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

## Important: Read Instructions on Back Before Filling out Form.

Import	(612) 421-1713	(612) 421-1713	
58802		This FINANCING STATEMENT is presented to a Filing Officer for the Uniform Commercial Code.	
The Debtor is a transmitting utility	No. of Additional Sheets Presented:	filing pursuant to the Original Property of Filing OFFICER	
he Debtor is a transmission.  s defined in ALA CODE 7-9-105(n).  Return copy or recorded original acknowledge	ment to:	Date, Time, Number & Filing Office	
Pre-paid Acct *	(Last Name First if a Person)  (Last Name First if a Person)	st # 2000-44589 19 AM CERTIFIED 19 AM CERTIFIED	. 13. ±8.
A. Name and Address of Debtor	FANY) (Last Name First if a 7 5155-7)	The state of the s	<b>5</b>
Social Security/Tax ID #		FILED WITH: AL-Shelby County	
		(IF ANY) (Last Name Firs	st if a Person)
Case Credit Corp. P.O. Box 292 Racine, WI 53401		ASSIGNEE OF SECURED PARTY	
Social Security/Tax ID #			
☐ Additional secured parties on attached UC	CC-E		
5. The Financing Statement Covers the Follo	wing Types (or items) of Property.		
See attached for col	.latera	5A. Enter Code(s) Back of Form Best Describe Collateral Cov By This Filling	that s The vered
Check X if covered: ☐ Products of Colle	ateral are also covered.	7. Complete only when filling with the Judge of Probate:	
<ol><li>This statement is filed without the debtor : (check X, if so)</li></ol>	s signature to perfect a security interest in collateral nother jurisdiction when it was brought into this standard purisdiction when debtor's location changed	Mortgage tax due (15¢ per \$100.00 or traction thereof) \$	to be cross for does not ha
already subject to a security interest in a to this state.    which is proceeds of the original collate.	ral described above in which a security interest is	indexed in the real estate mortgage records (becomes in Box 5) an interest of record, give name of record owner in Box 5)	
perfected.  acquired after a change of name, identify as to which the fitting has lapsed.	0 1 1.11	(Required only if filed without debtor's Signature	
Signature(s) of Debtor(s)	burts As Agents LA	·	
2ignature(s) or people (s)		Signature(s) of Secured Party(ies) or Assignee	

Type Name of Individual or Business

STANDARD FORM - UNIFORM COMMERCIAL CODE - FORM UCC-1

Signature(s) of Debtor(s)
Rhyno USA, Inc.

P04

12-13-00 03: 11 RHYNO

## Account # 229603

SECURITY AGREEMENT

Adsacurity for the Obligations, as hereafter defined, of the undersigned, or guarantons of the undersigned ("Debtor to Sons 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 factures, and all equipment, including but not limited to, furniture, machinery. tooling, supplies and computers.

Accounts, receivables, contract rights, chattel paper, instruments, general intengibles, 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 Edudes. without limitation, any and all present and future debts, obligations and liabilities of Debtor to Security, whether direct, contingent, joint, several. liquidated or unliquidated, as surety or guarantor, pursuant to anywriting.

and all amendments thereto and any extensions or renewals thereof. Secured Party may verify accounts, chattel paper and contract rights and general intengibles 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 intemplates and give full discharge merefor, endorse they 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 clatins arising thereunder or in connect therewith; sell, assign, pledge or make any other agreentant with respect tereto; and exercise all other rights and remedies that Debtor would have with respect thereto buttor this

Security Consensant btor shall maintain the Collateral in good condition and repair and not permit its value to be idepaired: keep il tom 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 what due all taxes, liminse 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 pebtor'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.

Inless 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 ishall be satisfactory to Secured Party from time to time, and shall furnish evidence of such insurance satisfactory to Secured barty. The Debtor assigns (and directs any insurer to pay) to Secured Party the proceeds of all such insurant 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 settle claims under all insurance on the Collateral.

