Co-Owner Consent and Grant of Security Interest Agreement

Bank: Cross River Bank 400 Kelby Street	Co-Owner:
Fort Lee, NJ 07024	Phone:
Motor Vehicle:	Customer:Address:
Year: Make: Model:	Phone: Account #: Date:

<u>Terms</u>. In this Co-Owner's Consent and Grant of Security Interest ("Agreement") the words "I," "you," "your," and "Co-Owner," mean the Co-Owner named above and signing below. The words "Lender," "we", "us" and "our" mean Yendo, Inc., whose mailing address is 3309 Elm St #340, Dallas, Texas 75226. The undersigned Co-Owner ("Co-Owner") along with the Customer named above ("Customer") are both named as owners on the certificate of title to the Vehicle described above ("Vehicle"). The Vehicle serves as collateral securing a credit line made to Customer by Lender now or in the future pursuant to any Credit Card Agreement, Security Agreement and Promissory Note signed by Customer and Lender now or in the future ("Credit Card Agreement").

Consent and Grant of Security Interest to Lender. Under any Credit Card Agreement, Customer releases possession of the registered title evidencing ownership in the Vehicle, and grants to Lender as collateral, a security interest in, and pledge and assignment of as applicable, to the Vehicle and any proceeds, accessories, attachments, accessions, replacements and additions to the Vehicle, whether added now or later, together with all insurance proceeds and refunds of insurance premiums, if any, and all sums that may be due from third parties who may cause damage to the Vehicle or from any insurer, whether due to judgment, settlement or other process. Co-Owner hereby consents to Customer's grant of the security interest in the Vehicle to Lender. In order to convince us to make any Credit Line to Customer, Co-Owner also hereby grants to Lender as collateral, a security interest in, and pledge and assignment of as applicable, to the Vehicle and any proceeds, accessories, attachments, accessions, replacements and additions to the Vehicle, whether added now or later, together with all insurance proceeds and refunds of insurance premiums, if any, and all sums that may be due from third parties who may cause damage to the Vehicle or from any insurer, whether due to judgment, settlement or other process. Co-Owner hereby consents to Customer entering into a Credit Card Agreement secured by Vehicle with Lender. Co-Owner hereby grants to Lender a security interest in the Vehicle, as collateral, for Customers' obligations under any Credit Card Agreement, as same may be renewed, extended, refinanced or modified from time to time, on such terms and conditions as Customer and Lender may determine.

<u>Further Consents</u>, and <u>Goods Affixed to the Vehicle</u>. Contemporaneously with Customer accepting any Credit Card Agreement, Co-Owner further agrees to provide Lender with such further consents and documents as Lender may reasonably request to effectuate this consent and grant of security interest. The collateral does not include any non-purchase money household goods (as defined in 16 C.F.R. Part 444), or other Customer or Co-Owner goods that Customer or Co-Owner may acquire more than ten days after giving value unless such Customer or Co-Owner goods are installed in or affixed to the vehicle. Co-Owner agrees that Lender may keep the certificate of title for the Vehicle during the term of any Credit Line and any subsequent renewal, extension, refinancing or modification.

<u>No Personal Liability for Co-Owner</u>. Co-Owner has no personal liability under any Credit Card Agreement (unless Co-Owner accepts any such Credit Card Agreement as a borrower). Co-Owner is not obligated in connection with any Credit Card Agreement (unless Co-Owner signs any such Credit Card Agreement as a borrower).

<u>Encumbrances and Notices</u>. Except for the security interest in Lender's favor, Co-Owner confirms and represents that there are no other liens, interests or encumbrances regarding the Vehicle. Co-Owner agrees separately to provide the Lender notice of any bankruptcy, probate, lawsuit, arbitration, or other legal proceeding affecting the Vehicle. Any notice that Lender is required to provide to Co-Owner related to this consent or applicable law will be declared reasonable if sent to Co-Owner at the address set forth below via regular mail.

<u>Default, Repossession, and Disposal</u>. If Customer chooses to forgo timely paying Lender, then Customer will be in "default." If Customer defaults, then Lender has the right to repossess and dispose of the Vehicle in accordance with applicable law. Co-Owner acknowledges and agrees that Lender has the right to repossess and then dispose of the Vehicle, unless Customer redeems or repurchases the Vehicle in accordance with Texas law. Co-Owner acknowledges that Customer's failure to timely pay Lender can result in loss of the Vehicle for Customer and for Co-Owner.

