

# UCC-1 Form

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## FILER INFORMATION

*Full name:* **ONLINE DEPT.**

*Email Contact at Filer:* **SPRS@FICOSO.COM**

## SEND ACKNOWLEDGEMENT TO

*Contact name:* **FIRST CORPORATE SOLUTIONS INC.**

*Mailing Address:* **914 S STREET**

*City, State Zip Country:* **SACRAMENTO, CA 95811 USA**

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## DEBTOR INFORMATION

*Org. Name:* **SHARK LOUNGE**

*Mailing Address:* **25 PAWTUCKET AVE**

*City, State Zip Country:* **PAWTUCKET, RI 02860 USA**

*Org. Name:* **KAISY LIQUORS INC**

*Mailing Address:* **25 PAWTUCKET AVE**

*City, State Zip Country:* **PAWTUCKET, RI 02860 USA**

*Org. Name:* **SHARKS SPORTS BAR & RESTAURANT**

*Mailing Address:* **25 PAWTUCKET AVE**

*City, State Zip Country:* **PAWTUCKET, RI 02860 USA**

*Org. Name:* **EL TIBURON**

*Mailing Address:* **25 PAWTUCKET AVE**

*City, State Zip Country:* **PAWTUCKET, RI 02860 USA**

*Org. Name:* **SHARK, INC.**

*Mailing Address:* **25 PAWTUCKET AVE**

*City, State Zip Country:* **PAWTUCKET, RI 02860 USA**

*Org. Name:* **SHARK LUNCH RESTAURANT**

*Mailing Address:* **25 PAWTUCKET AVE**

*City, State Zip Country:* **PAWTUCKET, RI 02860 USA**

*Org. Name:* **SHARK LOUNGE AND FUNCTION HALL**

*Mailing Address:* **25 PAWTUCKET AVE**

*City, State Zip Country:* **PAWTUCKET, RI 02860 USA**

*Last Name (i.e. Family Name or Surname):* **VALVERDE** *First Name:* **CARLOS**

*Mailing Address:* **53 MANNING DR**

*City, State Zip Country:* **RIVERSIDE, RI 02915 USA**

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## SECURED PARTY INFORMATION

*Org. Name:* **FIRST CORPORATE SOLUTIONS, AS REPRESENTATIVE**

*Mailing Address:* **914 S STREET / SPRS@FICOSO.COM**

*City, State Zip Country:* **SACRAMENTO, CA 95811 USA**

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**TRANSACTION TYPE: STANDARD**

**CUSTOMER REFERENCE: [UCC1-479562]**

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**COLLATERAL**

CERTAIN FUTURE CREDIT CARD, DEBIT CARD, BANK CARD, OTHER CHARGE CARD, AND DIRECT SALES AND RECEIVABLES SOLD SHARK, INC. DBA SHARK LOUNGE AKA EL TIBURON AKA SHARK LUNCH RESTAURANT AKA SHARKS SPORTS BAR & RESTAURANT AKA SHARK LOUNGE AND FUNCTION HALL; KAISY LIQUORS INC AND CARLOS VALVERDE AS SELLER, AND PURCHASED BY SIMPLY FUNDING LLC, AS BUYER, PURSUANT TO THAT CERTAIN RECEIVABLES PURCHASE AGREEMENT AND ANY FUTURE AGREEMENTS, BETWEEN SELLER AND BUYER REGARDING THE SALE OF FUTURE RECEIVABLES (THE AGREEMENT). THE SALE OF THE FUTURE RECEIVABLES PURSUANT TO THE AGREEMENT IS INTENDED BY THE PARTIES THERETO TO BE AN OUTRIGHT SALE OF SUCH FUTURE RECEIVABLES AND NOT INTENDED TO BE, NOR IS IT TO BE CONSTRUED AS, A FINANCING OR AN ASSIGNMENT FOR SECURING THE OBLIGATIONS OF THE SELLER. IN ADDITION, THE AGREEMENT PROHIBITS SELLER FROM INCURRING ANY DEBT, TRANSFERRING ANY FUTURE RECEIVABLES TO ANY OTHER PERSON, OR GRANTING ANY SECURITY INTERESTS IN ITS ACCOUNTS RECEIVABLE OR OTHER ASSETS UNTIL BUYER HAS RECEIVED ALL AMOUNTS DUE UNDER THE AGREEMENT. SELLER GRANTS UNTO BUYER A CONTINUING SECURITY INTEREST, WHETHER NOW OWNED OR ACQUIRED HEREAFTER, IN (I) ALL OF SELLER'S ACCOUNTS, DEPOSIT ACCOUNTS, LEASES, CHATTEL PAPER, GOODS, INVENTORY, EQUIPMENT, INSTRUMENTS, CAUSES OF ACTION (INCLUDING TORT CLAIMS), INVESTMENT PROPERTY, DOCUMENTS, AND GENERAL INTANGIBLES (INCLUDING TRADEMARKS, SERVICE MARKS, TRADE NAMES, PATENTS, COPYRIGHTS, LICENSES AND FRANCHISES), AS SUCH TERMS ARE DEFINED IN THE UCC, AS REVISED AND IN EFFECT, (II) ALL RESERVES AND RESERVE ACCOUNTS MAINTAINED BY SELLER'S CREDIT CARD PROCESSOR(S), (III) ALL FUTURE RECEIVABLES, AS HEREIN DEFINED, (IV) ALL OTHER ASSETS AND PERSONAL PROPERTY OF THE SELLER, AND (V) ALL PRODUCTS AND PROCEEDS THEREOF, INCLUDING, BUT NOT LIMITED TO, INSURANCE PROCEEDS. BUYER SHALL HAVE ALL RIGHTS AND BE ENTITLED TO ALL BENEFITS AFFORDED TO A SECURED CREDITOR UNDER THE UNIFORM COMMERCIAL CODE (UCC) OR OTHERWISE AT LAW. NOTE – PURSUANT TO THE RECEIVABLES PURCHASE AGREEMENT, DEBTOR HAS AGREED NOT TO FURTHER ENCUMBER ANY ACCOUNTS RECEIVABLES.