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

Importan	nt: Read Instructions o	on Back Before Filling ou	ANOKA, MN. 35303
65811			(61 2) 421-1 713
☐ 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	
Return copy or recorded original acknowledgement	t to:	THIS SPACE FOR USE OF FILING OFFICE Date, Time, Number & Filing Office	
			_ =
			Ç ÇH ₩
			4 4 H & B
Pre-paid Acct. # 2. Name and Address of Debtor	(Last Name First if a Person)		
First Gulf Properties	(Last Hame / Hot II d I diddil		
2160 Highway 89			
Montevalo, AL 35115			# Q Q M M M M
			2. 点記器
Social Security / Tay IO #			H 7
Social Security/Tax ID #	(Last Name First if a Person)	-	
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 ASSIGNEE OF SECURED PARTY	(IF ANY) (Last Name First if a Person)
Case Credit Corp.			
P.O. Box 292 Racine, WI 53401			
NGCINE, WI 33401			
Social Security/Tax ID #		_	
Additional secured parties on attached UCC-E The Financing Statement Covers the Following Types	(or items) of Property:		
See attached for collater	al.		
			5A. Enter Code(s) From Back of Form That
			Best Describes The Collateral Covered By This Filling:
			
Check X if covered: Products of Collateral are also			
This statement is filed without the debtor's signature to perfect a security interest in collateral (check X, if so) already subject to a security interest in another jurisdiction when it was brought into this state. already subject to a security interest in another jurisdiction when debtor's location changed to this state.		7. Complete only when filing with the Judge The initial indebtedness secured by this fi	of Probate: nancing statement is \$
		Mortgage tax due (15¢ per \$100.00 or fraction thereof) \$	
to this state. Which is proceeds of the original collateral described above in which a security interest is		6. L. This financing statement covers timber indexed in the real estate mortgage record an interest of record, give name of record	r 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 structure of debtor as to which the filing has lapsed.		Signature(s) of Secured Party(ies) (Required only if filed without debtor's Signature — see Box 6)	
- 1 = 1/CF) 1	1 1	(mequired only it filled witho	or depror a Piduarnie — see Rox (2)

Signature(s) of Debtor(s)
First Gulf Properties

Type Name of Individual or Business

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

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

P84

F BHANO 12-13-60 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 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 fedures, and all equipment, including but not limited to, furniture, maininery,

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.

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 anywriting. 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 regerved 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 tereto; and exercise all other rights and remedies that Debtor would have with respect thereto but for this

btor shall maintain the Collateral in good condition and repair and not permit its value to be idepaired; Security orvenient keep il tom all liens, encumbrances and security interests (other than as parmitted by Secured Party defend it agains and legal proceedings by persons other than Secured Party; pay and discharge what due all taxes, lightness 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.

pless 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 party. 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 semie claims

under and insurance on the Collateral. edici 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 eferts 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 where the Collate will be kept, if different from that appearing below Debtor's signature, is as follows: Montey No 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-

P05

12-13-60 63:22 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 termstand 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, one remedies of a secured party water 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 therefrom. Debtor will be responsible for ALL of Secured Party's attorney's fees and costs in connection ALL gration brought either against or by Secured Party in connection with the obligations. In the even: 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 termal 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 behalf of and in the name of Dabtor which evidence Secured Party's security Intent in the Collateral.

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 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 ill liteation brought in connection of ACCORDANCE HEREW'TH.

DEBTOR AND SECURED FARTY HEREBY JOINTLY AND SEVERALLY WAIVE ANY AND ALL RIGHT to trial by Jury in any action on proceeding relating to this agreement. Any COLLATERAL, OR ANY LYCUMEN' DELIVERED HERE DRIVER OR IN CONNECTION HEREWITH. OR ANY Transaction arising from or connectiff to and the foregoing, webtor and secured PARTY REPRESENT THAT INS WAIVER IS KNOWINGLY, WILLINGLY AND VOLUTIABILY GIVEN.

Signed this 14 ay of Dec 2000 Odessa Mines, .v.c. Debtor: (1) Rhyno USA, Inc. OXY Tire, Inc. Hebshey Equipment Co, Inc. Seminole Contracting Co, Inc. First Gulf Properties Habshey Terry Maone SSM Pres. and Partner By: Terry M. Habshoy President, Partner. Title: Signed this 14 day of _____ 200 at Debtor: Individually and Guarantor By: /Terry M. Habshay Individual, Guarantor. Title: 177 Elvira Road

Secured Party: Case Credit Corpospy Attn: Soris Collections 233 Lake Avenue Racine. WI 53403

LIVUST BE SIGNED! By:

Collections Department Title:

Helena, Alabama 35080

Debtor's

Address

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 SEP BETWEEN THE PURCHASER AND THE SELLER IDENTIFIED BELOW.

Additional Equipment:

ar Equipment.		j j
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 RT43 Rock Trucks	N16906	\$0.00
Rhyno RT-5 Rock Trucks	V15907	\$0.00
Rhyπo RL25 Whee: Loader	ARL112575	\$0.00
Rhyno RD:000 Doz:r	004-1099-10D	\$0.00
Rhyno RC1000 Dozer	005-1099-10D	\$0.00
Rhyno RD900 Dozer	C01-1099-09D	\$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 Tiered Loader	89P3631	\$0.00
Cat 777D Rock Truck	3PR723	\$0.00
Cat 777D Rock Truck	3PR724	\$ 50.00
Cat 777D Rock Truck	3PF.725	\$0.00
71- (17)	Total	\$ 50.00
1.5		

Inst # 2000-44604

12/22/2000-44604 10:42 AM CERTIFIED

SHELBY COUNTY JUDGE OF PROBATE

004 CJi

18.00

Odessa Mines, Inc.

Print Purchaser Name

John M. Haskey.

-- 1 3 19gp

Date

Tipe (If Applicable)

Purchaser Signature