STATE OF ALABAMA - UNIFORM COMMERCIAL CODE - FINANCING STATEMENT FORM UCC-1 ALA.

Important: Read Instructions on Back Before Filling out Form.

REDRDER FROM Registré, Inc. 514 PIERCE ST. P.O. BOX 218 ANOKA, MN. 55303 (612) 421-1713

58817 ☐ The Debtor is a transmitting utility as defined in ALA CODE 7-9-105(n). No. of Additional This FINANCING STATEMENT is presented to a Filing Officer for filing pursuant to the Uniform Commercial Code. Sheets Presented: 1. Return copy or recorded original acknowledgement to: THIS SPACE FOR USE OF FILING OFFICER Date, Time, Number & Filing Office Pre-paid Acct. #. 2. Name and Address of Debtor 2000 (Last Name First if a Person) OXY Tire, Inc. 221 Shadow Lakes Drive Helena, AL 35080 Social Security/Tax ID # 2A. Name and Address of Debtor (IF ANY) (Last Name First if a Person) Social Security/Tax ID #_ FILED WITH: AL-Shelby County Additional debtors on attached UCC-E 3. NAME AND ADDRESS OF SECURED PARTY) (Last Name First if a Person) 4. NAME AND ADDRESS OF (IF ANY) (Last Name First if a Person) Case Credit Corp. **ASSIGNEE OF SECURED PARTY** P.O. Box 292 Racine, WI 53401 Social Security/Tax ID #_ Additional secured parties on attached UCC-E 5. The Financing Statement Covers the Following Types (or items) of Property: See attached for collateral. 5A. Enter Code(s) From **Back of Form That Best Describes The** Collateral Covered By This Filing: Check X if covered: Products of Collateral are also covered. 6. This statement is filed without the debtor's signature to perfect a security interest in collateral 7. Complete only when filing with the Judge of Probate: The initial indebtedness secured by this financing statement is \$____ ☐ already subject to a security interest in another jurisdiction when it was brought into this state. already subject to a security interest in another jurisdiction when debtor's location changed Mortgage tax due (15¢ per \$100.00 or fraction thereof) \$_ 8. This financing statement covers timber to be cut, crops, or fixtures and is to be cross ☐ which is proceeds of the original collateral described above in which a security interest is indexed in the real estate mortgage records (Describe real estate and if debtor does not have perfected. an interest of record, give name of record owner in Box 5) acquired after a change of name, identity or corporate structure of debtor as to which the filing has lapsed. Signature(s) of Secured Party(ies) (Required only if filed without debtor's Signature — see Box 6) Signature(s) of Debtor(s) Signature(s) of Secured Party(ies) or Assignee Signature(s) of Debtor(s) Signature(s) of Secured Party(ies) or Assignee

Type Name of Individual or Business

OXY Tire. Inc

(1) FILING OFFICER COPY - ALPHABETICAL

(2) FILING OFFICER CORY . MILLEDICAL

Type Name of Individual or Business

(3) FILING OFFICER COPY-ACKNOWLEDGEMENT

P04

Account # 229603

SECURITY AGREEMENT

Adsecurity for the Obligations, as hereafter defined, of the undersigned, or guarantors of the undersigned ("Debtor to Soris Financial, a Division of Case Credit Corporation or any affiliated company ("Secured Party"). and for other good and valuable consideration the receipt and sufficiency of which are hereby acknowledged. Debtor grants Secured Party a security interest in the following property, wherever located, whether now owned or hereafter acquired by Debtor, and all additions and accessions thereto and all products and proceeds thereof. ("Collateral"):

All inventory, including all goods held for sale, lease or demonstration or to be furnished under contracts of service, goods leased to others, trade-ins, repossessions and service parts.

All motor vehicles, all facures, and all equipment, including but not limited to, furniture, maininery. tooling, supplies and computers.

Accounts, receivables, contract rights, chattel paper, instruments, general intengible and documents of title.

All property, to include but not limited to all Real property, Intangible property and any intangence.

property. The term "Obligations" is used herein in its broadest and most comprehensive sense, and i without limitation, any and all present and future debts, obligations and liabilities of Debtor to Secure Party, whether direct, contingent, joint, several, liquidated or unliquidated, as surety or guarantor, pursuant to an writing. and all amendments thereto and any extensions or renewals thereof.

Secured Party may verify accounts, chattel paper and contract rights and general intengible in any manner, and Debtor shall assist Secured Party in so doing. Secured Party may at any time and Debtor shall, upon request of Secured Party, notify the account debtors to make payment directly to the Secured Party, and Secured Party may in the name of Debtor or otherwise receive, collect and receipt for the payment of all monies bayable with respect to the accounts, contract rights, chattel paper and general intengibles and give full discharge berefor. endorse try checks, drafts, money orders or instruments for the payment thereof payable to or to the tree of Debtor reserved by Secured Party in connection therewith; sue for, settle, adjust and compromise all present and future clasms arising thereunder or in connect therewith; sell, assign, pledge or make any other agreen at with respect tereto; and exercise all other rights and remedies that Debtor would have with respect thereto buttor this Security CIVEMENT

btor shall maintain the Collateral in good condition and repair and not permit its value to be impaired; keep й **ж**е from all liens, encumbrances and security interests (other than as permitted by Secured Party) defend it agains and legal proceedings by persons other than Secured Party; pay and discharge when due all taxes, limense fees, levies and other charges upon it: not sell, lease or otherwise dispose of it or permit it to become a fixture an accession to other goods, except for sales or leases of inventory in the ordinary course of bebtor's busines not permit it to be used in violation of any applicable law, regulation or policy of insurance; and, as to Collater consisting of instruments and chattel paper, preserve rights in it against prior parties.

