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

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

58804

58804				
The Debtor is a transmitting utility	No of Additional Sheets Presented:	This FINANCING STATEMENT is presented to filling pursuant to the Uniform Commercial Co	o a riving Officer for ode.	
as defined in ALA CODE 7-9-105(n).  Return copy or recorded original acknowledgement to:	· · · · · · · · · · · · · · · · · · ·	THIS SPACE FOR USE OF FILING OFFICER Date, Time, Number & Filing Office		
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			53. F.1	708A]
Descript Appt #			4 4 1	a Fi
Pre-paid Acct. #	(Last Name First if a Person)			는 당
Rhyno USA, Inc. 2160 Highway 89			2003	3000
Montevalo, AL 35115		-	in Y	C. 17
			# a	
			# CO 0	
Social Security/Tax ID #			E F	いま
2A. Name and Address of Debtor (IF ANY)	(Last Name First if a Person)			<del>, 1</del>
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		<b>\</b>		
Social Security/Tax ID #		FILED WITH:		
Additional debtors on attached UCC-E		AL-Shelby County		
3. NAME AND ADDRESS OF SECURED PARTY) (Last	Name First if a Person)	4. NAME AND ADDRESS OF (IF A ASSIGNEE OF SECURED PARTY	ANY) (Last Name	First if a Person)
Case Credit Corp.		7		
P.O. Box 292				
Racine, WI 53401				
Social Security/Tax ID #				
Additional secured parties on attached UCC-E	<u> </u>	·		
5. The Financing Statement Covers the Following Types	(or items) of Property:	<u>.                                  </u>		
See attached for collater				
			5A. Enter Code	(s) From
			Back of Fo Best Descr Collateral (	rm That ibes The
			By This File	
			<u> </u>	
			<u> </u>	
				<del></del>
Object Videovered III Droducts of Colleteral are six	o covered.		— — — — — — — — — — — — — — — — — — —	
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 Pro The initial indebtedness secured by this financing	ig statement is #	<u></u>
<ul> <li>(check X, if so)</li> <li>already subject to a security interest in another jurisdi</li> <li>already subject to a security interest in another jurisdi</li> </ul>	iction when it was brought into this state. iction when debtor's location changed	Mortgage tax due (15¢ per \$100.00 or fraction thereof) \$		
<ul> <li>already subject to a security interest in another jurisor to this state.</li> <li>which is proceeds of the original collateral described</li> </ul>		I independ in the real estate MOROSOB (800108 UV	RCHOR Leaf cardle area in an	btor does not have
perfected.		an interest of record, give name of record owner in Box 5)  Signature(s) of Secured Party(ies)		
acquired after a change of name, identity or corporate as to which the filing has lapsed.		(Required only if filed without del	btor's Signature — see Box	
Kunda K Roberts	As Asont LAS	Description of April		
Signature(s) of Debtor(s)		Signature(s) of Secured Party(ies) or Assi		<u> </u>
Signature(s) of Debtor(s)	<del>,</del>	Signature(s) of Secured Party(ies) or Assi	ignee	
Rhyno USA, Inc.  Type Name of Individual or Business	<u>.                                    </u>	Type Name of Individual or Business	— UNIFORM COMMERCIAL	CODE FORM UC

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12-13-00 03: 1 RHYNO

Account # 229603

SECURITY AGREEMENT

Ad security 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 venicles, all fidures, and all equipment, including but not limited to, furniture, maininery, 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 intractual property.

The term "Obligations" is used herein in its broadest and most comprehensive sense, and course, without theirstion, 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 any writing, and all amendments thereto and any extensions or renewals thereof.

Secured Party may verify accounts, chattel paper and contract rights and general intangibles 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 payable with respect to the accounts, contract rights, chattel paper and general intangibles and give full discharge person; endorse any checks, drafts, money orders or instruments for the payment thereof payable to or to the order of Debtor received by Secured Party In connection therewith; sue for, settle, adjust and compromise all present and future claims arising thereunder or in connect therewith; sell, assign, pledge or make any other agreement with respect thereto; and exercise all other rights and remedies that Debtor would have with respect thereto but for this Security of themsent.

