

Walter E. Heller Western
INCORPORATED

JUL -8 1981 -10 25 AM

July 2, 1981

INTERSTATE COMMERCE COMMISSION

No. **1-189AC90**

Date... **JUL 8 1981**

Fee \$... **50.00**

ICC Washington, D. C.



VIA REGISTERED MAIL

Secretary
Interstate Commerce Commission
Washington, D.C. 20423

Re: Recordation of Mortgage of Railroad Cars
Pursuant To 49 U.S.C. § 11303

Dear Secretary:

We enclose an original and two certified true copies of an Inventory Loan Security Agreement to be recorded pursuant to Section 11303 of Title 49 U.S. Code. The document is a mortgage, a primary document, dated October 29, 1979.

The mortgagee is:

WALTER E. HELLER WESTERN INCORPORATED

600 South Commonwealth Avenue
Los Angeles, California 90005

The mortgagor is:

STANDARD COMMODITIES IMPORT AND EXPORT CORPORATION

6744 Eaton
Canoga Park, California 91303

A description of the equipment covered by the document follows:

All of the Mortgagor's inventory, goods, merchandise, materials, raw materials, goods in process, finished goods, packaging and shipping materials and other tangible personal property, whether now or hereafter in existence and now under hereafter acquired and held for sale or lease or furnished or to be furnished under contracts of service or consumed in Mortgagor's business, including without limitation all now owned and hereafter acquired railroad cars, locomotives and other rolling stock, and all proceeds and products of the foregoing.

RECEIVED
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FEE OPERATION BR.
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Secretary
Interstate Commerce Commission
July 2, 1981
Page 2



Included in the property covered by the afore-
said mortgage are all railroad cars, locomotives and other
rolling stock used or intended for use in connection with
interstate commerce, or interests therein, owned by Standard
Commodities Import and Export Corporation at the date of
said mortgage and any property thereafter acquired by it or
by its successors in interest.

A fee of \$50 is enclosed.

Please return the original and any extra copies not
needed by the Commission for recordation to:

MR. SIDNEY C. LEGG
President
WALTER E. HELLER WESTERN INCORPORATED
600 South Commonwealth Avenue
Los Angeles, California 90005

A short summary of the document to appear in the index
follows:

Primary Document

This is a mortgage between Walter E. Heller Western
Incorporated, 600 South Commonwealth Avenue, Los Angeles,
California 90005, Mortgagee, and Standard Commodities Import
and Export Corporation, 6744 Eaton, Canoga Park, California
91303, Mortgagor, dated October 29, 1979 and covering all
of the Mortgagor's inventory, goods, merchandise, materials,
raw materials, goods in process, finished goods, packaging
and shipping materials and other tangible personal property,
whether now or hereafter in existence and now under hereafter
acquired and held for sale or lease or furnished or to be
furnished under contracts of service or consumed in Mortgagor's
business, including without limitation all now owned and here-
after acquired railroad cars, locomotives and other rolling
stock, and all proceeds and products of the foregoing.

I am an executive officer of Walter E. Heller Western
Incorporated and have personal knowledge of the matters set
forth in this letter.

Very truly yours,

WALTER E. HELLER WESTERN INCORPORATED

By Mr. Sidney C. Legg, President

Interstate Commerce Commission
Washington, D.C. 20423

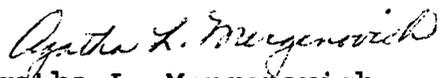
OFFICE OF THE SECRETARY

Sidney C. Legg, President
Walter E. Heller Western Inc.
600 South Commonwealth Ave.
Los Angeles, California 90005

Dear Sir:

The enclosed document(s) was recorded pursuant to the provisions of Section 11303 of the Interstate Commerce Act, 49 U.S.C. 11303, on 7/8/81 at 10:35AM, and assigned re-
recording number(s). 13177

Sincerely yours,


Agatha L. Mergenovich
Secretary

Enclosure(s)

RECORDATION NO. 13177
JUL - 8 1981 10 55 AM
INTERSTATE COMMERCE COMMISSION

INVENTORY LOAN SECURITY AGREEMENT

October 28, 1970
(date)

1. LIEN AND SECURITY INTEREST

STANDARD COMMODITIES IMPORT & EXPORT CORP.

whose chief place of business is located at 21043 Kittridge Street
Canoga Park Los Angeles California 91304
City County State

hereinafter called "Borrower," for valuable consideration, receipt whereof is hereby acknowledged, hereby grants to WALTER E. HELLER & COMPANY OF CALIFORNIA, hereinafter called "Heller," a continuing general lien and security interest in all of its inventory, goods, merchandise, materials, raw materials, goods in process, finished goods, packaging and shipping materials and other tangible personal property whether now or hereafter in existence and now owned or hereafter acquired and held for sale or lease or furnished or to be furnished under contracts of service or consumed in Borrower's business (hereinafter collectively called "Inventory"), whether or not such inventory be in the constructive or actual possession or custody of borrower, Heller, or of any third person, and in all accounts receivable, contract rights, instruments, documents and chattel paper arising from the sale of Inventory, and all proceeds, products and collections of and in all books and records of Borrower pertaining to all the foregoing. Without limitation, the term Inventory includes

truck springs, wheel rims and all other items indigenous to the business whether now owned or hereafter acquired, together with any and all proceeds resulting from the sale or other disposition thereof.

