household goods, Lawn and garden equipment, Other, Sporting goods, Used vehicles			OpenEndConsumer	396	396
	810 South Irby Street			FLORENCE	SC	29501	
		Household goods, Lawn and garden equipment, Other, Sporting goods, Used vehicles			OtherConsumer	396	396
		Other, Used vehicles			SecuredPersonal	396	396
		Household goods, Lawn and garden equipment, Other, Sporting goods, Used vehicles			OpenEndConsumer	396	396

Thursday, August 24, 2017

**DEFENDANT'S
TRIAL
EXHIBIT 32**



Page 1 of 632

CASHCENTRAL_000548

Company	Location	Loc Address	Descriptions	Addl Desc	Category	Fixed APR	Variable APR
			Boats, Motorcycles, Mopeds, or ATV's/4wheelers, Other, Used vehicles		UnsecuredPersonal	400	400
	CAROLINA'S BEST OF GREENVILLE WEST, LLC						
		6520 WHITEHORSE RD		GREENVILLE	SC	29611	
			Boats, Motorcycles, Mopeds, or ATV's/4wheelers, Used vehicles		SecuredPersonal	400	400
			Boats, Motorcycles, Mopeds, or ATV's/4wheelers, Other, Used vehicles		UnsecuredPersonal	400	400
	CAROLINA'S BEST OF GREER, LLC						
		14105A E WADE HAMPTON BLVD		GREER	SC	29651	
			Boats, Motorcycles, Mopeds, or ATV's/4wheelers, Used vehicles		SecuredPersonal	400	400
			Boats, Motorcycles, Mopeds, or ATV's/4wheelers, Other, Used vehicles		UnsecuredPersonal	400	400
	CAROLINA'S BEST OF ROCK HILL, LLC						
		1158 CHERRY ROAD		ROCK HILL	SC	29732	
			Boats, Motorcycles, Mopeds, or ATV's/4wheelers, Other, Used vehicles		UnsecuredPersonal	400	400
			Boats, Motorcycles, Mopeds, or ATV's/4wheelers, Used vehicles		SecuredPersonal	400	400
	CAROLINA'S BEST OF SENECA, LLC						
		101 HIGHWAY 123 BYPASS		SENECA	SC	29678	
			Boats, Motorcycles, Mopeds, or ATV's/4wheelers, Used vehicles		SecuredPersonal	400	400
			Boats, Motorcycles, Mopeds, or ATV's/4wheelers, Other, Used vehicles		UnsecuredPersonal	400	400
	CAROLINA'S BEST OF SPARTANBURG, LLC						
		1540 ASHEVILLE HWY		SPARTANBURG	SC	29303	
			Boats, Motorcycles, Mopeds, or ATV's/4wheelers, Other, Used vehicles		UnsecuredPersonal	400	400
			Boats, Motorcycles, Mopeds, or ATV's/4wheelers, Used vehicles		SecuredPersonal	400	400

Company	Location	Loc Address	Descriptions	Addl Desc	Category	Fixed APR	Variable APR
CAROLINA'S BEST TITLE LOANS							
		146 WALNUT LANE STE C		TRAVELERS REST	SC	29690	
		Boats, Motorcycles, Mopeds, or ATV's/4wheelers, Used vehicles			SecuredPersonal	400	400
		Boats, Motorcycles, Mopeds, or AIV's/4wheelers, Other, Used vehicles			UnsecuredPersonal	400	400
CARTER JEWELERS		1648 STATE RD			CHERAW	SC	29520
CARTER JEWELERS							
		1648 STATE RD		CHERAW	SC	29520	
		Jewelry			OpenEnd	36	0
		Jewelry			Unsecured	36	0
		810 E MAIN ST STE F		LAURENS	SC	29360	
		Jewelry			Unsecured	39	0
		Jewelry			Other	29	0
		Jewelry			OpenEnd	29	0
CARTITLELOANS.NET, LLC							
	RALEIGH						
		4926 WINDY HILL DR		RALEIGH	NC	27609	
		Used vehicles, New vehicles, Other		Title Loans	Secured	250	0
CASH CENTRAL OF SOUTH CAROLINA LLC		84 EAST 2400 NORTH			North Logan	UT	84341
CASH CENTRAL OF SOUTH CAROLINA LLC							
		84 E 2400 N		NORTH LOGAN	UT	843412902	
		Selected dollar amounts for loans			UnsecuredPersonal	246.9	0
	www.cashcentral.com						
		84 EAST 2400 NORTH		NORTH LOGAN	UT	84341	
		Selected dollar amounts for loans			UnsecuredPersonal	246.9	0
CASH CREDIT CO		1369 Ashley River Rd			Charleston	SC	29407-5303
CASH CREDIT CO							
		1369 ASHLEY RIVER RD		CHARLESTON	SC	29407	
		Selected dollar amounts for loans			SecuredPersonal	180	0

Company	Location	Loc Address	Descriptions	Addl Desc	Category	Fixed APR	Variable APR
		1316 RED BANK RD STE 2		GOOSE CREEK	SC	29445	
		Selected dollar amounts for loans			SecuredPersonal	180	0
		1672 N MAIN ST STE 11		SUMMERVILLE	SC		
		Selected dollar amounts for loans			SecuredPersonal	180	0
CASH DOCTORS		4530 LADSON ROAD STE 12		SUMMERVILLE	SC	29485	
	CASH DOCTORS						
		8540 B OLD STATE ROAD		HOLLY HILL	SC	29059	
		Selected dollar amounts for loans			UnsecuredPersonal	400	0
		404 CORNER SQUARE		MONCKS CORNER	SC	29461	
		Selected dollar amounts for loans			UnsecuredPersonal	400	0
		4530 LADSON RD STE 12		SUMMERVILLE	SC	29485	
		Selected dollar amounts for loans			UnsecuredPersonal	400	0
CASH LOAN CO INC		200 N. Pleasantburg Dr, Ste E		Greenville	SC	29607-2151	
	CASH LOAN						
		200 N PLEASANTBURG DR STE E		GREENVILLE	SC	29607	
		Selected dollar amounts for loans			SecuredPersonal	180	0
	CASH LOAN CO INC						
		405 N LIMESTONE ST		GAFFNEY	SC	29340	
		Selected dollar amounts for loans			SecuredPersonal	180	0
CASHWELL FINANCIAL OF SC LLC		791-C East Main St.		Spartanburg	SC	29302	
	CASHWELL						
		305-1 WHITEHALL ST		ABBEVILLE	SC	29620	
		Other			UnsecuredPersonal	348	0
		2567 WHISKEY RD		AIKEN	SC	29803	
		Other			UnsecuredPersonal	348	0
		3501 CLEMSON BLVD STE 107		ANDERSON	SC	29621	
		Other			UnsecuredPersonal	348	0
		645A HWY 28 BYPASS		ANDERSON	SC	29624	
		Other			UnsecuredPersonal	348	0
		2535 BOUNDARY ST STE C		BEAUFORT	SC	29906	
		Other			UnsecuredPersonal	348	0

STATE OF SOUTH CAROLINA

IN THE COURT OF COMMON PLEAS

COUNTY OF RICHLAND

Case No. 2016-CP-40-02859

South Carolina Department of Consumer
Affairs,

Plaintiff,

vs.

Cash Central of South Carolina, LLC,

Defendant.

2017 MAY -5 PM 2:36
CLERK OF COURT
RICHLAND COUNTY

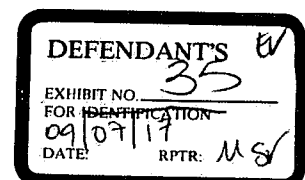
AFFIDAVIT OF BARRY B. WHEELER

I, Barry B. Wheeler, after being duly sworn upon oath, testify as follows:

1. I am a citizen and resident of Columbia, South Carolina; I am over the age of 18; and I am competent to give the testimony set forth in this affidavit.

2. I am employed as the Operations Manager for Litigation Technology, with the law firm of Haynsworth Sinkler Boyd, P.A. In this role, I specialize in the preservation, collection, processing, analysis, and production of electronically stored information for use in the litigation discovery process or for presentation at trial.

3. On or about April 3, 2017, and again on April 13, 2017, I was asked to recover electronically stored information, specifically website pages relating to www.cashcentral.com, from the Internet Archive's WayBack Machine, which can be found at the following URL: http://web.archive.org/. The Internet Archive is a 501(c)(3) non-profit organization dedicated to building a digital library of Internet sites and other cultural artifacts in digital form. The Wayback Machine is a service that allows people to visit archived versions of websites at specific URLs. See https://archive.org/about/faqs.php#The_Wayback_Machine.



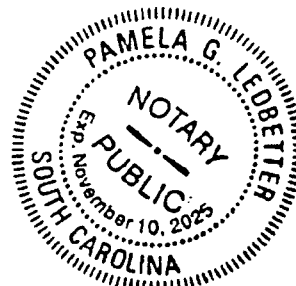
4. Examples of the www.cashcentral.com "home" website page as it existed on or about November 13, 2013, May 10, 2014, October 20, 2014, March 27, 2015, April 26, 2015, and July 6, 2015 are attached as Exhibits B-1 through B-6¹ and labeled CASHCENTRAL_000492 – 000497. These archived website pages were found on the Wayback Machine using the URL www.cashcentral.com, and were downloaded on April 12 and 13, 2017.