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

interest 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 Party from time to time, and shall furnish evidence of such insurance satisfactory to Secured Party. The Debtor assigns (and directs any insurer to pay) to Secured Party the proceeds of all such insurance and any premium retund, and authorizes Secured Party to endorse in the name of Debtor any instrument for such proceeds or refunds and, at the option of the Secured Party, to apply such proceeds and refunds to any unpaid talance of the Obligations whether or not due, and/or to restoration of the Collateral, returning any excess to Debtor. Secured Party is authorized, in the name of Debtor or otherwise, to make, adjust and/or settle claims under any insurance on the Collateral.

Secured Party to preserve the collateral or to establish, determine the priority of continue perfected, terminate and/or efforce Secured Party's interest in it or rights under this Security Agreement.

enter shall pay and discharge all lawful taxes, assessments and governmental charges upon Debter or against a properties prior to the date on which panalties attach, unless and to the extent only that such taxes, against a 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 structure, other name. Debtor shall immediately advise Secured Party of a change of name, identity, or corporate structure. The address where the

Collater will be kept, if different from that appearing below Debtor's signature, is as follows:

Montey lio AL and Helena AL. No location shall be changed without the prior written consent of Secure Party.

But the fartles intend that the Collateral, wherever located, is covered by this Security Agreement.

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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-Laws 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, the remedies of a secured party under the Uniform Commercial Gode including without limitation, 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 me therefrom. Debtor will be responsible for ALL of Secured Party's attorney's fees and costs in connection ALL and gration brought either addinst or by Secured Party in connection with the obligations. In the event 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 Debtor 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 TRANSFER OR CHANGE OF VENUE OF ANY AND ALL LITISATION BROUGHT IN CONNECTION OF

ACCORDANCE HEREWITH DEBTOR AND SECURED PARTY HEREBY JOINTLY AND SEVERALLY WAIVE ANY AND ALL RIGH TO TRIAL BY JURY IN ANY ACTION OF FROCEEDING 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 KNOWNGLY, WILLINGLY AND VOLUNTARILY GIVEN.

Odessa Mines, Mc. Debtor: (1) Rhyno USA, Inc. OXY Tire, inc. Habshey Equipment Co, Inc. Seminole Contracting Co, Inc. **(5)** First Gulf Properties (6) Habshey, Terry Maprie SS **(7)** Pres. and Partner By:

Signed this 14 day of Dec. 200

Signed this 14 stay of Acc 2000

Debtor.

Title:

individually and Guarantor

Title:

By:

Terry Mi Habshey Individual, Guarantor.

Terry DK Habshey President, Partner.

Debtoy

177 Elvira Road

ACCORDE

Helena, Alabama 35080

Chliections Departmen

Secured Party: Case Credit Coordany Attn: Sons Collections 233 Lake Avenue Racine. WI 53403

By:

LIVUST BE SIGNED!

Title:

## CONTRACT - ADDENDUM "A"

Dealer No. 02267

Credit Application No. 95164-D

THIS IS ADDENOUM "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 1335 BETWEEN THE PURCHASER AND THE SELLER IDENTIFIED BELOW.

Additional Equipment:

Cat 988A Rubber Tired Loader         87A3675         \$0.00           Drilltech D40 K DRILL Blasthole Drill         731041         \$0.00           Cat 992C Rubber Tired Loader         42X385         \$0.00           Drilltech D50 K DRILL Blast Hole Drill         730895         \$0.0           Lima 2400 Dragtine         55445-10         \$0.0           Rhyno RD 1000 Dozer         000004         \$0.0           Rhyno RD 1000 Dozer         000003         \$0.0           Rhyno RD 1000 Dozer         000005         \$0.0           Rhyno RD 1000 Dozer         000005         \$0.0           Rhyno RD 1000 Dozer         000005         \$0.0           Rhyno RT-3 Rock Trucks         N16906         \$0.0           Rhyno RL25 Whee! Loader         ARL112575         \$0.0           Rhyno RD1000 Dozer         004-1099-10D         \$0.0           Rhyno RD1000 Dozer         005-1099-10D         \$0.0           Rhyno RD900 Dozer         001-1099-09D         \$0.0           Rhyno RT46 Rock Truck         004-1099-46T         \$0.0           Rhyno RT25 Rock Truck         002-1099-25T         \$0.0           Rhyno RT25 Rock Truck         003-1099-25T         \$0.0           Rhyno RT25 Rock Truck         003-1099-25T         \$0.0	al Equipment:		
Drilltech D40 K DRILL Blasthole Drill   731041   \$0.0	Description	Serial Number	Cash Sale Price
Cat 992C Rubber Tired Loader         42X385         \$0.0           Drilltech D50 K DRILL Blast Hole Drill         730895         \$0.0           Lima 2400 Dragline         56445-10         \$0.0           Rhyno RD 1000 Dozer         000004         \$0.0           Rhyno RD 1000 Dozer         000003         \$0.0           Rhyno RD 1000 Dozer         000005         \$0.0           Rhyno RL80 Wheel Loader         V0000005         \$0.0           Rhyno RT-3 Rock Trucks         N16907         \$0.0           Rhyno RL25 Wheel Loader         ARL112575         \$0.0           Rhyno RD 1000 Dozer         004-1099-10D         \$0.0           Rhyno RD 1000 Dozer         005-1099-10D         \$0.0           Rhyno RD 1000 Dozer         005-1099-10D         \$0.0           Rhyno RD 1000 Dozer         001-1099-0D         \$0.0           Rhyno RD 1000 Dozer         001-1099-0D         \$0.0           Rhyno RT46 Rock Truck         004-1099-46T         \$0.0           Rhyno RT48 Rock Truck         003-1099-25T         \$0.0           Rhyno RT25 Rock Truck         002-1099-25T         \$0.0           Rhyno RT25 Rock Truck         003-1099-25T         \$0.0           Rhyno RT25 Rock Truck         002-1099-80L         \$0.0	Cat 988A Rubber Tired Loader	87A387.5	\$0.00
Drilltech D50 K DRILL Blast Hole Drill         730895         \$0.0           Lima 2400 Dragline         \$56445-10         \$0.0           Rhyno RD 1000 Dozer         000004         \$0.0           Rhyno RD 1000 Dozer         000003         \$0.0           Rhyno RD 1000 Dozer         000005         \$0.0           Rhyno RD 1000 Dozer         000005         \$0.0           Rhyno RT45 Rcck Trucks         N16906         \$0.0           Rhyno RT-5 Rock Trucks         N16907         \$0.0           Rhyno RD 1000 Dozer         004-1099-10D         \$0.0           Rhyno RD 1000 Dozer         004-1099-10D         \$0.0           Rhyno RD 1000 Dozer         005-1099-10D         \$0.0           Rhyno RD 46 Rock Truck         004-1099-46T         \$0.0           Rhyno RT46 Rock Truck         004-1099-46T         \$0.0           Rhyno RT46 Rock Truck         004-1099-46T         \$0.0           Rhyno RT45 Rock Truck         002-1099-25T         \$0.0           Rhyno RT25 Rock Truck         002-1099-25T         \$0.0           Rhyno RT25 Rock Truck         002-1099-25T         \$0.0           Rhyno RT25 Rock Truck         003-1099-25T         \$0.0           Rhyno RT25 Rock Truck         \$0.0         \$0.0	Drilltech D40 K DRILL Blasthole Drill	731041	\$0.00