<u>Redemption</u>. Co-Owner agrees that if Customer does not redeem the Vehicle following any repossession, or enter written arrangements to resolve a default, then Co-Owner forfeits the Vehicle to Lender, and any of Co-Owner's interest in the Vehicle extinguishes. Co-Owner agrees that Co-Owner's ownership interest in the Vehicle will then extinguish.

<u>No Modification</u>. No modification of this Agreement shall be effective unless in writing and signed by Co-Owner and Lender.

<u>Severability</u>. Except as set forth in the Arbitration Provision, if any provision of this Agreement is determined to be invalid or unenforceable, such provision shall be reformed if practicable so as to achieve its intended purpose(s) and shall not in any way affect the remaining provisions of this Agreement.

<u>Governing Law and Assignment</u>. Texas law governs this Agreement, except the Federal Arbitration Act governs the Arbitration Provision as described more fully therein. Lender may assign or transfer any of Lender's rights hereunder.

<u>Privacy Policy Acknowledgement</u>. Co-Owner acknowledges receipt of and agreement to Lender's current privacy policy.

NOTICE: Customer's failure to timely pay Lender can result in loss of the Vehicle FOR CUSTOMER AND CO-OWNER. IF YOU DO NOT WISH TO PUT THE VEHICLE AT RISK, YOU SHOULD NOT SIGN THIS AGREEMENT.

<u>Notices and Waivers</u>. Co-Owner agrees: Lender may waive or delay enforcing its rights without losing them; Lender is not required to file suit or arbitrate, show diligence in collection against Customer or others responsible, or go against any of the Vehicle; Lender may release or modify any person's liability without changing the liability of others; Lender may substitute, exchange or release the Vehicle; Lender may sue or arbitrate with one or more persons without joining or suing others; and Lender may modify the obligations owed to it by Customer without notice to or approval by Co-Owner.

Notice and Cure. Prior to initiating a lawsuit or arbitration regarding a legal dispute or claim relating in any way to this Agreement, any Credit Card Agreement, or the Vehicle (as more fully defined in the Arbitration Provision, a "Claim"), the party asserting the Claim (the "Claimant") shall give the other party (the "Defending Party") written notice of the Claim (a "Claim Notice") and a reasonable opportunity, not less than 30 days, to resolve the Claim. Any Claim Notice to you will be sent by mail or email to the applicable address you have provided on your Application (or any updated address you have subsequently provided to us). Any Claim Notice to us shall be sent by mail to Lender's address above, Attn: Legal Department. Any Claim Notice you send must provide the Account Number, your mailing address, and your telephone number. Any Claim Notice must explain the nature of the Claim and the relief that is demanded. The Claimant must reasonably cooperate in providing any information about the Claim that the Defending Party reasonably requests.

ARBITRATION PROVISION.

- (a) Notice: READ THIS ARBITRATION PROVISION. IF YOU DO NOT REJECT THIS ARBITRATION PROVISION IN THE MANNER SET FORTH BELOW, IT WILL BE PART OF THIS AGREEMENT AND WILL HAVE A SUBSTANTIAL IMPACT ON THE WAY YOU OR WE WILL RESOLVE ANY CLAIM WHICH YOU OR WE HAVE AGAINST EACH OTHER, NOW OR IN THE FUTURE.
- (b) General: This Arbitration Provision describes when and how a Claim (as defined below) between you and us may be arbitrated. Arbitration is a method of resolving disputes in front of one or more neutral persons, instead of having a trial in court in front of a judge and/or jury. It can be a quicker and simpler way to resolve disputes.
- Your Right to Reject: If you don't want this Arbitration Provision to apply, you may reject it by mailing us a written rejection notice which gives the Account Number and contains a statement that you (both of you, if more than one) reject the Arbitration Provision. The rejection notice must be sent to us at the Notice Address, Attn: Legal Department. A rejection notice is only effective if it is signed by you (both of you, if more than one) and if we receive it within thirty (30) days after the date of this Agreement. If you don't reject this Arbitration Provision, it will be effective as of the date of this Agreement. Your rejection of this Arbitration Provision will not affect any other provision of this Agreement or any prior Arbitration Provision between you and us, which will remain in full force and effect
- (d) Parties Subject to Arbitration: As solely used in this Arbitration Provision (and not elsewhere in this Agreement), the terms "we," "us" and "our" include any parent, subsidiary or affiliate of ours; any person or company that acquires an interest in any Loan or the Vehicle; any other person or company

that provides any services in connection with this Agreement or any Loan Agreement if you assert a Claim against such other person or company at the same time you assert a Claim against us; and the employees, officers, directors, members and agents of the foregoing persons or companies.