5. Examples of a South Carolina specific web page entitled "South Carolina Fee Schedule," which was a web page on the www.cashcentral.com website, as it existed on or around October 10, 2014, March 27, 2015, and April 26, 2015, are attached as Exhibits C-3 through C-5 and labeled CASHCENTRAL_000500 – 000502. These archived website pages were found on the Wayback Machine using the URL http://www.cashcentral.com/Fees/South%20Carolina, and were downloaded on April 3 and 13, 2017.

Barry B. Wheeler
Barry B. Wheeler

Sworn to and subscribed before me
this 2 day of May 2017.

Pamela G. Ledbetter
Notary Public, State of South Carolina
My commission expires 11-10-2025



¹ For ease of comparison and reference, the exhibits referenced herein correspond to the exhibit numbers in the First Revised and Supplemental Affidavit of Todd Jensen.

Online Lending Made Simple

Apply Now!
Simple Process for Quick Money

Name

First Name

Last Name

Email

City/State/Zip

Country

State

Select...

Next



Need Help?

NEW TO CASHCENTRAL.COM

CUSTOMERS

STATES & FEES

ABOUT US

- How Payday Loans Work
- How Installment Loans Work
- Why Choose Cash Central
- Frequently Asked Questions
- Apply Now

- Customer Login
- Request a Loan
- Refinance your Loan
- Make a Payment

- States, Licenses & Registration
- Cash Central Fees

- About Cash Central
- Contact Us

Customer Notice: A single payday loan is typically for two to four weeks. However, borrowers often use these loans over a period of months, which can be expensive. Payday loans are not recommended as long-term financial solutions. Customers with credit difficulties should seek credit counseling.



Cash Central is a member of the
Community Financial
Services Association of
America



"Like" or "Follow" Cash
Central on Facebook
Twitter or Google+ for
exclusive discounts and
updates



Secure. Reliable. State
Licensed. Safely apply
and know you're
protected by state law.



Confidential 24/7 Online
Convenience. Day or
night you can easily apply
in the privacy of your own
home.

EXHIBIT B-1

CASHCENTRAL_000492

Apply Now!
Simple Process for Quick Money

Name

First Name

Last Name

Email

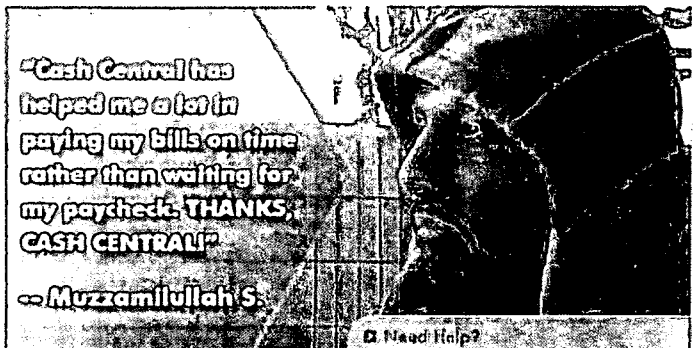
Email Address

Phone Number

State

Select...

Next



[Need Help?](#)

NEW TO CASHCENTRAL.COM

CUSTOMERS

STATES & FEES

ABOUT US

- How Payday Loans Work
- How Installment Loans Work
- Why Choose Cash Central
- Frequently Asked Questions
- Apply Now

- Customer Login
- Request a Loan
- Refinance your Loan
Availability subject to state law
- Make a Payment

- States, Licenses & Registration
- Cash Central Fees

- About Cash Central
- Contact Us

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Cash Central is a member of the
Community Financial Services Association of America



Like or Follow Cash Central on Facebook, Twitter or Google+ for exclusive discounts and updates.



Secure, Realistic State Licensed. Safety, speed and know you're protected by State Law.

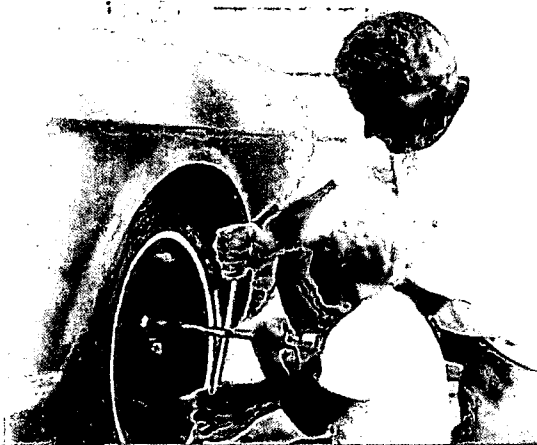


Confidential 24/7 Online Convenience. Day or night you can easily apply in the privacy of your own home.

EXHIBIT B-2

CASHCENTRAL_000493

BROWSER SUPPORT WARNING



EMERGENCY TODAY. MONEY TOMORROW.

Cash Central has been bridging financial gaps with secure funds for a long time. Let us help you today. For more information, visit [cashcentral.com](#) or call 1-800-451-1111.

APPLY NOW >
TO GET CASH CLOUTY

NEED HELP?
Visit [Cash Central](#) or call 1-800-451-1111

PERSONAL
LOANS ONLINE

CURRENT
CUSTOMERS

RESOURCE
CENTER

ABOUT
CASH CENTRAL

SIGNATURE INSTALLMENT LOANS

Signature installment loans are characterized by a series of monthly or biweekly payments usually over a period of twenty-four months. Signature installment loan amounts are typically between \$1,000 and \$5,000.

PAYDAY LOANS ONLINE

Payday loans are short-term cash loans directly deposited into your checking account by Cash Central. People from all walks of life generally use their payday loan for emergency expenses, including doctor bills, utility payments, rent payments, or to avoid bouncing a check (or checks) at their financial institution.

CASH CENTRAL IS A MEMBER OF THE COMMUNITY FINANCIAL SERVICES ASSOCIATION OF AMERICA (CFSA).



"Like" or "Follow" Cash Central on Facebook, Twitter or Google+ for exclusive discounts and updates.



Cash Central is a member of the Community Financial Services Association of America.



Secure, Reliable, State Licensed. Safely apply and know you're protected by state law.



Confidential 24/7 Online Convenience. Day or night you can easily apply in the privacy of your own home.

BROWSER SUPPORT WARNING



MONEY WHEN YOU NEED IT

We combine our combined and leading experience with technology to provide you with a secure and convenient way to get the money you need when you need it. Apply now to get cash quickly.

APPLY NOW >

TO GET CASH QUICKLY

ALREADY A CUSTOMER? LOG IN

PERSONAL
LOANS ONLINE

CURRENT
CUSTOMERS

RESOURCE
CENTER

ABOUT
CASH CENTRAL

SIGNATURE INSTALLMENT LOANS

Signature installment loans are characterized by a series of monthly, semi-monthly or biweekly payments made over a period of twenty-four months. Signature installment loan amounts are typically between \$1,000 and \$5,000.

PAYDAY LOANS ONLINE

Payday loans are short-term cash loans directly deposited into your checking account by Cash Central. People from all walks of life generally use their payday loan for emergency expenses, including doctor bills, utility payments, rent payments, or to avoid bouncing a check (or checks) at their financial institution.

"Cash Central is a great resource for people who need cash quickly. I applied for a payday loan and it was approved within minutes. The money was deposited into my account the next day. I was able to pay my bills and get back on track. I highly recommend Cash Central to anyone who needs cash quickly." - John D., Customer



"Like" or "Follow" Cash Central on Facebook, Twitter or Google+ for exclusive discounts and updates.



Cash Central is a member of the Community Financial Services Association of America.



Secure, Reliable, State Licensed. Safely apply and know you're protected by state law.



Confidential 24/7 Online Convenience. Day or night you can easily apply in the privacy of your own home.

BROWSER SUPPORT WARNING



PAYDAY & SIGNATURE INSTALLMENT LOANS

With immediate access to cash, our installment loan customers can take care of their cash needs, such as car repairs.

APPLY NOW >

100% SECURED

ALREADY HAVE AN ACCOUNT?

PERSONAL
LOANS ONLINE

CURRENT
CUSTOMERS

RESOURCE
CENTER

ABOUT
CASH CENTRAL

SIGNATURE INSTALLMENT LOANS

Signature installment loans are characterized by a series of monthly, semi-monthly or biweekly payments usually over a period of twenty-four months. Signature installment loan amounts are typically between \$1,000 and \$5,000.

PAYDAY LOANS ONLINE

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Secure, Reliable, State Licensed. Safely apply and know you're protected by state law.



Confidential 24/7 Online Convenience. Day or night you can easily apply in the privacy of your own home.



FINALLY, A LOAN YOU CAN TRUST.

From payday loans to installment loans, Cash Central has the solution for your financial needs. We're here to help you get the cash you need, fast. Apply online today.

APPLY NOW >

TO GET CASH QUICKLY

ALREADY HAVE AN ACCOUNT?

