



UCC

LIEN NO. 93729629

ANDERSON'S CONCRETE

**UCC FINANCING STATEMENT**

FOLLOW INSTRUCTIONS

A. NAME & PHONE OF CONTACT AT SUBMITTER (optional) CSC 1-800-858-5294	
B. E-MAIL CONTACT AT SUBMITTER (optional) SPRFiling@cscglobal.com	
C. SEND ACKNOWLEDGMENT TO: (Name and Address)	
2703 53048 CSC 1127 Broadway St. NE, Suite 310 Salem, OR 97301	Filed In: Oregon (S.O.S.)
SEE BELOW FOR SECURED PARTY CONTACT INFORMATION	

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1. DEBTOR'S NAME: Provide only one Debtor name (1a or 1b) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name); if any part of the Individual Debtor's name will not fit in line 1b, leave all of item 1 blank, check here  and provide the Individual Debtor information in item 10 of the Financing Statement Addendum (Form UCC1Ad)

1a. ORGANIZATION'S NAME ANDERSON'S CONCRETE & CONSTRUCTION INC.			
OR	1b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S) SUFFIX
1c. MAILING ADDRESS	City	STATE	POSTAL CODE COUNTRY
Po Box 503073	White City	OR	97503 USA

2. DEBTOR'S NAME: Provide only one Debtor name (2a or 2b) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name); if any part of the Individual Debtor's name will not fit in line 2b, leave all of item 2 blank, check here  and provide the Individual Debtor information in item 10 of the Financing Statement Addendum (Form UCC1Ad)

2a. ORGANIZATION'S NAME			
OR	2b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S) SUFFIX
2c. MAILING ADDRESS	CITY	STATE	POSTAL CODE COUNTRY

3. SECURED PARTY'S NAME (or NAME of ASSIGNEE of ASSIGNOR SECURED PARTY): Provide only one Secured Party name (3a or 3b)

3a. ORGANIZATION'S NAME Ocean Funding Corp			
OR	3b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S) SUFFIX
3c. MAILING ADDRESS	CITY	STATE	POSTAL CODE COUNTRY
2941 NW 62nd St STE 201,	Fort Lauderdale	FL	33309 USA

4. COLLATERAL: This financing statement covers the following collateral:  
 As security for the prompt and complete payment and performance of any and all liabilities, obligations, covenants or agreements of the Seller pursuant to this Agreement (collectively, the "Obligations"), the Seller hereby pledges, assigns and hypothecates to the Purchaser (the "Pledge") and grants to the Purchaser a continuing, perfected and first priority lien upon and security interest in all of the Seller's rights, titles and interest in all accounts, including, but not limited to: deposit accounts, accounts receivables, other receivables, chattel paper, documents, equipment, general intangibles, instruments and inventory (collectively, the "Collateral"), whether now existing or hereinafter acquired.

5. Check only if applicable and check only one box: Collateral is  held in a Trust (see UCC1Ad, item 17 and Instructions)  being administered by a Decedent's Personal Representative

6a. Check only if applicable and check only one box:  Public-Finance Transaction  Manufactured-Home Transaction  A Debtor is a Transmitting Utility

6b. Check only if applicable and check only one box:  Agricultural Lien  Non-UCC Filing

7. ALTERNATIVE DESIGNATION (if applicable):  Lessee/Lessor  Consignee/Consignor  Seller/Buyer  Bailee/Bailor  Licensee/Licensor

8. OPTIONAL FILER REFERENCE DATA: 2703 53048



## SECURITY AGREEMENT

Security Interest. This Agreement will constitute a security agreement under the Uniform Commercial Code. To secure Merchant's obligations under the Revenue Purchase Agreement to make available or deliver Purchased Amount to OFC and OFC'S right to realize the Purchased Amount, as and to the extent required by the terms of the Revenue Purchase Agreement, and performance of and compliance by Merchant with its other undertakings and agreements herein, Merchant and Guarantor(s)(s) grants to OFC a security interest in and lien upon: (a) all accounts, chattel paper, documents, equipment, general intangibles, instruments, and inventory, as those terms are each defined in Article 9 of the Uniform Commercial Code (the "UCC"), now or hereafter owned or acquired by Merchant and/or Guarantor(s)(s), (b) all proceeds, as that term is defined in Article 9 of the UCC (c) all funds at any time in the Merchant's and/or Guarantor(s)(s) Account, regardless of the source of such funds, (d) present and future Electronic Check Transactions, and (e) any amount which may be due to OFC under this Agreement, including but not limited to all rights to receive any payments or credits under this Agreement (collectively, the "Secured Assets"). Merchant agrees to provide other security to OFC upon request to secure Merchant's obligations under this Agreement. Merchant agrees that, if at any time there are insufficient funds in Merchant's Account to cover OFC'S entitlements under this Agreement, OFC is granted a further security interest in all of Merchant's assets of any kind whatsoever, and such assets shall then become Secured Assets. These security interests and liens will secure all of OFC'S entitlements under this Agreement and any other agreements now existing or later entered into between Merchant, OFC, or an affiliate of OFC is authorized to file any notices or filings it deems necessary or appropriate to enforce its entitlements hereunder.

