

UCC-1 Form

FILER INFORMATION

Full name: **WOLTERS KLUWER LIEN SOLUTIONS**

Email Contact at Filer: **CTLSWEBACK@WOLTERSKLUWER.COM**

SEND ACKNOWLEDGEMENT TO

Contact name: **LIEN SOLUTIONS**

Mailing Address: **P.O. Box 29071**

City, State Zip Country: **GLENDALE, CA 91209-9071 USA**

DEBTOR INFORMATION

Org. Name: **AQUIDNECK MANAGEMENT**

Mailing Address: **141 PECKHAM AVENUE**

City, State Zip Country: **MIDDLETOWN, RI 02842 USA**

SECURED PARTY INFORMATION

Org. Name: **FUNDBOX**

Mailing Address: **268 BUSH ST., # 2821**

City, State Zip Country: **SAN FRANCISCO, CA 94104 USA**

TRANSACTION TYPE: STANDARD

CUSTOMER REFERENCE: RI-0-74442026-58819648

COLLATERAL

THE BORROWER HEREBY ASSIGNS, TRANSFERS, CONVEYS, PLEDGES, MORTGAGES AND GRANTS TO THE LENDER A SECURITY INTEREST AND LIEN IN ANY AND ALL ACCOUNTS, ACCOUNTS RECEIVABLE, CHATTEL PAPER, CONTRACT RIGHTS, DOCUMENTS, EQUIPMENT, FIXTURES, GENERAL INTANGIBLES, GOODS, INSTRUMENTS, INVENTORY, SECURITIES, DEPOSIT ACCOUNTS, INVESTMENT PROPERTY AND ALL OTHER PROPERTY OF WHATEVER NATURE AND KIND, WHEREVER LOCATED, IN WHICH THE BORROWER NOW OR HEREAFTER HAS ANY RIGHT OR INTEREST AND IN ANY AND ALL CASH AND NON-CASH PROCEEDS (INCLUDING RENTAL PROCEEDS, INSURANCE PROCEEDS, ACCOUNTS AND CHATTEL PAPER ARISING OUT OF OR RELATED TO THE SALE, USE, RENTAL OR OTHER DISPOSITION THEREOF) OF AND TO ALL OF THE FOREGOING (COLLECTIVELY CALLED "COLLATERAL") TO SECURE THE PROMPT PAYMENT, PERFORMANCE AND FULFILLMENT OF THIS AGREEMENT AND ALL PRESENT AND FUTURE INDEBTEDNESS AND OBLIGATIONS OF THE BORROWER TO THE LENDER. WITHOUT LIMITING THE FOREGOING, THE BORROWER GRANTS THE LENDER A SECURITY INTEREST IN THE COLLATERAL TO SECURE THE OBLIGATIONS. THE BORROWER HEREBY AUTHORIZES THE LENDER TO FILE ONE OR MORE FINANCING STATEMENTS, AND ANY OTHER LIEN-RELATED FORMS OR DOCUMENTS RELATING TO THE COLLATERAL, FROM TIME TO TIME AS THE LENDER DEEMS IN ITS SOLE DISCRETION APPROPRIATE, IN ANY JURISDICTION (AND THE BORROWER SHALL EXECUTE ANY FINANCING STATEMENT OR AMENDMENT THERETO). THE BORROWER HEREBY IRREVOCABLY APPOINTS THE LENDER AS THE TRUE AND LAWFUL ATTORNEY-IN-FACT OF THE BORROWER, COUPLED WITH AN INTEREST, WITH FULL POWER IN THE BORROWER'S NAME, PLACE AND STEAD TO EXECUTE FINANCING STATEMENTS ON THE BORROWER'S BEHALF AND TO DO ANY AND ALL OTHER ACTS ON THE BORROWER'S BEHALF NECESSARY OR HELPFUL TO PERFECT AND CONTINUE PERFECTION OF THE LENDER'S SECURITY INTEREST GRANTED IN THE COLLATERAL PURSUANT TO THE UNIFORM COMMERCIAL CODE OR OTHER APPLICABLE LAW INCLUDING, BUT NOT LIMITED TO, COMPLETING, AS NEEDED, AND CORRECTING, ANY ERRORS AND OMISSIONS CONCERNING DESCRIPTIONS, SERIAL NUMBERS OR OTHER DESCRIPTIVE INFORMATION RELATING TO THE COLLATERAL.