NEED HELP?
Live Chat is available

PERSONAL
LOANS ONLINE

CURRENT
CUSTOMERS

RESOURCE
CENTER

ABOUT
CASH CENTRAL

INSTALLMENT LOANS

Installment loans are characterized by a series of monthly, semi-monthly or biweekly payments usually over a period of twenty-four months. Installment loan amounts are typically between \$1,000 and \$5,000.

PAYDAY LOANS ONLINE

Payday loans are short-term cash loans directly deposited into your checking account by Cash Central. People from all walks of life generally use their payday loan for emergency expenses, including doctor bills, utility payments, rent payments, or to avoid bouncing a check (or checks) at their financial institution.

11 11



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EXHIBIT B-6

SOUTH CAROLINA FEE SCHEDULE

Updated: 10/1/2014

View the full fee schedule on our website.

SIGNATURE INSTALLMENT LOAN FEES

South Carolina law requires that the fee schedule for a signature installment loan be disclosed to the borrower at the time of the loan agreement. These fees are based on the regular payment period of 12, 18 or 24 months based on your selection of term. The fees are based on the regular payment period of 12, 18 or 24 months based on your selection of term. The fees are based on the regular payment period of 12, 18 or 24 months based on your selection of term. The fees are based on the regular payment period of 12, 18 or 24 months based on your selection of term.

REPRESENTATIVE EXAMPLE OF SIGNATURE INSTALLMENT LOAN FEES

12 month Signature Installment Loan of \$1,000.00 loan Amount would require 12 payments of \$122.27, APR: 229.99%.

The example fee schedule for a Signature Installment Loan is provided for informational purposes only. It is not intended to be used as a basis for a loan agreement. The actual fees and terms of a loan will be determined by the lender and the borrower.

Loan Amount

\$1,000.00

Payment Period

12 Months

Payment Method

Monthly

Payment Amount

\$122.27

To view a specific signature installment example, select the loan amount, payment period, and payment method from the dropdown menus above.

Payment in Months	Payment Cycle	APR %	Finance Charge	Amount Financed	Total Payments
12	Monthly	229.99%	\$1,000.00	\$1,000.00	\$1,000.00
12	Bi-weekly	229.99%	\$1,000.00	\$1,000.00	\$1,000.00
12	Monthly	229.99%	\$1,000.00	\$1,000.00	\$1,000.00
12	Bi-weekly	229.99%	\$1,000.00	\$1,000.00	\$1,000.00
12	Monthly	229.99%	\$1,000.00	\$1,000.00	\$1,000.00
12	Bi-weekly	229.99%	\$1,000.00	\$1,000.00	\$1,000.00

The example APR is based on the maximum rate of 229.99% for a 12-month loan.

Consumers: All supervised and regulated creditors making consumer loans in South Carolina are required by law to post a schedule showing the maximum rate of LOAN FINANCE CHARGES stated as ANNUAL PERCENTAGE RATES that the creditor intends to charge for various types of consumer credit transactions.

The purpose of this requirement is to assist you in comparing the maximum rates that creditors charge, thereby forming your understanding of the terms of consumer credit transactions and helping you to avoid the uninformed use of credit.

NOTE: Creditors are prohibited only from granting consumer credit at rates higher than those specified above. A creditor may be willing to grant you credit at rates that are lower than those specified, depending on the amount, terms, collateral and your credit worthiness.

The fee schedule posted on the payment schedule is based on the maximum rate of 229.99% for a 12-month loan.

The example fee schedule is provided for informational purposes only.

The actual fees and terms of a loan will be determined by the lender and the borrower.



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Secure, Reliable, Fast Lending. Fully apply and know you're protected by state law.



Confidential 24/7 Online Communication. Day or night you can easily apply in the privacy of your own home.

ABOUT CASH CENTRAL

4. $\frac{d}{dt} \left(\frac{1}{r^2} \right) = -\frac{2}{r^3} \frac{dr}{dt}$

10. The following are the main findings of the study:

12 month Signature Installment Loan at \$1,000.00 loan amount would require 12 payments of \$229.27 APR: 23.99%

1. The Commission has received information from the Ministry of Health, the Ministry of Education, and the Ministry of Social Services, regarding the implementation of the National Curriculum Framework for the 21st Century. The Commission has also received information from the Ministry of Health, the Ministry of Education, and the Ministry of Social Services, regarding the implementation of the National Curriculum Framework for the 21st Century.

SUBJECT

DIVISION

MONTH

DATE

^a The number of subjects who were included in each group was determined by the number of subjects who had completed the study protocol at the time of the final assessment.

Payment in Month	Payment Cycle	SALES	Revenue Change	Revenue Financial	Total Pay
1	Normal	100.00	100.00	100.00	100.00
2	Normal	100.00	100.00	100.00	100.00
3	Normal	100.00	100.00	100.00	100.00
4	Normal	100.00	100.00	100.00	100.00
5	Normal	100.00	100.00	100.00	100.00
6	Normal	100.00	100.00	100.00	100.00
7	Normal	100.00	100.00	100.00	100.00
8	Normal	100.00	100.00	100.00	100.00
9	Normal	100.00	100.00	100.00	100.00
10	Normal	100.00	100.00	100.00	100.00
11	Normal	100.00	100.00	100.00	100.00
12	Normal	100.00	100.00	100.00	100.00
13	Normal	100.00	100.00	100.00	100.00
14	Normal	100.00	100.00	100.00	100.00
15	Normal	100.00	100.00	100.00	100.00
16	Normal	100.00	100.00	100.00	100.00
17	Normal	100.00	100.00	100.00	100.00
18	Normal	100.00	100.00	100.00	100.00
19	Normal	100.00	100.00	100.00	100.00
20	Normal	100.00	100.00	100.00	100.00
21	Normal	100.00	100.00	100.00	100.00
22	Normal	100.00	100.00	100.00	100.00
23	Normal	100.00	100.00	100.00	100.00
24	Normal	100.00	100.00	100.00	100.00
25	Normal	100.00	100.00	100.00	100.00
26	Normal	100.00	100.00	100.00	100.00
27	Normal	100.00	100.00	100.00	100.00
28	Normal	100.00	100.00	100.00	100.00
29	Normal	100.00	100.00	100.00	100.00
30	Normal	100.00	100.00	100.00	100.00
31	Normal	100.00	100.00	100.00	100.00
32	Normal	100.00	100.00	100.00	100.00
33	Normal	100.00	100.00	100.00	100.00
34	Normal	100.00	100.00	100.00	100.00
35	Normal	100.00	100.00	100.00	100.00
36	Normal	100.00	100.00	100.00	100.00
37	Normal	100.00	100.00	100.00	100.00
38	Normal	100.00	100.00	100.00	100.00
39	Normal	100.00	100.00	100.00	100.00
40	Normal	100.00	100.00	100.00	100.00
41	Normal	100.00	100.00	100.00	100.00
42	Normal	100.00	100.00	100.00	100.00
43	Normal	100.00	100.00	100.00	100.00
44	Normal	100.00	100.00	100.00	100.00
45	Normal	100.00	100.00	100.00	100.00
46	Normal	100.00	100.00	100.00	100.00
47	Normal	100.00	100.00	100.00	100.00
48	Normal	100.00	100.00	100.00	100.00
49	Normal	100.00	100.00	100.00	100.00
50	Normal	100.00	100.00	100.00	100.00
51	Normal	100.00	100.00	100.00	100.00
52	Normal	100.00	100.00	100.00	100.00
53	Normal	100.00	100.00	100.00	100.00
54	Normal	100.00	100.00	100.00	100.00
55	Normal	100.00	100.00	100.00	100.00
56	Normal	100.00	100.00	100.00	100.00
57	Normal	100.00	100.00	100.00	100.00
58	Normal	100.00	100.00	100.00	100.00

7. The Commission has also received information from the Government of the Republic of the Philippines that the military forces of the Government of the Republic of the Philippines have been involved in the commission of human rights violations in the Philippines.

Consumers: All supervised and regulated creditors making consumer loans in South Carolina are required by law to post a schedule showing the maximum rate of **LOAN FINANCE CHARGES** stated as **ANNUAL PERCENTAGE RATES** that the creditor intends to charge for various types of consumer credit transactions.

The purpose of this requirement is to assist you in comparing the maximum rates that creditors charge, thereby furthering your understanding of the terms of consumer credit transactions and helping you to avoid the unfairness of usury.

NOTE: Creditors are prohibited only from granting consumer credit at rates higher than those specified above. A creditor may be willing to grant you credit at rates that are lower than those specified, depending on the amount, terms, collateral and your credit worthiness.

