STATE OF ALABAMA — UNIFORM COMMERCIAL CODE — FINANCING STATEME FORM LICC-1 ALA

Important: Read Instructions on Back Before Filling out Form.

65816			<u>.</u> .
The Debtor is a transmitting utility as defined in ALA CODE 7-9-105(n).	No. of Additional Sheets Presented:	This FINANCING STATEMENT is p	
1. Return copy or recorded original acknowledgement to	<u></u>	THIS SPACE FOR USE OF FILING OFFICES Date, Time, Number & Filing Office	
Pre-paid Acct.#	(Last Name First if a Person)		12/22/2000-44602 10:42 AM CERTIFIED SHELBY COUNTY JUNGE OF PROBATE 004 CJ1 18.00
En. Traine die noutes vi Devius (IF ANT)	(Last Hanner Pirst (1 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	anna Luat u a Lataoni	4. NAME AND ADDRESS OF ASSIGNEE OF SECURED PARTY	(IF ANY) (Last Name First if a Person)
Social Security/Tax ID #			
Additional secured parties on attached UCC-E			
5. The Financing Statement Covers the Following Types (or	items) of Property:		
See attached for collatera:	1.		5A. Enter Code(s) From Back of Form That Best Describes The Collateral Covered By This Filing:
Check X if covered: Products of Collateral are also co-			
 This statement is filed without the debtor's signature to perf (check X, if so) 		Complete only when filing with the Judge The initial indebtedness secured by this file	of Probate: nancing statement is \$
 already subject to a security interest in another jurisdiction already subject to a security interest in another jurisdiction 		Mortgage tax due (15¢ per \$100.00 or frac	
to this state. which is proceeds of the original collateral described above.		 This financing statement covers timber indexed in the real estate mortgage record an interest of record, give name of record 	to be cut, crops, or fixtures and is to be cross ds (Describe real estate and if debtor does not have owner in Box 5)
perfected. acquired after a change of name, identity or corporate structures to which the filing has tapsed.	acture of debtor	Signature(s)	of Secured Party(ies) of debtor's Signature — see Box 6)
Sinda L. Robert	As Acat LIS	triedaneo omy ii med witho	or see box 6)
Signature(s) of Debtor(s)		Signature(s) of Secured Party(ies) o	r Assign ee
Signature(s) of Debtor(s) First Gulf Properties		Signature(s) of Secured Party(ies) o	r Assignee

Type Name of Individual or Business

Type Name of Individual or Business

P04

12-13-00 03: 1 RHYNO

ID=2054245010

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 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 intengible 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 i without limitation, any and all present and future debts, obligations and liabilities of Debtor to Security, whather direct, contingent, joint, several, liquidated or untiquidated, as surety or guarantor, pursuant to an 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 beyable with respect to the accounts, contract rights, chattel paper and general intangibles and give full discharge serefor, 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 classes arising thereunder or in connect therewith; sell, assign, pledge or make any other agreendant with respect mereto; and exercise all other rights and remedies that Debtor would have with respect thereto but for this Security Crosmant

btor shall maintain the Collateral in good condition and repair and not permit its value to be impaired; 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, limense 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.

nless 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 Darty. 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 a insurance on the Collateral.

Sebic: 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 a 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. 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, identify, or corporate stature. 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 lo 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 65.1.1114-

FROM:414 535 6883

P05

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-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 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 regation brought either adainst or by Secured Party in connection with the obligations. In the even: Secured Party takes possession of the Collateral, Secured Party in connection with the obligations. In the even: Secured Party takes possession of the Collateral 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 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 behalf of and in the name of Debtor which evidence Secured Party's security Intent in the College of the Coll

DEBTOR HEREBY AGREES TO THE EXCLUSIVE VENUE AND JURISDICTION OF ANY COURT IN DEBTOR HEREBY AGREES TO THE EXCLUSIVE VENUE AND JURISDICTION OF ANY COUNTERCLAIMS OR 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 OF THE BEROUGHT IN DENOMINATED, OF THE DEBTOR, AT THE SOLE DISCRETION OF THE SECURED PARTY BE BROUGHT IN 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 LITERATION BROUGHT IN CONNECTION OR ACCORDANCE HEREW TH.

ACCORDANCE HEREWITH.

DEBTOR AND SECURED FURTY HEREBY JOINTLY AND SEVERALLY WAIVE ANY AND ALL RIGHT
TO TRIAL BY JURY IN ANY AUTION ON PROCEEDING RELATING TO THIS AGREEMENT, ANY
COLLATERAL, DR ANY LOCUMENT DELIVERED HERE DR OK DECOMPANION HEREWITH, OR ANY
TRANSACTION ARISING FROM OR CONNECTED TO AND A THE FOREGOING. MEBTOR AND SECURED
TRANSACTION ARISING FROM OR CONNECTED TO AND A THE FOREGOING. MEBTOR AND SECURED
PARTY REPRESENT THAT HIS WAIVER IS KNOWNIGLY, WILLINGLY AND VOLUME ANY AND A 200 C

Debtor: (1) Odessa Mines, i.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 Meone \$58418-22-9770

X Pres. and Partner.

Title: Terry M. Habshey President, Partner.

Signed this 14 day of ______ 200

Debtor.

Individually and Guarantor

Title:

By:

Terry M. Habshey Individual, Guarantor.

Debtor's

177 Elvira Road

Address

Helena, Alabama 35080

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

By.

WUST BE SIGNED!

Title:

Collections Department

Page (2060)

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_____SFP 1 3 255 BETWEEN THE PURCHASER AND THE SELLER IDENTIFIED BELOW.

Additional Equipment:

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
	56445-10	\$0.00
Lima 2400 Dragline	000004	\$0.00
Rhyno RD 1000 Dozer	000003	\$0.00
Rhyno RD 1000 Dozer	000005	\$0.00
Rhyno RD 1000 Dozer Rhyno RL80 Wheel Loader	V0000005	\$0.00
Rhyno RT43 Rock Trucks	N16906	\$0,00
Rhyno RT+3 Rock Trucks	V15907	\$0.00
Rhyno RL25 Whee: Loader	ARL112575	\$0.00
Rhyno RD:000 Doz:r	004-1099-10D	\$0.00
, -p	005-1099-10D	\$0.00
Rhyno RD1000 Dozer	C01-1099-09D	50.00
Rhyno RD900 Dozer Rhyno RT46 Rock Truck	004-1099-46T	\$0.00
	003-1099-46T	\$0.00
Rhyno RT46 Rock Truck Rhyno RT25 Rock Truck	002-1099-25T	\$0.00
Rhyno RT25 Rock Truck	003-109 9-25 T	\$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	3PF.725	\$0.00
CAL IIIO NOCK HOCK	Total	\$ 50.00

12/22/2005-44602 10:42 AM CERTIFIED SHELBY COUNTY JUDGE OF PROBATE

004 CJi i8.00

Odessa Mines, Inc.

Print Purchaser Name

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<u>~ 1 3 1995</u> Date

sust.

Tipe (If Applicable)