The continuing general lien and security interest granted hereby is to secure payment and performance of the liabilities and obligations of Borrower to Heller hereunder and also any and all other liabilities and obligations of Borrower to Heller of every kind and description, direct or indirect, absolute or contingent, due or to become due, and whether now existing or hereafter arising, regardless of how they arise or by what agreement or instrument, including obligations to perform acts and refrain from taking action as well as obligations to pay money (all hereinafter called "Obligations").

2. WARRANTIES

Borrower hereby represents and warrants to Heller, and covenants, as follows:

- a. All books, records and documents relating to Inventory are and will be genuine and in all respects what they purport to be.
- b. All of the Inventory now owned or hereafter acquired by Borrower is and will be of good and merchantable quality and free from defects and Borrower is and will be the owner of such Inventory free from any lien, security interest or encumbrance, except in favor of Heller; that none of the Inventory is or will be stored with a bailee (hereinafter called "Warehouseman") without the written consent of Heller, and, in such event, Borrower will immediately cause Warehouseman to issue and deliver to Heller, should Heller so require, warehouse receipts or other documents in Heller's name and in form acceptable to Heller, evidencing the storage of such Inventory; that Borrower warrants and will defend the Inventory against all claims and demands of any persons at any time; and that Borrower has good, legal and absolute right and power to pledge and grant liens and security interests in the same to Heller.
- c. That it keeps and will continue to keep all its books and records concerning Inventory, contracts relating thereto and proceeds thereof and all of its other books and records at its chief place of business, unless written notice to the contrary is given by Borrower to Heller.
- d. All Inventory presently owned and which will be hereafter acquired by Borrower is and will be kept only at the following locations:

21043 Kittridge Street, Canoga Park, California 91304

unless Heller shall otherwise consent in writing.

- e. All information furnished to Heller concerning Inventory, contracts relating thereto and proceeds thereof, its financial condition or otherwise, is and will be complete, accurate and correct in all material respects at the time the same is furnished.
- f. All covenants, representations and warranties contained in this Agreement shall be true and correct at the time of the execution of this Agreement and at the time each loan or advance is made by Heller hereunder and shall be deemed continuing.

3. LOANS

- a. Heller agrees, during the continuance of this Agreement, to make loans and advances to Borrower, payable on demand, of up to the following percentages of value of the following categories of Borrower's Inventory:

For the purposes hereof, "value" shall mean cost or market price, whichever is lower.

The aggregate amount of Borrower's indebtedness and obligations to Heller incurred pursuant to this Agreement, from time to time, shall be referred to hereinafter as "Borrower's Inventory Loan Balance." Borrower's Inventory Loan Balance shall at no time exceed the aggregate amount of the percentages of value of Borrower's Inventory set forth in Paragraph 3.a., unless Heller shall elect to make advances in excess of said amount. Only Inventory acceptable to Heller and subject to Heller's perfected lien or security interest shall be considered in determining compliance herewith. If at any time Heller shall be of the opinion that Borrower's Inventory Loan Balance exceeds the aggregate of the aforesaid percentages of value, that the Inventory is not of the value represented by Borrower or that Heller is not adequately secured, Borrower will, promptly upon demand, repay to Heller such amount of Borrower's Inventory Loan Balance as will, in Heller's sole judgment, place Heller in an adequately secured position.

- b. To evidence such loans, Borrower, at Heller's request, shall execute and deliver to Heller promissory notes payable to Heller on demand, which said notes shall be in the amount of any portion or portions of Borrower's Inventory Loan Balance as at the time of Heller's request, up to the full extent thereof, evidencing Borrower's Obligations. Said notes shall provide for the payment to Heller of interest at the rate provided for in Paragraph 3.c. and shall be upon forms acceptable to Heller. The execution and delivery of such notes shall not constitute payment, satisfaction or release of any Obligation; and Heller's lien and security interest shall not be limited in any way thereby or by Heller's failure to request such notes.
- c. Until all Obligations of Borrower to Heller are fully paid, Borrower will pay, monthly, as interest, 15%... percent per annum... computed on the daily Borrower's Inventory Loan Balance, from the date accrued until the date paid. The amount of such interest shall be computed as a charge against Borrower as of the close of business on the last day of each calendar month.
- d. Heller shall give Borrower, each month, an extract or a statement of Borrower's account, prepared from Heller's records, which will conclusively be deemed correct and accepted by Borrower, unless Borrower gives Heller a written statement of exceptions within thirty (30) days after receipt of such extract or statement.
- e. Borrower's Inventory Loan Balance shall be charged with all damages sustained by Heller by reason of any misrepresentation, breach of warranty or breach of covenant of Borrower herein, expressed or implied, whether caused by the acts or defaults of Borrower or others; and also all attorneys' fees, court costs, collection expenses, accountants' fees, traveling expenses, disbursements, and all other expenses which may be incurred by Heller in enforcing its lien and security interest in any Inventory, contracts relating thereto or proceeds thereof or of Borrower's Inventory Loan Balance, whether against Borrower, Borrower's guarantors, a receiver or trustee in bankruptcy, or others; or in supervising the records and proper management and disposition of the Inventory and all accounts receivable, contract rights, instruments, documents and chattel paper arising from the sale of Inventory, and all proceeds, products and collections of all of the foregoing; or in prosecuting or defending any proceeding arising from the efforts of Heller to recover any money or other thing of value or otherwise to enforce or protect any of Heller's rights under this Agreement. In case of any failure of Borrower to keep the Inventory and the proceeds thereof free from all liens, charges, encumbrances, security interests and adverse claims, or if Heller shall deem it otherwise necessary or desirable, then Heller may, but need not, pay, contest or settle the same, or any judgment based thereon, or otherwise take any action to terminate, discharge or prevent the same, and charge Borrower's Inventory Loan Balance for any and all sums paid or advanced by Heller for any such purposes.