[illegible]

* $\frac{1}{2} = \frac{1}{2} \times \frac{1}{2} = \frac{1}{4}$ $\frac{1}{4} = \frac{1}{4} \times \frac{1}{2} = \frac{1}{8}$ $\frac{1}{8} = \frac{1}{8} \times \frac{1}{2} = \frac{1}{16}$ $\frac{1}{16} = \frac{1}{16} \times \frac{1}{2} = \frac{1}{32}$ $\frac{1}{32} = \frac{1}{32} \times \frac{1}{2} = \frac{1}{64}$ $\frac{1}{64} = \frac{1}{64} \times \frac{1}{2} = \frac{1}{128}$ $\frac{1}{128} = \frac{1}{128} \times \frac{1}{2} = \frac{1}{256}$ $\frac{1}{256} = \frac{1}{256} \times \frac{1}{2} = \frac{1}{512}$ $\frac{1}{512} = \frac{1}{512} \times \frac{1}{2} = \frac{1}{1024}$ $\frac{1}{1024} = \frac{1}{1024} \times \frac{1}{2} = \frac{1}{2048}$ $\frac{1}{2048} = \frac{1}{2048} \times \frac{1}{2} = \frac{1}{4096}$ $\frac{1}{4096} = \frac{1}{4096} \times \frac{1}{2} = \frac{1}{8192}$ $\frac{1}{8192} = \frac{1}{8192} \times \frac{1}{2} = \frac{1}{16384}$ $\frac{1}{16384} = \frac{1}{16384} \times \frac{1}{2} = \frac{1}{32768}$ $\frac{1}{32768} = \frac{1}{32768} \times \frac{1}{2} = \frac{1}{65536}$ $\frac{1}{65536} = \frac{1}{65536} \times \frac{1}{2} = \frac{1}{131072}$ $\frac{1}{131072} = \frac{1}{131072} \times \frac{1}{2} = \frac{1}{262144}$ $\frac{1}{262144} = \frac{1}{262144} \times \frac{1}{2} = \frac{1}{524288}$ $\frac{1}{524288} = \frac{1}{524288} \times \frac{1}{2} = \frac{1}{1048576}$ $\frac{1}{1048576} = \frac{1}{1048576} \times \frac{1}{2} = \frac{1}{2097152}$ $\frac{1}{2097152} = \frac{1}{2097152} \times \frac{1}{2} = \frac{1}{4194304}$ $\frac{1}{4194304} = \frac{1}{4194304} \times \frac{1}{2} = \frac{1}{8388608}$ $\frac{1}{8388608} = \frac{1}{8388608} \times \frac{1}{2} = \frac{1}{16777216}$ $\frac{1}{16777216} = \frac{1}{16777216} \times \frac{1}{2} = \frac{1}{33554432}$ $\frac{1}{33554432} = \frac{1}{33554432} \times \frac{1}{2} = \frac{1}{67108864}$ $\frac{1}{67108864} = \frac{1}{67108864} \times \frac{1}{2} = \frac{1}{134217728}$ $\frac{1}{134217728} = \frac{1}{134217728} \times \frac{1}{2} = \frac{1}{268435456}$ $\frac{1}{268435456} = 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(The following information was obtained from the records of the Federal Bureau of Investigation, Department of Justice.)



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EXHIBIT C-5

CASH CENTRAL 000502

STATE OF SOUTH CAROLINA

IN THE COURT OF COMMON PLEAS

COUNTY OF RICHLAND

Case No. 2016-CP-40-02859

South Carolina Department of Consumer
Affairs.

Plaintiff.

vs.

Cash Central of South Carolina, LLC.

Defendant.

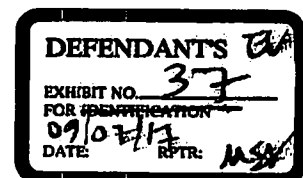
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RICHLAND COUNTY

AFFIDAVIT OF VICTOR STANGO, Ph.D.

I. QUALIFICATIONS

1. I am an Associate Professor of Management at the University of California, Davis. Since receiving my Ph.D. in Economics from the University of California, Davis in 1996, I have taught at the Tuck School of Business at Dartmouth College, the Graduate School of Business at the University of Chicago, the Haas School of Business at the University of California, Berkeley, and the University of Tennessee. I have also been an Economist / Senior Economist at the Federal Reserve Bank of Chicago, and a Visiting Senior Economist at the Federal Reserve Bank of New York.

2. I am an expert on consumer and firm behavior in household financial settings. My academic research covers subjects such as how lenders disclose installment loan terms—interest rates, payments, maturities and other information—to consumers. My research also examines how consumers interpret and compare the terms of loans from different financial institutions, and assesses how disclosures about loan terms relate to the use of credit and loan comparisons. I have published more than twenty articles in leading academic finance and economics outlets including the *American Economic Review*, the *Journal of Finance*, and the *Review of Financial Studies*. I have received grants from the National Science Foundation, Russell Sage Foundation, NET Institute, Filene Institute and the FDIC in support of my research. In the last several years I have



presented my research at the Consumer Financial Protection Bureau (CFPB), the National Bureau of Economic Research, the American Economic Association, and other venues.

3. Appendix A contains my curriculum vitae and outlines my experience in this area, including a list of my publications. The matters in which I have provided expert testimony in the last five years are listed in Appendix B. My compensation in this matter is in no way contingent or based on my opinions expressed herein, or the outcome of this or any other matter.

II. ASSIGNMENT AND SUMMARY OF OPINIONS

4. I have been asked by counsel for Cash Central of South Carolina, LLC ("Cash Central") to opine on issues related to Cash Central's disclosure of consumer installment loan terms and related information on its website, during the period October 24, 2013 to April 10, 2015 (the "Relevant Time Period"). Specifically, I have been asked whether:

- a. Cash Central's loan disclosures are superior, equivalent or inferior when compared to an alternative "Maximum Rate Schedule" (or "MRS") issued by the South Carolina Department of Consumer Affairs ("SCDCA"), in terms of the comprehensiveness of information provided and how such comprehensiveness promotes the informed use of credit and facilitates loan term comparisons across lenders;
- b. Cash Central's loan disclosures are superior, equivalent or inferior when compared to the MRS, in terms of relevance to the terms of actual loans taken out by Cash Central customers during the Relevant Time Period, and how such relevance promotes the informed use of credit and facilitates loan term comparisons across lenders;
- c. The manner of Cash Central's online loan disclosure is superior, equivalent or inferior to the MRS in terms of comporting with well-accepted principles of consumer installment loan disclosure, and thereby promoting the informed use of credit and facilitating loan term comparisons across lenders;
- d. Replacing the Cash Central disclosures with the MRS during the relevant time period would have increased, left unchanged or reduced information available to

promote the informed use of credit and facilitate loan term comparison shopping among Cash Central customers.

5. In formulating my opinions, I draw on my expertise in the field of household finance, rely on direct comparisons of the two disclosures and other facts of the case provided to me, examine data regarding the actual loans taken by Cash Central customers during the relevant time period, and highlight findings from relevant government and academic studies of installment loan disclosures.

6. I conclude that the Cash Central loan disclosures during the relevant time period are superior to the MRS, if the goals of such disclosures are promoting the informed use of credit and facilitating loan term comparisons across lenders. Specifically,

a. Cash Central's installment loan disclosures are superior to the MRS in terms of comprehensiveness, because they contain information about loan terms that is wider in scope and more specific.

i. Cash Central's disclosures are wider in scope because they show not just Annual Percentage Rates ("APRs") but also dollar finance charges, periodic payments, loan amounts and other information. In contrast, the MRS shows only a hypothetical maximum APR and a range of possible loan amounts, and fails to show information about, e.g., total finance charges or maturities. The wider scope of Cash Central's installment loan disclosures provides consumers with more complete information about the terms of credit, and permits more complete loan term comparisons across lenders.

ii. Cash Central's disclosures are more specific than the MRS because they show category-specific combinations of APRs, maturities and repayment frequencies along with other loan details. In contrast, the MRS shows only a single APR but fails to associate it with any other specific loan terms, and in contrast the MRS shows only a range of possible loan amounts but fails to link those amounts to any specific loan APRs, or any other loan information. The greater specificity of Cash Central's installment loan

disclosures provides consumers with more complete information about the terms of credit, and permits more complete loan term comparisons across lenders.

- b. Cash Central's installment loan disclosures are superior to the MRS in terms of relevance, because they present consumers with information about actual loans offered by Cash Central and obtained by consumers. In contrast, the MRS provides information that is hypothetical at best, and cannot specifically and completely describe a single loan taken by any Cash Central consumer during the relevant time period. Cash Central's disclosures describe terms of the credit consumers actually use, and allow comparisons of the loan terms consumers actually face.
- c. The manner of Cash Central's loan disclosures is superior to the MRS in how it comports with well-accepted principles of disclosure design as set out in government studies, where the goals of such disclosures are to promote the informed use of credit and facilitate loan term comparisons across lenders;
- d. Replacing the Cash Central disclosures with the MRS during the relevant time period would have reduced information available to inform the use of credit and facilitate loan term comparisons across lenders.

III. BACKGROUND: THE LOANS AND DISCLOSURES IN QUESTION

7. Here I describe the loans offered and made by Cash Central during the Relevant Time Period, and the different disclosures I understand to be at issue in this case.

A. Consumer Installment Loans Offered by Cash Central

8. During the Relevant Time Period in South Carolina, Cash Central offered unsecured consumer installment loans, in dollar amounts ranging from \$750 to \$5,000, with maturities of 6, 12, 18 and 24 months and biweekly/semi-monthly/monthly payments. (Jensen Aff. ¶ 17.)