- Covered Claims: "Claim" means any claim, dispute or controversy between you and us that in any way arises from or relates to this Agreement, any Credit Card Agreement, or the Vehicle, including disputes arising from actions or omissions prior to the date of this Agreement. "Claim" has the broadest reasonable meaning, and includes initial claims, counterclaims, cross-claims and third-party claims. It includes disputes based upon contract, tort, consumer rights, fraud and other intentional torts, constitution, statute, regulation, ordinance, common law and equity (including any claim for injunctive or declaratory relief). However, notwithstanding any language in this Arbitration Provision to the contrary, the term "Claim" does not include any dispute about the validity, enforceability, arbitrability or scope of this Arbitration Provision, including any dispute about the validity, effect or enforceability of the prohibitions against class proceedings, private attorney general proceedings and/or multiple-party proceedings described in subparagraph (h) below, captioned "Prohibition Against Certain Proceedings" (the "Class Action Prohibition"), the last sentence of subparagraph (n), captioned "Survival; Rules of Interpretation; Severability" or this sentence; any such dispute shall be resolved by a court and not by an arbitrator or arbitration administrator, However, any dispute or argument that concerns the validity or enforceability of this Agreement as a whole is for the arbitrator, not a court, to decide. Also, "Claim" does not include any "self-help remedy" (that is, any steps taken to enforce rights without a determination by a court or arbitrator, for example, repossession and/or re-titling of a motor vehicle) or any individual action by you or us to prevent the other party from using any self-help remedy, so long as such self-help remedy or individual judicial action does not involve a request for monetary relief of any kind.
- (f) Starting or Requiring an Arbitration: To the extent permitted by federal law, either you or we may require any Claim to be arbitrated. Arbitration is started or required by giving written notice to the other party of an intent to start or to compel arbitration. This notice may be given before or after a

lawsuit has been started over the Claim and may address any Claims brought in the lawsuit. The notice may be in the form of a motion or petition to compel arbitration. Arbitration of a Claim must comply with this Arbitration Provision and, to the extent not inconsistent or in conflict with this Arbitration Provision, the applicable rules of the arbitration Administrator. We will not attempt to require you to arbitrate any individual Claim that you bring against us in small claims court or your state's equivalent court, if any. But if that Claim is transferred, removed or appealed to a different court, we then have the right to require arbitration.

(g) Choosing the Administrator: "Administrator" means the American Arbitration Association ("AAA"), 1633 Broadway, 10th Floor, New York, NY 10019, www.adr.org.; JAMS, 1920 Main St. at Gillette Ave., Suite 300, Irvine, CA 92614, www.jamsadr.com; or any other company selected by mutual agreement of the parties. If AAA and JAMS both cannot or will not serve and the parties are unable to select an Administrator by mutual consent, the Administrator will be selected by a court. You get to select the Administrator if you give us written notice of your selection with your notice that you are electing to arbitrate any Claim or within 20 days after we give you notice that we are electing to arbitrate or requiring arbitration of

any Claim (or, if you dispute our right to require arbitration of the Claim, within 20 days over that dispute is finally resolved). If you do not select the Administrator on time, we will do it. Notwithstanding any language in this Arbitration Provision to the contrary, no arbitration may be administered, without the consent of all parties to the arbitration, by any Administrator that has in place a formal or informal policy that purports to override the Class Action Prohibition.