nless otherwise agreed in writing by Secured Party, Debtor shall keep the Collateral and Secured Party's it insured under policies with such provisions, for such amounts and by such insurers as shall be satisfactory to Secured Party from time to time, and shall furnish evidence of such insurance satisfactory to Secured Darty. The Debtor assigns (and directs any insurer to pay) to Secured Party the proceeds of all such insurand and any premium refund, and authorizes Secured Party to endorse in the name of Debtor any instrument for such proceeds or refunds and, at the option of the Section Party, to apply such proceeds and refunds to any unpeid lance of the Obligations whether or not due, and/or to restoration of the Collateral, returning any excess to Debt Secured Party is authorized, in the name of Debtor or otherwise, to make, adjust and/or semie claims under a insurance on the Collateral.

sebitor shall pay all expenses and, upon request, take any action reasonably deemed advisable by Secured Party to preserve the collateral or to establish, determine the priority of, continue perfected, terminate and/or aforce Secured Party's Interest in it or rights under this Security Agreement.

bebtor shall pay and discharge all lawful taxes, assessments and governmental charges upon Dabtor of against s properties prior to the date on which panalties attach, unless and to the extent only that such taxes,

assessments and charges are contested in good faith and by appropriate proceedings by Debtor. the name appearing below is the correct name of Debtor, and Debtor does not do business under any other name. Debtor shall immediately advise Secured Party of a change of name, identity, or corporate stature. The address where is Debtor's chief executive office. The address where the Collate will be kept, if different from that appearing below Debtor's signature, is as follows:

Montey The AL and Helena AL. No location shall be changed without the prior written consent of Secure Party. but the series intend that the Collateral, wherever located, is covered by this Security Agreement.

Page Dot 2

Initial 65.1.111A-

FROM:414 535 5883

P05

12-13-00 03:22 RHYNO

If Deptor is a corporation, it warrants that, having due regard to all restrictions contained in the Articles of Incorporation, Charter, Code of Regulations and By-Lews of Debtor, it has the power and authority to enter into this incorporation, Charter, Code of Regulations and By-Lews of Debtor, it has the power and authority to enter into this incorporation, Charter, Code of Regulations and By-Lews of Debtor, it has the power and authority to enter into this incorporation, Charter, Code of Regulations and Debtor has taken all steps necessary to insure that this Security Agreement in the manner set out herein, and Debtor has taken all steps necessary to insure that this Security Agreement is legally valid and enforceable against Debtor in accordance with its terminand conditions.

In the event Debtor shall default on the Obligations, Secured Party shall have, in addition to all other rights and remedies provided by law, the remedies of a secured party under the Uniform Commercial Code including without limitation, the right to take possession of the Collateral and the this purpose Secured Party may enter upon the premises where the collateral may be situated and remove the time therefrom. Debtor will be responsible for the premises where the collateral may be situated and remove the time therefrom. Debtor will be responsible for ALL of Secured Party's attorney's fees and costs in connection ALL digation brought either adainst or by Secured Party in connection with the obligations. In the event Secured Party takes possession of the Collateral, Secured Party in connection with the same at public or private sale or otherwise in such manner and upon such terms as shall appear to Secured Party to be reasonable and apply the proceeds of such sale or disposition, less the expenses incurred by Secured Party to the partial or complete satisfaction of the obligations.

This Security Agreement or a photocopy thereof may be filed as a financing statement. Debtor appoints

Secured Party as Debtor's true and lawful agent for the purpose of executing financing statements and

Secured Party as Debtor's true and lawful agent for the purpose of executing financing statements and

Secured Party as Debtor's true and in the name of Debtor which evidence Secured Party's security Intent in the

amendments thereto on behalf of and in the name of Debtor which evidence Secured Party's security Intent in the

DEBTOR HEREBY AGREES TO THE EXCLUSIVE VENUE AND JURISDICTION OF ANY COURT IN THE STATE OF WISCONSIN FOR ALL ACTIONS, PROCEEDINGS, CLAIMS, COUNTERCLAIMS OR CROSSCLAIMS ARISING DIRECTLY OR INDIRECTLY IN CONNECTION WITH, OUT OF, OR IN ANY WAY RELATED TO THIS AGREEMENT OR OBLIGATIONS, WITH THE SOLE EXCEPTIONS THAT AN ACTION TO RECOVER POSSESSION OF ALL OR PART OF THE COLLATERAL OR ANY OTHER ASSETS, HOWEVER DENOMINATED, OF THE DEBTOR, AT THE SOLE DISCRETION OF THE SECURED PARTY BE BROUGHT IN A STATE OR FEDERAL JURISDICTION WHERE THE COLLATERAL OR OTHER ASSETS ARE LOCATED DEBTOR AND OR GUARANTORS EACH WAIVE ANY RIGHT THEY OR ANY OF THEM MAY HAVE TO TRANSFER OR CHANGE OF VINUE OF ANY AND ALL LITIGATION BROUGHT IN CONNECTION OR ACCORDANCE HEREWITH.