9. The APR applicable to a loan depended, during the Relevant Time Period, on the terms above: the loan principal, first payment date, repayment frequency and the loan maturity. (Jensen

Aff. ¶ 20.) For each category of loan defined by those four terms, Cash Central therefore offered a single loan APR, representing the maximum APR that would be charged in that loan category.

10. Cash Central made loans to South Carolina customers exclusively through an online channel during the Relevant Time Period, through its website www.cashcentral.com. (Jensen Aff. ¶ 11.) Any South Carolina consumer receiving a Cash Central loan during the Relevant Time Period would have done so by visiting www.cashcentral.com and proceeding through five major steps and a series of sub-steps, culminating in completion of the loan transaction (Jensen Aff. ¶ 20.)

B. Disclosures Presented to Consumers by Cash Central

11. Cash Central presented several loan disclosures on its website during the Relevant time Period.

12. Before a customer applied for a loan, the customer could access, with two clicks from the main www.cashcentral.com web page, an interactive and customizable disclosure entitled "South Carolina Fee Schedule," which details example loan terms including maximum loan APRs by category, and provides comprehensive, consumer-specific terms of loans desired by consumers. This South Carolina Fee Schedule page was accessible to consumers with one click from numerous pages within the website. (Jensen Aff. ¶ 15.)

13. I understand that the content and appearance of the interactive and customizable "South Carolina Fee Schedule" web page changed slightly during the Relevant Time Period, but all of the schedules provide these key pieces of loan information (Jensen Aff. Exhibits C1-C6, Jensen Aff. ¶¶ 17-19.):

- a. A schedule showing maximum APRs and other terms for different loan categories, shown as a table and set apart from other text. Loan terms for each loan category include:
 - i. The loan maturity in months;
 - ii. The payment cycle (monthly/biweekly):

- iii. The loan APR;¹
 - iv. The total dollar amount of finance charges;
 - v. The loan principal or "amount financed";
- b. A 127-word disclosure, in bold text, stating the following:

Consumers: All supervised and restricted creditors making consumer loans in South Carolina are required by law to post a schedule showing the maximum rate of LOAN FINANCE CHARGES stated as ANNUAL PERCENTAGE RATES that the creditor intends to charge for various types of consumer credit transactions. The purpose of this requirement is to assist you in comparing the maximum rates that creditors charge, thereby furthering your understanding of the terms of consumer credit transactions and helping you to avoid the uninformed use of credit.

NOTE: Creditors are prohibited only from granting consumer credit at rates higher than those specified above. A creditor may be willing to grant you credit at rates that are lower than those specified, depending on the amount, terms, collateral and your credit worthiness.

- c. An interactive loan calculator allowing a customer to choose his/her desired loan category (principal/maturity/repayment frequency/start date), and see for that category the single maximum loan APR, the periodic payment, the number of payments, and the loan start/end dates. Any customer could, by varying loan terms in the calculator, view the maximum APRs on many different loan categories before applying for any loan.

14. Any customer who obtained a loan by proceeding through Cash Central's three-step application and approval process or five-step loan transaction process was also presented with tabs or links similar to the ones on the "home" page to the interactive and customizable "South Carolina Fee Schedule" at each step. (Jensen Aff. ¶ 26.)

¹ During the Relevant Time Period there were small variations in actual APRs paid for a given loan category, based on variations in loan start and first payment dates. Based on my review of the South Carolina Fee Schedules that would have appeared on the Cash Central web site during the Relevant Time period, all noted such variations via the statement "APR may change based on first payment date selected." (Jensen Aff. Exhibits C1-C6.)

15. In addition, any customer who obtained a loan faced, in the first step of the transaction process, another version of the interactive loan calculator mentioned above. (Jensen Aff. ¶ 19.) At that point the customer would select his/her desired loan category (maturity, first payment date, payment frequency and loan amount), after which Cash Central would present, for that specific loan:

- a. Loan APR;
- b. The loan maturity ("loan term");
- c. Periodic payment;
- d. Payment frequency;
- e. Loan start/end dates;
- f. Total interest charges.

16. To sum up, during the Relevant Time Period, Cash Central provided to all consumers visiting the Cash Central web site, not only maximum loan APRs and the 127-word passage quoted above, but also such maximum APRs by loan category, as well as many other pieces of loan information. Cash Central provided those loan terms including maximum APRs numerous times and at different stages before and during the loan application process. Critically, Cash Central provided comprehensive terms of loans that consumers selected themselves, including maximum APRs.

17. Indeed, because the disclosures provided by Cash Central are both interactive and customizable, those disclosures provided comprehensive and specific terms of any Cash Central loan about which a consumer wanted to become informed, for the purposes of using credit or comparing terms across lenders. The disclosures could provide a single customer with the terms of different loans by category, and could provide different consumers with different loan information, as selected by those consumers. Different customers could view more or less overall information depending on their preferences.

C. The SCDCA Maximum Rate Disclosure ("MRS")

18. I understand that in the view of the SCDCA, Cash Central during the Relevant Time Period was required to "post" what I refer to as a "Maximum Rate Schedule" ("MRS"), which

was to have been generated by the SCDCA and transmitted to Cash Central. (Complaint ¶¶ 30-34.)

19. I understand that no MRS for Cash Central existed during the Relevant Time Period, but I have been provided with an MRS issued by the SCDCA on April 10, 2015. (SCDCA 009). I understand the MRS in SCDCA 009 to be identical to the MRS that would have existed during the Relevant Time Period had it been created and transmitted to Cash Central. That MRS in SCDCA 009 therefore serves as the basis for my comparisons below and throughout this report.

20. The MRS contains:

- a. Information at the top of the page naming the SCDCA as issuer, showing the issuance/expiration date of the MRS, identifying Cash Central as the lender, and providing other information that does not pertain to the terms of loans;
- b. The 127-word accompanying text passage shown above in paragraph 13, identical to that on the Cash Central “South Carolina Fee Schedule”;
- c. A table describing in one line the “category” of loans, a non-specific dollar range of possible loans, and a single “Maximum APR” of 246.90%.

21. I discuss a more detailed comparison between the MRS and Cash Central’s many disclosures below, but in brief, I note here that the MRS contains no information about loan maturity, loan start and end dates, periodic payments or repayment frequency. It does not describe any one specific loan, either as an example or at a consumer’s request. It does not show how maximum loan APRs would, for different categories of loans, vary by loan amount, start date, maturity, and repayment frequency. It is by all of those measures inferior on its face to the Cash Central disclosures, in terms of providing information to promote the informed use of credit and to facilitate loan term comparisons across lenders.

22. Beyond that—and perhaps because it may have been intended to hang dormant on a wall rather than to engage consumers online like the Cash Central disclosures—the MRS offers none of the interactivity and customizability of the South Carolina Fee Schedule. Constrained by its static format, the MRS is incapable of transmitting, at the customer’s request, any specific loan information about which a customer wants to be informed, or which a consumer wants to compare to another lender. It cannot allow a consumer to compare many different Cash Central

loans, varying by APR and other terms. It cannot vary loan information it provides to different consumers based on the loan information requested by those different consumers, as do the Cash Central disclosures.

IV. THE CASH CENTRAL DISCLOSURES PROVIDE MORE COMPREHENSIVE LOAN INFORMATION COMPARED TO THE MRS

23. Here I compare the information included in the Cash Central Disclosures to that in the MRS.²

24. As plain fact, the Cash Central disclosure provides *broader* information than the MRS. In particular, it provides:

- a. A range of maximum APRs corresponding to different loan categories, rather than a single hypothetical "maximum APR";
- b. The loan maturity ("loan term");
- c. Periodic payment;
- d. Payment frequency;
- e. Loan start/end dates;
- f. Total interest (finance) charges.

25. To make the comparison concrete, the MRS provides no information about periodic payments, while the Cash Central disclosures do. The MRS provides no information about total finance charges, while the Cash Central disclosures do. The list goes on, but the conclusion that the Cash Central disclosures provide broader information is inescapable.

26. Even were the maximum APR cited on the MRS applicable to all actual Cash Central loans (and it does not, as I make clear below), an APR by itself incompletely describes the terms of credit.³ Loans with the same APR can have different periodic payments stemming from different loan amounts, different maturities and different repayment frequencies, also leading to

² In what follows, I largely focus the discussion on loan terms such as APRs rather than the required 127-word disclosure, which appears both on the MRS and on Cash Central's South Carolina Fee Schedule disclosure and therefore does not distinguish one disclosure from the other.

³ Daniel J. McDonald and Daniel L. Thornton, "A Primer on the Mortgage Market and Mortgage Finance," *Federal Reserve Bank of St. Louis Review*, January/February 2008, pp. 31-46.

different periodic payments. The Cash Central South Carolina Fee Schedule provides those terms to both prospective and actual customers; the MRS does not.

27. Nor can an APR by itself completely facilitate loan term comparisons across lenders. The fact that one lender charges an ambiguous “maximum rate of 200%” while another charges an ambiguous “maximum rate of 230%” cannot reveal whether that lender makes loans over longer or shorter time horizons, or allows greater flexibility in choosing repayment frequency, or makes significantly larger or smaller loans than the other. The Cash Central disclosures provide information that allows such comparisons, even before a prospective borrower begins the application process.

