STATE OF ALABAMA — UNIFORM COMMERCIAL CODE — FINANCING STATEMENT

Important: Read Instructions on Back Before Filling out Form.

REORDER FROM
Registre, In
514 PIERCE ST.
P.O. BOX 218
ANOKA, MN. 55303
(612) 421-1713

Important. House interest				(612) 421-1713
58808				
30000			This FINANCING STATEMENT is presented to a	Filing Officer for
The Debtor is a transmitting utility as defined in ALA CODE 7-9-105(n).	No. of Additional Sheets Presented:	<u> </u>	tiling pursuant to the Uniform Commercial Code THIS SPACE FOR USE OF FILING OFFICER	<u> </u>
Return copy or recorded original acknowledgen	nent to:		Date, Time, Number & Filing Office	
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				592 192 ME
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	•	Ī		<u> </u>
Pre-paid Acct. # 2. Name and Address of Debtor	(Last Name First if a	Person)		
Rhyno USA, Inc.				
221 Shadow Lakes Drive Helena, AL 35080				# % t § 3
Herena, An Jove		ļ		÷ Ön S≥
				という。
Social Security/Tax ID #	ANY) (Last Name First if a	a Person)		
2A. Name and Address of Debtor (IF /		!		
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]		
Social Security/Tax ID #			AL-Shelby County	
Additional debtors on attached UCC-E			4. NAME AND ADDRESS OF (IF AN	(Last Name First if a Person)
3. NAME AND ADDRESS OF SECURED PART	Y) (Last Name First if a Person)		ASSIGNEE OF SECURED PARTY	
Case Credit Corp. 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 Followin	g Types (or items) of Property:			
See attached for colla	acerar.			
				5A. Enter Code(s) From Back of Form That
				Best Describes The Collateral Covered By This Filing:
Check X if covered: ☐ Products of Collaters	al are also covered.		The state of Probability and the Judge of Prob	ate:
6. This statement is filed without the debtor's sig	nature to perfect a security interest in	collateral	7. Complete only when filing with the Judge of Prob The initial indebtedness secured by this financing	
(check X, if \$0)	er jurisdiction when it was brought int	to this state.	Mortgage tax due (15¢ per \$100.00 or fraction the	or fixtures and is to be cross
 already subject to a security interest in anoth to this state. which is proceeds of the original collateral d 			8. This financing statement covers timber to be indexed in the real estate mortgage records (Desan interest of record, give name of record owner)	(O) (O) (O) (O)
portected			Cinc-turale) of Sect	ared Party(ies)
acquired after a change of name, identity or as to which the filing has lapsed.	Corporate structure of debion		(Required only if filed without deb	tor's Signature — see box of
	erts Astrent C	AS_	The state of the s	nee
Signature(s) of Debtor(s)	11 0		Signature(s) of Secured Party(ies) or Assign	
		 	Signature(s) of Secured Party(ies) or Assi	gnee

Type Name of Individual or Business

STANDARD FORM — UNIFORM COMMERCIAL CODE -- FORM UCC-1

Signature(s) of Debtor(s)

Rhyno USA, Inc.

Type Name of Individual or Business

P04

1 RHYNO 12-13-00 03:

Account # 229603

SECURITY AGREEMENT

As 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 equired 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 fodures, and all equipment, including but not limited to, furniture, machinery,

tooling, supplies and computers.

Accounts, receivables, contract rights, chattel paper, instruments, general intengibles, and

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

The term "Obligations" is used herein in its broadest and most comprehensive sense, and ciudas. 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 any writing.