- (h) Court and Jury Trials Prohibited; Other Limitations on Legal Rights: 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 US 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: (i) NEITHER YOU NOR WE MAY PARTICIPATE IN A CLASS ACTION IN COURT OR IN CLASS-WIDE ARBITRATION, EITHER AS A PLAINTIFF, DEFENDANT OR CLASS MEMBER; (ii) NEITHER YOU NOR WE MAY ACT AS A PRIVATE ATTORNEY GENERAL IN COURT OR IN AN ARBITRATION; (iii) CLAIMS BROUGHT BY OR AGAINST YOU MAY NOT BE JOINED OR CONSOLIDATED WITH CLAIMS BROUGHT BY OR AGAINST ANY OTHER PERSON; AND (iv) THE ARBITRATOR SHALL HAVE NO AUTHORITY TO CONDUCT A CLASS-WIDE ARBITRATION, PRIVATE ATTORNEY GENERAL ARBITRATION OR MULTIPLE-PARTY ARBITRATION.
- Location and Costs of Arbitration: Arbitration proceedings shall be conducted over the telephone and/or through email or written submissions wherever reasonably possible. Any arbitration hearing that you attend must take place at a location reasonably convenient to you. Each Administrator charges fees to administer an arbitration proceeding and the arbitrator also charges fees. This includes fees not charged by a court. If either you or we require a Claim to be arbitrated, you may tell us in writing that you can't afford to pay the fees charged by the Administrator and/or the arbitrator or that you believe we should bear such fees for other reasons you specify. If your request is reasonable and in good faith, we will pay or reimburse you for all or part of the fees charged to you by the Administrator and/or arbitrator. Also, we will pay these fees if applicable law requires us to, if you substantially prevail in the arbitration or if we must bear such fees in order for this Arbitration Provision to be enforced. We will not ask you to pay or reimburse us for any fees we pay the Administrator or arbitrator. We will bear the expense of our attorneys, experts and witnesses, except where applicable law and this Agreement allow us to recover attorneys' fees and/or court costs in a collection action we bring. You will bear the expense of your attorneys, experts and witnesses if we prevail in an arbitration. However, in an arbitration you commence, we will pay your fees if you prevail or if we must bear such fees in order for this Arbitration Provision to be enforced. Also, we will bear any fees if applicable law requires us to.
- (k) Governing Law: You and we agree that this Agreement and Arbitration Provision involve interstate commerce, and that this Arbitration Provision is governed by the FAA, and not by any state arbitration law. The arbitrator must apply applicable substantive law consistent with the FAA and applicable statutes of limitations and claims of privilege recognized at law. The arbitrator is authorized to award all remedies permitted by the substantive law that would apply if the action were pending in court (including, without limitation, punitive damages, which shall be governed by the Constitutional standards employed by the courts). At the timely request of either party, the arbitrator must provide a brief written explanation of the basis for the award.
- (I) Right to Discovery: In addition to the parties' rights to obtain discovery pursuant to the arbitration rules of the Administrator, either party may submit a written request to the arbitrator to expand the scope of discovery normally allowable under the arbitration rules of the Administrator. The Arbitrator shall have discretion to grant or deny that request.
- (m) Arbitration Result and Right of Appeal: Judgment upon the award given by the arbitrator may be entered by any court having jurisdiction. The arbitrator's decision is final and binding, except for any right of appeal provided by the FAA. However, if the amount of the Claim exceeds \$50,000 or involves a request for injunctive or declaratory relief that could foreseeably involve a cost or benefit to either party exceeding \$50,000, any party can appeal the award to a three-arbitrator panel administered by the Administrator, which panel shall reconsider any aspect of the initial award requested by the appealing party. The decision of the panel shall be by majority vote. Reference in this Arbitration Provision to 'the arbitrator" shall mean the panel of arbitrators if an appeal of the arbitrator's decision has been taken.

The costs of such an appeal will be borne in accordance with subparagraph (i) above, regarding "Location and Costs of Arbitration."

- (n) Survival; Rules of Interpretation; Severability: This Arbitration Provision shall survive the repayment of all amounts owed under any Loan Agreement, satisfaction of your obligations under this this Agreement, any legal proceeding, and any bankruptcy to the extent consistent with applicable bankruptcy law. In the event of a conflict or inconsistency between this Arbitration Provision, on the one hand, and the applicable arbitration rules or the other provisions of this Agreement, on the other hand, this Arbitration Provision shall govern. If any portion of this Arbitration Provision, other than the Class Action Prohibition, is deemed invalid or unenforceable, the remaining portions shall nevertheless remain in force. If a determination is made that the Class Action Prohibition is unenforceable, only this sentence of the Arbitration Provision will remain in force and the remainder of the Arbitration Provision shall be null and void, provided that the determination concerning the Class Action Prohibition shall be subject to appeal.
- (o) If (i) you submit a Claim Notice in accordance with the paragraph, captioned "Notice and Cure," on your own behalf (and not on behalf of any other party); (ii) we refuse to provide you with the relief you request; and (iii) an arbitrator subsequently determines that you were entitled to such relief (or greater relief), the arbitrator shall award you at least \$7,500 for all of the Claims you brought or could have brought (not including any arbitration fees and attorneys' fees and costs to which you may be entitled).

Additional Acknowledgements. By signing below, Co-Owner acknowledges that this Agreement was filled in before Co-Owner signed, and that Co-Owner received a completed copy of it. Co-Owner further acknowledges that Co-Owner read, understands, and agrees to all the terms of this Agreement. Co-Owner Acknowledges that Co-Owner is Not Entering any Credit Card Agreement.

Lender: Yendo, Inc.	Co-Owner:	
Ву:	its authorized representative	
	Ву:	