28. Such differences are not superficial or irrelevant. Studies of disclosures and how they promote the informed use of credit are replete with examples in which consumers express interest in knowing terms beyond the APR, and express a preference that disclosures contain such information.⁴ Some consumers find monthly payments more approachable than the APR when evaluating loan terms.⁵ Some consumers cite loan maturity as a useful piece of information on disclosures.⁶ Terms other than the APR *matter*.

29. The second way in which the Cash Central disclosures are more comprehensive is that they are more *specific*. The MRS lists but one specific (and hypothetical) APR, whereas the Cash Central disclosures list, at minimum, specific category-by-category APRs. The MRS provides a range of dollar loan amounts, whereas the Cash Central disclosures show, for each loan category, specific APRs corresponding to specific dollar loan amounts.

⁴ Durkin, Thomas A., “Consumers and Credit Disclosures: Credit Cards and Credit Insurance,” *Federal Reserve Bulletin*, Vol. 88, No. 4, April 2002. ICF Macro, “Summary of Findings: Design and Testing of Truth in Lending Disclosures for Closed-end Mortgages,” July 16, 2009. Macro International Inc., “Design and Testing of Effective Truth in Lending Disclosures,” May 16, 2007.

⁵ One study of disclosure design notes that consumers “typically evaluate loan offers using information on the form that they can interpret more easily [than the APR], such as monthly payment...” Hogarth, Jeanne M. and Ellen A. Merry, “Designing Disclosures to Inform Consumer Financial Decisionmaking: Lessons Learned from Consumer Testing,” *Federal Reserve Bulletin*, Vol. 97, No. 3, August 2011.

⁶ Wonder, N., Wilhelm, W. and Fewings, D. (2008), “The Financial Rationality of Consumer Loan Choices: Revealed Preferences Concerning Interest Rates, Down Payments, Contract Length, and Rebates,” *Journal of Consumer Affairs*, 42: 243–270.

30. Further, the MRS fails to associate its one stated APR with any other loan terms. Simply showing a loan APR without any accompanying information on maturity, repayment frequency or loan amount provides less complete information about the full price of that specific loan. The Cash Central disclosures show how specific APRs and loan amounts are tied to specific loan maturities and repayment frequencies. The MRS cannot inform a consumer about the monthly payment on a \$1000 loan repaid over 6 months; the Cash Central disclosures allow that. The MRS cannot inform a consumer what the total finance charge would be, on a \$1500 loan repaid bi-weekly over 12 months; the Cash Central disclosures allow that. The MRS cannot inform a consumer whether Cash Central makes loans in the specific dollar amount of \$1750; the Cash Central disclosures allow that. The MRS cannot facilitate comparison of the APR on a \$750 loan for 12 months, repaid bi-weekly, across lenders; the Cash Central disclosures allow that. And so on.

31. I am aware of no well-regarded economic research or economic theory suggesting that consumers are more informed about credit when provided less complete information about its terms. Nor am I aware of any economic research or economic theory suggesting that providing less complete information facilitates comparing loan terms across lenders, relative to providing more complete information. As an analogy from another setting, consider two disclosures car sellers could provide to car buyers:

- a. Disclosure A: "cars may have horsepower amounts ranging from 250-400 and may have a maximum price of \$40,000";
- b. Disclosure B: "a car with exactly 250 horsepower costs exactly \$25,000, a car with exactly 325 horsepower costs exactly \$31,000, and a car with exactly 400 horsepower costs exactly \$39,000."

32. I can conceive of no scenario in which Disclosure A provides more information to promote informed car purchases or facilitate car shopping, relative to Disclosure B. And likewise, any description of the cost of credit, or any comparison of loans across lenders, derived only from information on the MRS is less complete than what appears in the Cash Central disclosures.

33. It is important to note that “comparing loan terms” could mean comparing different loan options at the same lender. In that regard the South Carolina Fee Schedule completely trumps the MRS. The South Carolina Fee Schedule presents, row-by-row, a comprehensive list of loan terms across different loan categories, including relevant maximum loan APRs. The interactive loan calculator similarly allows a prospective borrower to compare myriad different loans, varying by loan amount, start date, repayment frequency and maturity, all from the convenience of a single web page dialog. The MRS is completely incapable of allowing such comparisons.

34. In brief, the information contained in the South Carolina Fee Schedule is far superior in how comprehensively it describes loan terms, being both broader in coverage and more specific in details, and thereby in how completely it facilitates loan shopping and promotes the informed use of credit relative to the significantly more limited information in the MRS.

V. THE CASH CENTRAL DISCLOSURES PROVIDE MORE RELEVANT LOAN INFORMATION COMPARED TO THE MRS

35. Here I describe how loan terms provided by the MRS and the South Carolina Fee Schedule match (or do not match) terms of actual loans obtained by Cash Central customers during the Relevant Time Period.

A. The Cash Central Disclosures Provide Terms of Loans Actually Taken Out by Cash Central Customers

36. To review, Cash Central provides loan terms to consumers at several points in the process:

- a. Before beginning a loan application, the consumer can access the interactive “South Carolina Fee Schedule” as described above in paragraph 12;
- b. At various steps of the loan application and approval and transaction processes the consumer can access the same schedule, as described above in paragraphs 12 and 14;
- c. In the loan transaction process the consumer first selects his/her desired loan terms from a drop-down menu similar to that on the South Carolina Fee Schedule page, as described above in paragraph 15.

37. The South Carolina Fee Schedule shows a matrix of representative loan categories, listing the specific APR, maturity, repayment frequency, finance charges and other information for each category. For any approved loan matching one in the matrix, Cash Central provides comprehensive information about the terms of the actual loan obtained.

38. The interactive loan calculator on the South Carolina Fee Schedule allows the consumer to choose his or her desired loan category and then provides the APR, maturity, periodic payment, loan start and end dates, repayment period, finance charges and other information for that loan category and any others selected. For any approved loan shown to a consumer using this calculator, Cash Central provides comprehensive information about the terms of the actual loan obtained.

39. Finally, because every consumer must select specific loan terms before applying, for any approved loan matching what a consumer selects from the drop-down menu, Cash Central provides comprehensive information about the terms of the actual loan obtained.

40. In brief, the Cash Central disclosures permit an exact match, on all terms listed above, between the loan described by Cash Central disclosures and the actual loan made to a Cash Central customer.

B. The MRS Can Not Completely Describe Actual Loan Terms, And Its Listed APR In Fact Does Not Match the APR on Any Single Loan Made to Any Cash Central Customer During the Relevant Time Period

41. The MRS, in contrast, cannot describe in comprehensive terms any loan made to even a single Cash Central customer during the Relevant Time Period. As noted above, the MRS fails to list the comprehensive terms—APR, maturity, loan start date, repayment frequency, and loan amount—of a single loan actually made to a Cash Central customer during the Relevant Time Period, because it omits any information about maturities, start dates, and repayment frequencies. It lists an APR but fails to associate that APR with any other specific loan terms, and so cannot describe any specific actual loan. It offers only a range of loan amounts, and so cannot describe the specific amount of any actual loan.

42. Even the single APR listed on the MRS does not match the actual loan APR made to any Cash Central customer during the Relevant Time Period. As part of my research in this case, I asked for and received from Cash Central a data file describing terms of all loans made by Cash

Central to South Carolina customers during the Relevant Time Period.⁷ (Cash Central 000376.) My review of those data show that the minimum rate, over all of the loans made during the relevant time period, was 146.04%. The maximum APR on all loans made was 246.64%. Therefore, in fact, the 246.90% APR listed on the MRS matches not a single loan made by Cash Central during the Relevant Time Period.

43. Even if one allows for slight APR variations due to different loan and payment start dates, and takes a more generous view of what would constitute a “match,” my review of the actual loans made by Cash Central during the Relevant Time Period indicates that 121 of the 15,116 loans, or fewer than 3%, had APRs greater than 240%. For the remainder, some 97% of all loans, the APR shown on the MRS matched the actual loan APR to the hundreds digit at best.

44. The MRS filing submitted by Cash Central in April 2015 makes clear that a single maximum APR is not representative of its actual loan terms, stating on the accompanying loan schedule “While *not typical*, depending on the date of the loan’s origination, requested first payment and term, it is *possible* that a given loan could have an APR as high as 246.90%.” (Cash Central 000091.)

45. So in that 2015 communication, Cash Central described to the SCDCA in clear terms that for its short-term installment lending, it not only offers multiple APRs in its different loan categories, but also that any one maximum APR would be “not typical” for its customers.

46. I cannot conceive of a situation in which disclosing hypothetical and atypical product attributes instead of actual product attributes better informs purchases and comparisons across sellers. To continue the car analogy, suppose that a consumer wants to buy a blue car with heated seats. Consider these two disclosures:

- Disclosure A: “A blue car with heated seats costs \$31,000.”
- Disclosure B: “Cars have different features, some blue and some not blue, some with heated seats and some without. The maximum possible price of a car is \$40,000, although 97% of all cars sell for less than that.”