Sebtur 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 after Secured Party's interest in it or rights under this Security Agreement.

ebtor shall pay and discharge all lawful taxes, assessments and governmental charges upon Dabtor or against 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 factles intend that the Collateral, wherever located, is covered by this Security Agreement.

page Dot 2

Initial 6.1.1114-

**P05** 

12-13-08 63:22 RHYNO

If Debtor 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 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 terms and 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, one remedies of a secured party under the Uniform Commercial Gode including without Ilmitation, the right to take possession of the Collateral and this purpose Secured Party may enter upon the premises where the collateral may be situated and remove the therefrom. Debtor will be responsible for ALL of Secured Party's attorney's fees and costs in connection ALL agation brought either against or by Secured Party in connection with the obligations. In the even: Secured Party takes possession of the Collateral, Secured Party may without notice sell 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 amendments thereto on behall of and in the name of Dabtor which evidence Secured Party's security Intent in the

DEBTOR HEREBY AGREES TO THE EXCLUSIVE VENUE AND JURISDICTION OF ANY COURT IN Collateral. 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 I 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 VENUE OF ANY AND ALL LITIGATION BROUGHT IN CONNECTION OF

DEBTOR AND SECURED PARTY HEREBY JOINTLY AND SEVERALLY WAIVE ANY AND ALL RIGHT ACCORDANCE HEREWITH. TO TRIAL BY JURY IN ANY ACTION OF PROCEEDING RELATING TO THIS AGREEMENT, ANY COLLATERAL, OR ANY DOCUMENT DELIVERED HEREUNDER OR IN CONNECTION HEREWITH, OR ANY TRANSACTION ARISING FROM OR CONNECTED TO ANY WATHE FOREGOING. DEBTOR AND SECURED PARTY REPRESENT THAT HIS WAIVER IS KNOWINGLY, WILLINGLY AND VOLUNTARILY GIVEN.

Odessa Mines, inc. Debtor: (1) Rhyno USA, Inc. QXY Tire, inc. Hebshey Equipment Co, Inc. (4) Seminole Contracting Co, Inc. (5)First Gulf Properties (6) Habyney, Terry Mapre, SE Pres. and Partner By: Terry M. Habshey President, Partner.

Signed this 14 day of Dec. 200 04

Signed this 14 tay of Dec 2000

Debtor.

Title

Individually and Guarantor

Title:

By:

Tarry M. Habshey Individual, Guarantor.

Debtor's

177 Elvira Road

Address Helena, Alabama 35080

Secured Party: Case Credit Commany Attn: Soris Collections 233 Lake Avenue Racine, WI 53403

By.

Collections Department

Title:

VIUST BE SIGNED!

## 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\_1 3 1939 \_\_\_\_\_\_ BETWEEN THE PURCHASER AND THE SELLER IDENTIFIED BELOW.

Additional Equipment:

···		
, e	Serial Number	Cash Sale Price
Cat 988A Rubber Tired Loader		\$0.00
Drilltech D40 K DRILL Blasthole Drill		\$0.00
Cat 992C Rubber Tired Loader		\$0.00
	730895	\$0.00
	56445-10	\$0.00
	000004	\$0.00
	000003	\$0.00
	000005	\$0.00
	V0000005	\$0.00
· · · · ·	N16906	\$0,00
	N16907	\$0.00
	ARL112575	\$0.00
**	004-1099-10D	S0.00
State of the state	005-1099-10D	\$0.00
Tables (1997)	001-1099-09D	\$0.00
क्षेत्र स्थाप	004-1099-46T	\$0.00
	003-1099-46T	\$0.00
	002-1099-25T	\$0.00
1. 15 (1. 1. 1. 1. 1. 1. 1. 1. 1. 1. 1. 1. 1. 1	003-1099-25T	\$0.00
And Agree to the first of the f	002-1099-80L	\$0.00
	89P3631	\$0.00
	3PR723	\$0.00
	3PR724	\$0.00
	3PR725	\$0.00
e e e e e e e e e e e e e e e e e e e	Total	¥ \$0.00
		87A3875 731041 42X385 730895 56445-10 000004 000003 000005 V0000005 N16907 ARL112575 004-1099-10D 005-1099-10D 001-1099-09D 004-1099-46T 002-1099-25T 003-1099-25T 002-1099-80L 89P3631 3PR723 3PR724 3PF725

Inst # 2000-44589

12/22/2000-44589
10:19 AM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
004 CJ1 18.00

	_	_
	Rdimar	
Odessa	WIINES.	mc.

Print Purchaser Name

Myley M. Hasky

· 1 3 1995

Purchaser Signature

Date

Tige (If Applicable)