DEBTOR AND SECURED EVERTY HEREBY JOINTLY AND SEVERALLY WAIVE ANY AND ALL RIGHT
TO TRIAL BY JURY IN ANY ACTION ON PROCEEDING RELATING TO THIS AGREEMENT, ANY
COLLATERAL, OR ANY L'OCUMENT DELIVERED HERE UNITED ON IN CONNECTION HEREWITH, OR ANY
TRANSACTION ARISING FROM OR CONNECTED TO AND WITH FOREGOING, DEBTOR AND SECURED
TRANSACTION ARISING FROM OR CONNECTED TO AND WHILLIAM VAND VOLUNTABLY GIVEN

PARTY REPRESENT THAT INS WAIVER IS KNOWINGLY, WILLING, Y AND VOLUNTARILY GIVEN.

Signed this 14 ay of Bec. 2006

Debtor: (1) Odessa Mines, ivc.

(2) Rhyno USA, inc.

(3) OXY Tire, inc.

(4) Habshey Equipment Co, inc.

(5) Seminole Contracting Co, inc.

(6) First Gulf Properties

(7) Habshey, Terry Maone 55

By:

Title

Pres and Partner

Terry M. Habshey President, Partner.

Debtor:

Individually and Guarantor

Title:

By:

Terry M. Habshey Individual, Guarantor.

Debtor's

177 Elvira Road

Address

Helena, Alabama 35080

Cóliections Department

Secured Party: Case Credit Corroany Attn: Soria Collections 233 Lake Avenue Racine. WI 53403.

By:

WUST BE SIGNED!

Title:

March and Lies opposed JANS 12.05 (E) 1250 F

Page 2060

Signed this 14 day of ______, 200_4

CONTRACT - ADDENDUM "A"

Dealer No. 02267

Credit Application No. 95164-D

THIS IS ADDENDUM "A" TO THAT CERTAIN RETAIL INSTALLMENT SALE CONTRACT AND SECURITY AGREEMENT, CHATTEL MORTGAGE, SECURITY AGREEMENT, LEASE, CONDITIONAL SALES CONTRACT OR OTHER CONTRACT (THE "CONTRACT")

DATED SEP 13 1859 BETWEEN THE PURCHASER AND THE SELLER IDENTIFIED BELOW.

Additional Equipment:

i Equipment:			
Description		Serial Number	Cash Sale Price
Cat 988A Rubber Tired Loader	-	87A3875	\$0.00
Drillech D40 K DRILL Blasthole Drill		731041	\$0,00
Cat 992C Rubber Tired Loader		42X385	\$0.00
Drilltech D50 K DRILL Blast Hole Drill		730895	\$0.00
Lima 2400 Dragline		56445-10	\$0.00
Rhyno RD 1000 Dozer	:	000004	\$0.00
Rhyno RD 1000 Dozer		000003	\$0.00
Rhyno RD 1000 Dozer	A. S.	000005	\$0.00
Rhyno RL80 Wheel Loader		V0000005	\$0.00
Rhyno RT43 Reck Trucks		N16906	\$0.00
Rhyno RT-5 Rock Trucks		N16907	\$0.00
Rhyno RL25 Whee: Loader		ARL112575	\$0.00
Rhyno RD1000 Dozir	• •	004-1099-10D	\$0.00
Rhyno RD1900 Dozer	The same of the sa	005-1095-10D	\$0.00
Rhyno RD900 Dozer	AZERS GARAGE AND	C01-1099-09D	\$0.00
Rhyno RT46 Rock Truck	11300 20	004-1099-46T	\$0.00
Rhyno RI46 Rock Truck		003-1099-46T	\$0.00
Rhyno RT25 Rock Truck		002-1099-25T	\$0.00
Rhyno RT25 Rock Truck	1 12 To 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1	003-109 9 -25T	\$0.00
Rhyno RL80 Wheel Loader	44	002-1099-80L	\$0.00
Cat 980B Rubber Tiered Loader		89P3631	\$0.00
Cat 777D Rock Truck		3PR723	\$0.00
Cat 777D Rock Truck	APT IN THE PROPERTY OF	3PR724	\$0.00°
Cat 777D Rock Truck		3PR725	\$0.00
		Total	\$ 50.00
<u></u>	3.74.7		

Inst # 2000-44582

12/22/2000-44582
10:04 AM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
004 CJ1 18.00

Odessa Mines, Inc.

Print Purchaser Name

John M. Harshey

1 3 1992

Purchaser Signature

Date

Tipe (If Applicable)