⁷ The data were provided to me in a Microsoft Excel file, entitled “CONFIDENTIAL_CASHCENTRAL_000376.xlsx.”

47. The analogy is clear. Cash Central disclosures are type A: they permit a match between information provided and actual loan terms. The MRS is a disclosure of type B: even its one precise disclosure—the maximum APR—cannot inform consumers about terms of loans they will actually obtain, because it describes few to none of those loans. By the same logic, the MRS is equally inadequate in facilitating comparisons of actual loan terms across lenders.

VI. THE PROVISION OF LOAN INFORMATION IN CASH CENTRAL DISCLOSURES COMPORTS WITH WELL-ACCEPTED PRINCIPLES OF DISCLOSURE DESIGN

48. Academic and governmental studies of disclosure design abound.⁸ Many of those studies explicitly mention the link between disclosures, the informed use of credit and loan term comparisons across lenders.⁹

49. Many accepted studies of disclosures in consumer credit markets lay out a set of guiding principles for disclosure design.¹⁰ Here I offer my opinions as to how the various Cash Central disclosures comport with some of those guiding principles, including “using plain language,” “context and framing” and “what works in print may not work online.”

50. **Plain language:** Many disclosure studies emphasize that language in disclosures should be “plain” and “avoid jargon.” (e.g., “ICF Macro 2009 Home Equity” page 4.) Assessing

⁸ Durkin, Thomas A., “Consumers and Credit Disclosures: Credit Cards and Credit Insurance,” *Federal Reserve Bulletin*, Vol. 88, No. 4, April 2002 (“Durkin 2002”); Durkin, Thomas A., “Credit Card Disclosures, Solicitations, and Privacy Notices: Survey Results of Consumer Knowledge and Behavior,” *Federal Reserve Bulletin*, Vol. 92, 2006 (“Durkin 2006”); Macro International Inc., “Design and Testing of Effective Truth in Lending Disclosures,” May 16, 2007 (“Macro International 2007”); ICF Macro, “Summary of Findings: Design and Testing of Truth in Lending Disclosures for Home Equity Lines of Credit,” July 16, 2009 (“ICF Macro 2009 Home Equity”); ICF Macro, “Summary of Findings: Design and Testing of Truth in Lending Disclosures for Closed-end Mortgages,” July 16, 2009 (“ICF Macro 2009 Mortgages”); ICF Macro, “Summary of Findings: Design and Testing of Remittance Disclosures,” April 20, 2011 (“ICF Macro 2011”); Hogarth, Jeanne M. and Ellen A. Merry, “Designing Disclosures to Inform Consumer Financial Decisionmaking: Lessons Learned from Consumer Testing,” *Federal Reserve Bulletin*, Vol. 97, No. 3, August 2011 (“Hogarth and Merry 2011”).

⁹ E.g., one study discusses whether “fully informed consumers would make decisions that are optimal for their financial situations and lifestyles and, at the same time, enable markets to function efficiently.” (Designing Disclosures, page 3.) Or, that disclosures should “assure a meaningful disclosure of credit terms so that the consumer will be able to compare more readily the various credit terms available to him and avoid the uninformed use of credit.” (Durkin 2006, page 201.)

¹⁰ See for example “Designing Disclosures,” “Macro International 2007” and “ICF Macro 2009 Home Equity” cited in footnote 8 above.

whether language is “plain” can be subjective, but as an example, consider the language Cash Central uses at the top of its South Carolina Fee Schedule:

“South Carolina Installment Loans are available in amounts from \$750.00 up to \$5,000.00 based on your qualification. These loans are paid in regular payments over 6, 12, 18 or 24 months based on your selection of terms in either monthly, semi-monthly or biweekly payments with finance fees calculated daily. Refinances result in more finance charges paid over the life of the loan. Early loan repayment reduces overall finance fees. Late payments accrue additional finance fees and charges.”

51. Studies of disclosure design note that “grade level” assessments of disclosure passages can be “useful.” (ICF Macro, 2009 Mortgages page 23). If one uses an online tool assessing readability of that passage using accepted scales, the average grade level across the different measures reported is 9.44, or between 9th and 10th grade of high school.¹¹ The average for the text beginning “To view a specific Installment Loan example...” near the interactive loan calculator is 11.49, meaning below 12th grade of high school.

52. Consider instead the 127-word passage appearing on the MRS):¹²

“Consumers: All supervised and restricted creditors making consumer loans in South Carolina are required by law to post a schedule showing the maximum rate of LOAN FINANCE CHARGES stated as ANNUAL PERCENTAGE RATES that the creditor intends to charge for various types of consumer credit transactions.

The purpose of this requirement is to assist you in comparing the maximum rates that creditors charge, thereby furthering your understanding of the terms of consumer credit transactions and helping you to avoid the uninformed use of credit.

NOTE: Creditors are prohibited only from granting consumer credit at rates higher than those specified above. A creditor may be willing to grant you credit at rates that are lower than those specified, depending on the amount, terms, collateral and your credit worthiness.”

¹¹ https://www.online-utility.org/english/readability_test_and_improve.jsp.

¹² As I note above in paragraph 13, this same passage appears on all South Carolina Fee Schedules during the Relevant Time Period.

53. The same online calculators estimate the average grade level for that text as 17.81, or equivalent to college graduation and at least one year of graduate education.¹³

54. Another aspect of plain language is avoiding technical language or explaining terms. (ICF Macro 2009 Home Equity page 4.) The Cash Central Fee Schedule that I understand appeared on its web site in November 2013, as an example, listed below each loan term an explanation. The APR is “the cost of your credit at a yearly rate.” The finance charge is “the dollar amount the credit will cost you.”

55. **Contextual information and “framing”:** The relationship between a disclosure and the context of the individual’s circumstances can be important. One study notes “a disclosure document has more meaning when a consumer understands how the information relates to his or her personal circumstances.” (Designing Disclosures, page 12.)

56. As described above in paragraphs 13-15, the Cash Central disclosures allow—and at one stage of the application process, require—consumers to select loan terms via an interactive calculator. That calculator can therefore (indeed, can *only*) provide consumer-selected information, that information reflecting a consumer’s personal circumstances and preferences as they relate to loan amount, repayment frequency or any other loan term. The MRS, also as noted above, is static, and its partial disclosure of loan terms can never relate so precisely to a consumer’s personal circumstances.

57. **“What works in print may not work online”:** Studies of disclosure design note that “what works for the recipient of a print disclosure may not work when transferred to another recipient’s ‘screen of choice.’ ” (Designing Disclosures, page 20.) And more specifically:

“[P]rint disclosures are inherently static, while other consumer information has the potential for being dynamic. Online resources can be much more interactive and allow consumers to consider alternatives. Calculators...can help customers get estimates of their costs and payments...whether this is in the lender’s office or at the kitchen table.” (Designing Disclosures, page 23.)

¹³ https://www.online-utility.org/english/readability_test_and_improve.jsp.

58. That quote exemplifies the difference between the static MRS, which cannot “allow consumers to consider alternatives” or “help customers get estimates of their costs and payments,” and the Cash Central disclosures, which permit exactly those things.

59. **“Structure disclosures”:** Studies of disclosure design note that tabular presentation of information such as loan terms facilitates loan term comparisons across lenders: “Providing information in more structured formats, such as tables with consistent labels and headings, facilitates this kind of shopping comparison.” (ICF Macro Home equity, page 4.) The Cash Central disclosures, as noted above, present example loan terms, along with plain language headings, when disclosing actual loan terms to consumers.

60. Based on the discussion and comparisons above, and my reading of the many accepted studies of disclosure design from government and academia, the specific Cash Central disclosures at issue in this case, and notably the South Carolina Fee Schedule, comport more fully with accepted guiding principles of disclosure design than does the MRS.

VII. REPLACING THE CASH CENTRAL DISCLOSURES WITH THE MRS DURING THE RELEVANT TIME PERIOD WOULD HAVE REDUCED INFORMATION AVAILABLE TO PROMOTE THE INFORMED USE OF CREDIT AND FACILITATE LOAN COMPARISON SHOPPING

61. As I note in numerous places above, Cash Central’s many disclosures during the relevant time period were superior to the MRS, in at least the following ways:

- a. The Cash Central disclosures provide broad loan term information, covering a range of possible maximum APRs, periodic payments, maturities, repayment frequencies, finance charges and other information. Absent such disclosures, information about Cash Central’s cost of credit is less complete, and loan comparisons between Cash Central and other lenders are less complete;
- b. The Cash Central disclosures provide specific loan term information, detailing loan amounts, periodic payments, finance charges and other information in category-specific amounts associated with specific loan APRs. Absent such disclosures, information about Cash Central’s cost of credit is less complete, and loan comparisons between Cash Central and other lenders are less complete;

- c. The Cash Central disclosures provide information detailing the terms of actual Cash Central loans during the relevant time period, rather than hypothetical or atypical loans. Absent such disclosures, information about Cash Central's actual cost of credit is less complete, and actual loan comparisons between Cash Central and other lenders are less complete;

62. All of this makes one thing clear, and I say it without any equivocation: *if one were to have removed the Cash Central disclosures during the Relevant Time Period, particularly the South Carolina Fee Schedule, and replaced them with the MRS as it appears in SCDCA 009, such a change would have reduced information available to promote the informed use of credit by Cash Central customers, and such a change would have reduced information available to facilitate loan comparisons between Cash Central and other lenders.*

Executed this 2nd of May, 2017
Victor Stango

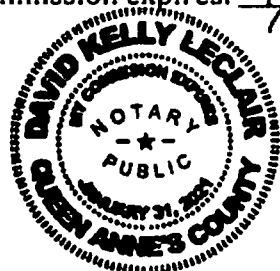
Sworn to and subscribed before me

this 2nd day of May, 2017.

