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

REGREER FROM Registré, Inc.

65823		(612) 421-1713
☐ The Debtor is a transmitting utility as defined in ALA CODE 7-9-105(n).	No. of Additional Sheets Presented:	This FINANCING STATEMENT is presented to a Filing Officer for filing pursuant to the Uniform Commercial Code.
Return copy or recorded original acknowledgement to:		THIS SPACE FOR USE OF FILING OFFICER Date, Time, Number & Filing Office This space for use of filing office This space f
Pre-paid Acct. #	(Last Name First if a Person)	-44599 FTIFIED F PROBATE 18.00
Habshey, Terry Maone 177 Elvira Rd. Helena, AL 35080		Inst # 20 122/2000- 12 AM CER 18 COWIY JUBE 1
Social Security/Tax ID #(IF ANY) 2A. Name and Address of Debtor (IF ANY)	(Last Name First if a Person)	
Social Security/Tax ID #		FILED WITH:
Additional debtors on attached UCC-E	· · · · · · · · · · · · · · · · · · ·	AL-Shelby County
Case Credit Corp. P.O. Box 292 Racine, WI 53401 Social Security/Tax ID #		4. NAME AND ADDRESS OF (IF ANY) (Last Name First if a Perso ASSIGNEE OF SECURED PARTY
Additional secured parties on attached UCC-E		
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 Colleteral are also covered.	ered.	
This statement is filed without the debtor's signature to perfet (check X, if so) already subject to a security interest in another jurisdiction already subject to a security interest in another jurisdiction.	ct a security interest in collateral when it was brought into this state.	7. Complete only when filing with the Judge of Probate: The initial indebtedness secured by this financing statement is \$
which is proceeds of the original collateral described above perfected.	in which a security interest is	8. 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)
acquired after a change of name, identity or corporate struct as to which the filing has tapsed.	Ture or debtor	Signature(s) of Secured Party(ies) (Required only if filed without debtor's Signature — see Box 6)
Signature(s) of Debtor(s)	Hitfet LAS	Signature(s) of Secured Party(ies) or Assignee

Signature(s) of Debtor(s)

Terry Maone Habshey

Type Name of Individual or Business

Signature(s) of Secured Party(ies) or Assignee

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12-13-00 03: 11 RHYNO

Account # 229603

SECURITY AGREEMENT

Ad security for the Obligations, as hereafter defined, of the undersigned, or gualantors 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 Ecquired 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, mainteny. tooling, supplies and computers.

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

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

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

and all amendments thereto and any extensions or renewals thereof. Secured Party may verify accounts, chattel paper and contract rights and general intangible 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 meretor, endorse try checks, drafts, money orders or instruments for the payment thereof payable to or to the tree of Debtor referred 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 agreen and with respect tereto; and exercise all other rights and remedies that Debtor would have with respect thereto but for this Security Consent

btor shall maintain the Collateral in good condition and repair and not permit its value to be lapsired: 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, littles 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.

hless 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 barty. 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 unpaid Elance 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 a insurance on the Collateral.

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

eptor shall pay and discharge all lawful taxes, assessments and governmental charges upon Debtor 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 stacture. The address appearing below Debtor's signature is Debtor's chief executive office. The address where 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 arties 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 incorporation, Charter, Code of Regulations and By-Laws 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 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 Code 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 time therefrom. Debtor will be responsible for ALL of Secured Party's attorney's fees and costs in connection ALL algoriton 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 the partial or complete satisfaction of the obligations.

This Scientify 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'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 College of the College of

DEBTOR HEREBY AGREES TO THE EXCLUSIVE VENUE AND JURISDICTION OF ANY COURT IN 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 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 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.

ACCORDANCE HEREWITH.

DEBTOR AND SECURED PARTY HEREBY JOINTLY AND SEVERALLY WAIVE ANY AND ALL RIGHT
TO TRIAL BY JURY IN ANY ACTION ON PROCEEDING RELATING TO THE AGREEMENT, ANY
COLLATERAL, OR ANY LYCUMENT DELIVERED HERE OF OR THE FOREGOING, DEBTOR AND SECURED
TRANSACTION ARISING FROM OR CONNECTED TO AND ALL THE FOREGOING. DEBTOR AND SECURED

TRANSACTION ARUSING FROM OR COMMENCE WILLING Y AND VOLUNTARILY GIVEN.
PARTY REPICESENT THAT INS WAIVER IS KNY WEIGLY, WILLING Y AND VOLUNTARILY GIVEN.
Signed this 14 av of Dec. 200 C

Debtor: (1) Odessa Mines, iv.c. (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 Meore \$5#418-22-9770

₿y:

Pras. and Partner

Title:

Terry M. Habshey President, Partner.

Debtor.

Individually and Guarantor

By:

Tarry W. Habshey Individual, Guarantor.

Title:

177 Elvira Road

Address

Helena, Alabama 35080

Chliections Department

Secured Party: Case Credit Correspon Attn: Sons Collections 233 Lake Avenue Racine. Wt 53403

By.

VIUST BE SIGNED

Title

Page Baf C

Signed this 14 day of ______, 200 04

CONTRACT - ADDENDUM "A"

Dealer No. 102267

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 1889 BETWEEN THE PURCHASER AND THE SELLER IDENTIFIED BELOW.

Additional Equipment:

l Equipment:		Serial Number	Cash Sale Price
Description Cat 988A Rubber Tired Loader		87A3875	\$0.00
Drillech D40 K DRILL Blasthole Drill	<u></u>	731041	\$0,00
		42X385	\$0.00
Cat 992C Rubber Tired Loader		730895	\$0.00
Drilltech D50 K DRILL Blast Hole Drill		56445-10	\$0.00
Lima 2400 Dragline		000004	\$0.00
Rhyno RD 1000 Dozer	<u> </u>	000003	\$0.00
Rhyno RD 1000 Dozer		000005	\$0.00
Rhyno RD 1000 Dozer		V0000005	\$0.00
Rhyno RL80 Wheel Loader		N16006	\$0,00
Rhyno RT45 Rock Trucks		N16907	\$0.00
Rhyno RT-5 Rock Trucks		ARL112575	\$0.00
Rhyno RL25 Whee! Loader	- \ 	004-1099-10D	\$0.00
Rhyno RD1000 Dozir	The second second	005-1099-10D	\$0.00
Rhyno RD1000 Dozer	gan an in the state of the sta	C01-1099-09D	\$0.00
Rhyno RD900 Dozer	Part say	004-1099-46T	\$0.00
Rhyno RT46 Rock Truck		003-1099-46T	50.00
Rhyno R146 Rock Truck		A CONTRACTOR OF THE PARTY OF TH	\$0.00
Rhyno RT25 Rock Truck		002-1099-25T	\$0.00
Rhyno RT25 Rock Truck		003-1099-25T	\$0.00
Rhyno RL80 Wheel Loader	Park Same	002-1099-80L	\$0.00
Cat 980B Rubber Tiered Loader		0973031	\$0.00
Cat 7770 Rock Truck	_ <u></u>	3PR723	\$0.00
Cat 777D Rock Truck		3PR724	
Cat 777D Rock Truck	13 494	3PF.725	\$0.00
		Total	\$ 50.00

12/22/2010 44599 -44599

10:42 AM CERTIFIED

ELBY COUNTY JUDGE OF PROBATE
004 CJ1 18.00

Odessa Mines, Inc.

Print Purchaser Name

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Date

Tipe (If Applicable)