

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

Important: Read Instructions on Back Before Filling out Form.

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

58808

<input type="checkbox"/> The Debtor is a transmitting utility as defined in ALA CODE 7-9-105(n).		No. of Additional Sheets Presented: <b>3</b>	This FINANCING STATEMENT is presented to a Filing Officer for filing pursuant to the Uniform Commercial Code.
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 Rhyno USA, 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 # _____			
<input type="checkbox"/> Additional debtors on attached UCC-E			
3. NAME AND ADDRESS OF SECURED PARTY (Last Name First if a Person) Case Credit Corp. P.O. Box 292 Racine, WI 53401			
Social Security / Tax ID # _____			
<input type="checkbox"/> Additional secured parties on attached UCC-E			
5. The Financing Statement Covers the Following Types (or items) of Property: See attached for collateral.		FILED WITH: AL-Shelby County	
		4. NAME AND ADDRESS OF ASSIGNEE OF SECURED PARTY (IF ANY) (Last Name First if a Person)	

Inst # 2000-44592  
12/22/2000-44592  
10:19 AM CERTIFIED  
SHELBY COUNTY JUDGE OF PROBATE  
004 CJ1 18.00

5A. Enter Code(s) From Back of Form That Best Describes The Collateral Covered By This Filing:

_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

Check X if covered: <input type="checkbox"/> Products of Collateral are also covered.		7. Complete only when filing with the Judge of Probate: The initial indebtedness secured by this financing statement is \$ <u>0</u> Mortgage tax due (15¢ per \$100.00 or fraction thereof) \$ _____	
6. This statement is filed without the debtor's signature to perfect a security interest in collateral (check X, if so) <input type="checkbox"/> already subject to a security interest in another jurisdiction when it was brought into this state. <input type="checkbox"/> already subject to a security interest in another jurisdiction when debtor's location changed to this state. <input type="checkbox"/> which is proceeds of the original collateral described above in which a security interest is perfected. <input type="checkbox"/> acquired after a change of name, identity or corporate structure of debtor <input type="checkbox"/> as to which the filing has lapsed.		8. <input type="checkbox"/> This financing statement covers timber to be cut, crops, or fixtures and is to be cross indexed in the real estate mortgage records (Describe real estate and if debtor does not have an interest of record, give name of record owner in Box 5)	
Signature(s) of Debtor(s) <u>Jonda K Roberts As Agent CAS</u>		Signature(s) of Secured Party(ies) (Required only if filed without debtor's Signature — see Box 6)	
Signature(s) of Debtor(s) Rhyno USA, Inc.		Signature(s) of Secured Party(ies) or Assignee	
Type Name of Individual or Business		Signature(s) of Secured Party(ies) or Assignee	
		Type Name of Individual or Business	

12-13-00 03:11 RHYNO

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 acquired by Debtor, and all additions and accessions thereto and all products and proceeds thereof ("Collateral"):

1. 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.
2. All motor vehicles, all fixtures, and all equipment, including but not limited to, furniture, machinery, tooling, supplies and computers.
3. Accounts, receivables, contract rights, chattel paper, instruments, general intangibles, and documents of title.
4. All property, to include but not limited to all Real property, intangible property and any Intellectual property.

The term "Obligations" is used herein in its broadest and most comprehensive sense, and includes, without limitation, any and all present and future debts, obligations and liabilities of Debtor to Secured 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 therefor; 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 connection 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 Agreement.

Debtor shall maintain the Collateral in good condition and repair and not permit its value to be impaired; keep it free 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 when due all taxes, license fees, levies and other charges upon it; not sell, lease or otherwise dispose of it or permit it to become a fixture or an accession to other goods, except for sales or leases of inventory in the ordinary course of Debtor's business; not permit it to be used in violation of any applicable law, regulation or policy of insurance; and, as to Collateral consisting of instruments and chattel paper, preserve rights in it against prior parties.

Unless otherwise agreed in writing by Secured Party, Debtor shall keep the Collateral and Secured Party's interest in 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. The Debtor assigns (and directs any insurer to pay) to Secured Party the proceeds of all such insurance 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 balance 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.

Debtor 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 enforce Secured Party's interest in it or rights under this Security Agreement.

Debtor shall pay and discharge all lawful taxes, assessments and governmental charges upon Debtor or against its properties prior to the date on which penalties 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.

The address appearing below Debtor's signature is Debtor's chief executive office. The address where the Collateral will be kept, if different from that appearing below Debtor's signature, is as follows:

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

Page 1 of 2

Initial B.T.M.H.

FROM: 414 636 6883

12-13-00 1:25 TO: RHYNO



12-13-66 03:22 RHINO

Signed this 14 day of Dec, 2000

Signed this 14 day of Dec, 2000

177 Elvira Road  
Helena, Alabama 35080

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12-13-66 01:36 TO: RHYNO

# 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 1999, BETWEEN THE PURCHASER AND THE SELLER IDENTIFIED BELOW.

**Additional Equipment:**

Description	Serial Number	Cash Sale Price
Cat 988A Rubber Tired Loader	87A3875	\$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	\$0.00
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	000005	\$0.00
Rhyno RL80 Wheel Loader	V0000005	\$0.00
Rhyno RT46 Rock Trucks	N16906	\$0.00
Rhyno RT46 Rock Trucks	N16907	\$0.00
Rhyno RL25 Wheel Loader	ARL112575	\$0.00
Rhyno RD1000 Dozer	004-1099-10D	\$0.00
Rhyno RD1000 Dozer	005-1099-10D	\$0.00
Rhyno RD900 Dozer	001-1099-09D	\$0.00
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 RT25 Rock Truck	003-1099-25T	\$0.00
Rhyno RL80 Wheel Loader	002-1099-80L	\$0.00
Cat 980B Rubber Tired 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
	<b>Total</b>	<b>\$0.00</b>

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Odessa Mines, Inc.

Print Purchaser Name



Purchaser Signature

13 1999

Date

Title (If Applicable)