David Kelly LeClair

Notary Public, State of Maryland

My commission expires: 1/31/2021



Materials Provided to Defense Expert Victor Stango

1.	Maximum Rate Schedule for Cash Central of South Carolina, LLC, 4/10/2015
2.	Certificate of Authority for Cash Central of South Carolina, LLC, 4/10/2015
3.	Maximum Rate Schedule for www.cashcentral.com, 4/10/2015
4.	Certificate of Authority for www.cashcentral.com, 4/10/2015
5.	Renewal Maximum Rate Filing Schedule-Consumer Loans, 4/8/2015
6.	Consumer Creditor Grantor Notification Form, 4/8/2015
7.	Confidential Loan Chart
8.	Affidavit of Rebecca Fox
9.	Affidavit of Amy Jennings
10.	Affidavit of S. Todd Jensen
11.	Complaint
12.	Amended Answer to Complaint
13.	Deposition of Carri Grube-Lybarker
14.	Deposition of James L. Copeland
15.	Deposition of Quinton Creed
16.	Screen shots of Cash Central's website
17.	First Revised and Supplemental Affidavit of S. Todd Jensen
18.	Plaintiff's Motion for Partial Summary Judgment
19.	Maximum APRs Offered for Consumer Transactions found on the Department's website
20.	Defendant's Motion for Partial Summary Judgment
21.	Plaintiff's document production, 11/22/2016
22.	Plaintiff's document production, 2/8/2017
23.	Initial Consumer Credit Grantor Notification Form
24.	Initial Maximum Rate Filing Schedule
25.	Emails between Rebecca Fox and Amy Jennings re consumer rights
26.	The Board's letter and attachments to Amy Jennings re Affidavit, 4/3/2015

**DEFENDANT'S
TRIAL
EXHIBIT 33**



STEVEN W. HAMM
ADMINISTRATOR
AND
CONSUMER ADVOCATE

The State of South Carolina

Department of Consumer Affairs

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July 30, 1986

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Administrative Interpretation No. 3.305-8601

A RESTRICTED LENDER THAT FAILS TO FILE A MAXIMUM RATE SCHEDULE AS REQUIRED BY § 37-3-305 IS LIMITED TO A MAXIMUM ANNUAL PERCENTAGE RATE OF 18%.

A restricted lender [S.C. Code Ann. § 37-3-501(4) (Law. Co-op. 1985)] has failed to file a Maximum Rate Schedule during fiscal year 1985. This lender wishes to know whether it can avoid readjustment to 18% APR of contracts entered into after July 1, 1985 by the assertion of a bona fide error defense under Section 37-5-202(7).

South Carolina Code Annotated Section 37-3-305(1) (Law. Co-op. 1985) provides:

Every creditor [§ 37-1-301(13)], other than an assignee of a credit obligation, making supervised or restricted consumer loans (§ 37-3-104) in this State shall on or before the effective date of this section, and in case of a creditor not making supervised consumer loans in this State on that date, on or before the date the creditor begins to make such loans in this State, file with the Department of Consumer Affairs and, except as otherwise provided in this section, post in one conspicuous place in every place of business in this State in which offers to make consumer loans are extended, a certified maximum rate schedule meeting the requirements set forth in subsections (2), (3) and (4) of this section.

Section 37-3-305(8) further provides:

(8) Every creditor must file at least one maximum rate schedule and pay at least one ten dollar filing fee during each state fiscal year disclosing that creditor's existing maximum rates. If this filing does not change any maximum rates previously filed, the creditor will not be required to alter posted maximum rates. If any creditor has not filed a maximum rate schedule with the Department of Consumer Affairs since the beginning of the previous state fiscal year then on July first of the following year the filing will no longer be effective and the maximum finance charge that the creditor may impose on any credit extended after that date may not exceed eighteen percent per annum until such time as the creditor files a revised maximum rate schedule that complies with this section.

A lender that is not a supervised lender is limited to a finance charge not exceeding eighteen percent per year [§ 37-3-201(1) and (2)]. Supervised lenders, including restricted lenders, may contract for a loan finance charge which does not exceed the greater of either the rate properly filed and posted pursuant to Section 37-3-305 or eighteen percent per year on the unpaid balances of the principal.

The decision to make a finance charge in excess of 18% APR is a voluntary one made by the supervised or restricted lender. The law does not require them to charge more than eighteen percent but allows them to do so if they comply with all of the provisions of Section 37-3-305. The onus of compliance is placed upon the supervised and restricted lenders with the South Carolina Department of Consumer Affairs responsibility limited to filing and certifying properly filed schedules [Section 37-3-305(6)]. As a courtesy to the credit granting community the Department notifies all persons who have previously filed a maximum rate schedule of the yearly filing requirements. Such courtesy notices are mailed during the month of May each year.

It has been suggested that a restricted lender that failed to file a maximum rate schedule by inadvertence or misapprehension of the Code's requirements might be excused from restructuring its contracts under the bona fide error defense of Section 37-5-202(7), which states:

A creditor may not be held liable in an action brought under this section for a violation of this title if the creditor shows by a preponderance of evidence that the violation was not intentional and resulted from a bona fide error notwithstanding the maintenance of procedures reasonably adapted to avoid the error.

We disagree. Having failed to comply with Section 37-3-305, a lender charging in excess of 18% APR on a consumer loan makes an excess charge. In addition to penalties for noncompliance, Section 37-5-202(2) provides that "[a] consumer is not obligated to pay a charge in excess of that allowed by this title and has a right of refund of any excess charge paid." (emphasis added) When the charge allowed by the Consumer Protection Code is 18% APR it is obvious that all charges exceeding that rate must be refunded.

The suggestion that Section 37-5-202(7) excuses the assessment of excess charges implies that a creditor might retain illegal late charges, illegal attorney fees, illegal default charges, or finance charges in excess of those properly filed and posted, so long as the creditor can allege they were assessed by mistake. The General Assembly clearly intended no such result. See H. Haynsworth, The South Carolina Consumer Protection Code, § 5.202, Comment 3 (1982).

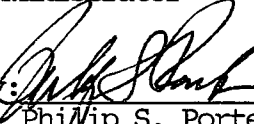
Even assuming arguendo that the bona fide error defense could apply, it does not help a lender that fails to file through inadvertence or misapprehension of the Code's requirements. Uniform Consumer Credit Code Section 5.202(7) (1974) [from which Section 37-5-202(7) was taken directly] tracks the language of Truth in Lending Act bona fide error clause Section 130(c); 15 U.S.C. § 1640(c) as amended to April 27, 1974]. The courts have generally held that this defense is available for clerical errors, and not to errors of law. See e.g. In Re Dickson, 432 F. Supp. 752 (D.C.N.C. 1977); Powers v. Sims & Levin Realtors, 396 F. Supp. 12 (E.D.Va. 1975) aff'd in part and rev'd in part on other grounds, 542 F.2d 1216 (4th Cir. 1975); Doggett v. Ritter Finance Co., 384 F.Supp. 150 (D.C.Va. 1974) aff'd in part and rev'd in part on other grounds, 528 F.2d 860 (4th Cir. 1975).

Even if such a lender were able to prove the error was unintentional and bona fide, the lender would still have to show the maintenance of procedures reasonably adapted to avoid the error. The maintenance of such procedures would almost certainly result in the proper filing under Section 37-3-305.

The Department provides notice to all persons who might have made excess charges because of failure to file a Maximum Rate Schedule, so that they may avail themselves of the "safe harbor" offered by Section 37-5-202(6). That section protects the creditor from penalties if it notifies the consumer of the violation, before the consumer has taken action under the section, and correct the violation within sixty days of the notification.

In summary, it is the opinion of this Department that the failure to timely and properly file a Maximum Rate Schedule limits the creditor to a maximum rate of 18% APR.

Steven W. Hamm
Administrator

By: 
Philip S. Porter
Counsel to the Administrator

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THE STATE OF SOUTH CAROLINA
In The Court of Appeals

APPEAL FROM THE COURT OF COMMON PLEAS

Robert E. Hood, Fifth Judicial Circuit

Appellate Case No. 2017-002639

South Carolina Department of
Consumer Affairs,

Appellant,

v.

Cash Central of South
Carolina, LLC,

Respondent.

CERTIFICATE OF COUNSEL

The undersigned hereby certified that this Record on Appeal contains all material proposed to be included by any of the parties and not any other material.

August 28, 2018



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