Lima 2400 Dragline         56445-10         \$0.0           Rhyno RD 1000 Dozer         000004         \$0.0           Rhyno RD 1000 Dozer         000005         \$0.0           Rhyno RD 1000 Dozer         000005         \$0.0           Rhyno RL80 Wheel Loader         V0000005         \$0.0           Rhyno RT-5 Rock Trucks         N16906         \$0.0           Rhyno RD-1000 RL25 Wheel Loader         ARL112575         \$0.0           Rhyno RD1000 Dozer         004-1099-10D         \$0.0           Rhyno RD1000 Dozer         005-1099-10D         \$0.0           Rhyno RD900 Dozer         001-1099-90D         \$0.0           Rhyno RT46 Rock Truck         004-1099-46T         \$0.0           Rhyno RT25 Rock Truck         002-1099-25T         \$0.0           Rhyno RT25 Rock Truck         003-1099-25T         \$0.0           Rhyno RL80 Wheel Loader         002-1099-80L         \$0.0           Cat 777D Rock Truck         3PR723         \$0.0           Cat 777D Rock Truck         3PR724         \$0.0           Cat 777D Rock Truck         3PR725         \$0.0	Cat 992C Rubber Tired Loader	42X385	\$0.00
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Rhyno RT46 Rock Truck       004-1099-46T       \$0.00         Rhyno RT46 Rock Truck       003-1099-46T       \$0.00         Rhyno RT25 Rock Truck       002-1099-25T       \$0.00         Rhyno RL80 Wheel Loader       002-1099-80L       \$0.00         Cat 980B Rubber Tiered Loader       89P3631       \$0.00         Cat 777D Rock Truck       3PR723       \$0.00         Cat 777D Rock Truck       3PR724       \$0.00         Cat 777D Rock Truck       3PR725       \$0.00	Rhyno RD1000 Dozer	005-1099-10D	\$0.00
Rhyno RT46 Rock Truck       003-1099-46T       \$0.00         Rhyno RT25 Rock Truck       002-1099-25T       \$0.00         Rhyno RL80 Wheel Loader       002-1099-80L       \$0.00         Cat 980B Rubber Tiered Loader       89P3631       \$0.00         Cat 777D Rock Truck       3PR723       \$0.00         Cat 777D Rock Truck       3PR724       \$0.00         Cat 777D Rock Truck       3PR725       \$0.00	Rhyno RD900 Dozer	001-1099-09D	\$0.00
Rhyno RT25 Rock Truck       002-1099-25T       \$0.00         Rhyno RT25 Rock Truck       003-1099-25T       \$0.00         Rhyno RL80 Wheel Loader       002-1099-80L       \$0.00         Cat 980B Rubber Tiered Loader       89P3631       \$0.00         Cat 777D Rock Truck       3PR723       \$0.00         Cat 777D Rock Truck       3PR724       \$0.00         Cat 777D Rock Truck       3PR725       \$0.00	Rhyno RT46 Rock Truck	004-1099-46T	\$0.00
Rhyno RT25 Rock Truck       003-1099-25T       \$0.00         Rhyno RL80 Wheel Loader       002-1099-80L       \$0.00         Cat 980B Rubber Tiered Loader       89P3631       \$0.00         Cat 777D Rock Truck       3PR723       \$0.00         Cat 777D Rock Truck       3PR724       \$0.00         Cat 777D Rock Truck       3PR725       \$0.00	Rhyno RT46 Rock Truck	003-1099-46T	\$0.00
Rhyno RL80 Wheel Loader       002-1099-80L       \$0.00         Cat 980B Rubber Tiered Loader       89P3631       \$0.00         Cat 777D Rock Truck       3PR723       \$0.00         Cat 777D Rock Truck       3PR724       \$0.00         Cat 777D Rock Truck       3PR725       \$0.00	Rhyno RT25 Rock Truck	002-1099-25T	\$0.00
Cat 980B Rubber Tiered Loader       89P3631       \$0.00         Cat 777D Rock Truck       3PR723       \$0.00         Cat 777D Rock Truck       3PR724       \$ \$0.00         Cat 777D Rock Truck       3PR725       \$0.00	Rhyno RT25 Rock Truck	003-1099-25T	\$0.00
Cat 777D Rock Truck         3PR723         \$0.00           Cat 777D Rock Truck         3PR724         \$ \$0.00           Cat 777D Rock Truck         3PR725         \$0.00	Rhyno RL80 Wheel Loader	002-1099-80L	\$0.00
Cat 777D Rock Truck         3PR724         \$ \$0.00           Cat 777D Rock Truck         3PR725         \$0.00	Cat 980B Rubber Tiered Loader	89P3631	\$0.00
Cat 777D Rock Truck 3PR725 \$0.00	Cat 777D Rock Truck	3PR723	\$0.00
	Cat 777D Rock Truck		
Total \$ 50.00	Cat 777D Rock Truck	3PF.725	\$0.00
		Total	\$ 50.00

Inst # 2000-44590

12/22/2000-44590
10:19 AM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
004 CJ1 18.00

Odessa Mines, Inc.

Print Purchaser Name

-- 13 ·

Purchaser Signature

Date

Tipe (If Applicable)