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 payable with respect to the accounts, contract rights, chattel paper and general intengibles and give full discharge merefor, 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 claims arising thereunder or in connect therewith; sell, assign, piedge or make any other agreement with reto; and exercise all other rights and remedies that Debtor would have with respect thereto burior this

btor shall maintain the Collateral in good condition and repair and not permit its value to be impaired; Security Croement 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 what 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 of an accession to other goods, except for sales or leases of inventory in the ordinary course of Debtor'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.

pless otherwise agreed in writing by Secured Party, Debtor shall keep the Collateral and Secured Party's 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 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 Secured Party, to apply such proceeds and refunds to any unpaid Liance of the Obligations whether or not due, and/or to restoration of the Colleteral, returning any excess Secured Party is authorized, in the name of Debtor or otherwise, to make, adjust and/or semie claims

ebtor shall pay all expenses and, upon request, take any action reasonably deemed advisable by under a insurance on the Collateral. Secured Party to preserve the colleteral or to establish, determine the priority of, continue perfected, terminate

and/or force 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 Debtor or 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. he 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 stacture. The address appearing below Debtor's signature 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 110 AL and Helena AL. No location shall be changed without the prior written consent of Secure Party,

but the arties intend that the Collateral, wherever located, is covered by this Security Agreement.

Page Dota

Initial 6.1.1114-

12-13-00 03:22 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, the remedies of a secured party under the Uniform Commercial Gode including without limitation, the right to take possession of the Colleteral 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 against brought either against 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 exacuting financing statements and amendments thereto on behalf 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 VINUE OF ANY AND ALL LITIGATION BROUGHT IN CONNECTION OF

DEBTOR AND SECURED FARTY HEREBY JOINTLY AND SEVERALLY WAIVE ANY AND ALL RIGHT ACCORDANCE HEREWITH. TO TRIAL BY JURY IN ANY METION OF PROCEEDING RELATING TO THIS AGREEMENT, ANY COLLATERAL, OR ANY DOCUMENT DELIVERED HEREUNDER OR IN CONNECTION HEREWITH, OR ANY TRANSACTION ARISING FROM OR L'ONNECTED TO ANY WETHE FOREGOING. DEBTOR AND SECURED PARTY REPRESENT THAT HIS WAIVER IS KNOWINGLY, WILLINGLY AND VOLUNTARILY GIVEN. Signed this 14 tay of Dec 2000

Odessa Mines, inc. Debtor: (1) Rhyno USA, Inc. QXY Tire, Inc. Habshey Equipment Co, Inc. Seminole Contracting Co, Inc. First Gulf Properties Habyhey Terry Meone 554 Pres. and Partner By: Terry M. Habshey President, Partner. Title: Debtor.

Signed this 14 day of Dec. 200

By:

Individually and Guarantor

Title:

Terry W. Habshey Individual, Guarantor.

Debtor's

177 Elvira Road

Address Helena, Alabama 35080

Secured Party: Case Credit Company Attn: Soris Collections 233 Lake Avenue Racine. Wil 53403.

By:

Collections Departmen

Title:

WUST BE SIGNED

CONTRACT - ADDENDUM "A"

Dealer No. 02267

Credit Application No. 95164-D

Additional Equipment:

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Serial Number	Cash Sale Price
87A387.5	\$0.00
731041	\$0.00
42X385	\$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	\$0.00
005-1099-10D	\$0.00
001-1099-09D	\$0.00
004-1099-46T	\$0.00
003-1099-46T	\$0.00
002-1099-25T	\$0.00
003-1099-25T	\$0.00
002-1099-80L	\$0.00
89P3531	\$0.00
3PR723	\$0.00
3PR724	.s \$0.00
3PF.725	\$0.00
Total	\$ 50.00
	87A3875 731041 42X385 730895 56445-10 000004 000003 000005 V0000005 N16906 N16907 ARL112575 004-1099-10D 005-1099-10D 001-1099-09D 004-1099-46T 002-1099-25T 002-1099-25T 002-1099-80L 89P3531 3PR723 3PR724 3PF725

Inst # 2000-44592

12/22/2000-44592
10:19 AM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
004 CJi 18.00

Odessa Mines, Inc.

Print Purchaser Name

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Date

Tipe (if Applicable)