In the event Merchant, any of its officers or directors, or any Owner/Guarantor(s), during the term of the Revenue Purchase Agreement or while Merchant remains liable to OFC for any obligations under the Revenue Purchase Agreement, directly or indirectly, including acting by, through or in conjunction with any other person, causes to be formed a new entity or otherwise becomes associated with any new or existing entity, whether corporate, partnership, limited liability company or which operates a business similar to or competitive with that of Merchant, such entity shall be deemed to have expressly assumed the obligations due OFC under the Revenue Purchase Agreement. Concerning any such entity, OFC shall be deemed to have been granted an irrevocable power of attorney with authority to file, naming such newly formed or existing entity as debtor, an initial UCC financing Statement and to have it filed with any appropriate UCC filing offices. OFC shall be held harmless by Merchant and each Owner/Guarantor(s) and be relieved of any liability as a result of any such authentication and filing of any such Financing Statement or the resulting perfection of its ownership rights or security interests in such entity's assets. OFC shall have the right to notify such entity's payors or account debtor (as defined by the UCC) of OFC'S rights, including without limitation, OFC'S right to collect all accounts and to notify any payment card processor or creditor of such entity that OFC has such rights in such entity's assets. Merchant also agrees that, at the OFC'S discretion, OFC may choose to amend any existing financing statement to include any such newly formed entity as the debtor.

This security interest may be exercised by OFC without notice or demand of any kind by making an immediate withdrawal or freezing the Secured Assets. OFC shall have the right to notify account debtors at any time. Under Article 9 of the Uniform Commercial Code, as amended from time to time, OFC has control over and may direct the disposition of the Secured Assets, without further consent of the Merchant. Merchant hereby represents and warrants that no other person or entity has a security interest in the Secured Assets.

Concerning such security interests and liens, OFC will have all rights afforded under the Uniform Commercial Code, any other applicable law, and equity. Merchant will obtain from OFC written consent before granting a security interest of any kind in the Secured Assets to a third party. Merchant and Guarantor(s) (s) agree(s) that this is a contract of recoupment and OFC is not required to file a motion for relief from a bankruptcy action automatic stay to realize any of the Secured Assets. Nevertheless, Merchant and Guarantor(s)(s) agree(s) not to contest or object to any motion for relief from the automatic stay filed by OFC. Merchant and Guarantor(s)(s) agree(s) to execute and deliver to OFC such instruments and documents OFC may reasonably request to perfect and confirm the lien, security interest, and right of setoff outlined in this Agreement. OFC is authorized to execute all such instruments and documents in Merchant's and Guarantor(s)(s) name.

Merchant and Guarantor(s)(s) each acknowledge and agree that any security interest granted to OFC under any other agreement between Merchant or Guarantor(s)(s) and OFC (the "Cross-Collateral") will secure the obligations hereunder and under the Merchant Agreement. Merchant and Guarantor(s)(s) each agree to execute any documents or take any action in connection with this Agreement as OFC deems necessary to perfect or maintain OFC'S priority security interest in the Collateral and the Additional Collateral, including the execution of any account control agreements. Merchant and Guarantor(s)(s) each hereby authorizes OFC to file any financing statements deemed necessary by OFC to perfect or maintain OFC'S security interest. Merchant and Guarantor(s)(s) shall be liable for, and OFC may charge and collect, all costs and expenses, including but not limited to attorney's fees, which may be incurred by OFC in protecting, preserving, and enforcing OFC'S security interest and rights.

Negative Pledge. Merchant and Guarantor(s)(s) each agree not to create, incur, assume, or permit to exist, directly or indirectly, any lien on or concerning any of the Collateral or the Additional Collateral, as applicable.

Consent to Enter Premises and Assign Lease. OFC shall have the right to cure the Merchant's default in the payment of rent on the following terms. In the event Merchant is served with papers in an action against Merchant for nonpayment of rent or summary eviction, OFC may execute its rights and remedies under the Assignment of Lease. Merchant also agrees that OFC may agree with Merchant's landlord giving OFC the right: (a) to enter Merchant's premises and to take possession of the fixtures and equipment therein to protect and preserve same; and/or (b) to assign Merchant's lease to another qualified business capable of operating a business comparable to Merchant's at such premises.

Remedies. Upon any Event of Default, OFC may pursue any remedy available at law (including those available under the provisions of the UCC), or in equity to collect, enforce, or satisfy any obligations then owing to OFC, whether by acceleration or otherwise.