4. REPORTS; INSPECTION OF RECORDS; FURTHER ASSURANCE

Borrower represents and agrees:

- a. At all times, to allow Heller, by or through any of its officers, agents, employees, attorneys and accountants, to possess, remove to the premises of Heller or any agent of Heller for so long as Heller may desire, to make full use in aid of Heller's rights under this Agreement, and to examine, audit and make extracts and copies from Borrower's books and all other records, and, for said purposes, or to aid Heller in the enforcement of any of its rights under this Agreement, to enter, to remain upon and, without cost to Heller, to use the premises of Borrower or wherever such books and records may be found, as often and for as long as Heller may desire.
- b. To report, in form satisfactory to Heller, such information as Heller may request regarding Inventory; such reports shall be for such periods, shall reflect Borrower's records as at such times and shall be rendered with such frequency as Heller may designate.
- c. To notify Heller, immediately, of any event causing loss or depreciation in the value of Inventory and the amount of such loss or depreciation.
- d. To execute and deliver to Heller all instruments, documents and evidences deemed by Heller to be necessary or desirable to perfect the lien and security interest granted to Heller hereby in accordance with any applicable law, or otherwise, and to carry out the intent and purpose of this Agreement. Wherever any Inventory is located upon leased premises, Borrower shall, at Heller's request, cause the owner and lessor of such premises to execute and deliver to Heller consents and subordinations of lien in form acceptable to Heller.

5. INSURANCE; RECORDS; INSPECTION

- a. Borrower agrees that, as to any insurance it now or hereafter may maintain covering risks of damage to or loss or destruction of its books and records, each such policy of insurance shall contain a loss payable clause in form satisfactory to Heller naming Heller as payee and providing that all proceeds payable thereunder shall be payable, in any event, to Heller, unless written consent to the contrary is obtained from Heller. Borrower, at all times, shall have and maintain insurance with respect to all Inventory, to the fullest extent of the insurable value thereof, against risks of fire, theft, sprinklers and such other risks as Heller may require, in such form, for such periods and written by such insurers as may be satisfactory to Heller, such insurance to bear endorsements, in form acceptable to Heller, designating Heller as loss payee. Borrower shall deliver to Heller promptly as rendered true copies of all monthly reports made to insurance companies under any reporting forms of insurance policies. Originals of all such policies shall be delivered to and held by Heller for so long as any of the Obligations are unpaid or unperformed. Heller may act as agent for Borrower in making, adjusting, settling, instituting suit upon and prosecuting claims regarding, obtaining and cancelling such insurance and in endorsing and collecting any drafts and other forms of payment. Except as to business record insurance, should Borrower fail to maintain such insurance, Heller may, but need not, obtain the same and charge the cost thereof to Borrower's Inventory Loan Balance. The proceeds of any such insurance shall be applied in reduction of Borrower's Inventory Loan Balance.
- b. Borrower shall keep correct current stock, cost and sales records of its Inventory, accurately and sufficiently itemizing and describing the kinds, type and quantities of Inventory and the cost and selling prices thereof, all of which records shall be continuously available to Heller for inspection; and Heller shall at all reasonable times have access to and the right to inspect and draw off data from any of Borrower's other books and records for the purpose of checking and verifying all such statements, stock, cost and sales records.
- c. Borrower shall at all reasonable times and from time to time allow Heller, by or through any of its officers, agents, attorneys or accountants, to examine or inspect the Inventory wherever located and, for such purposes, to enter upon Borrower's premises or wherever any of the Inventory may be found.

6. BORROWER'S USE OF INVENTORY

Until default, Borrower may use the Inventory in any lawful manner not inconsistent with this Agreement or with the terms or conditions of any policy of insurance thereon, may use and consume any raw materials or supplies, the use and consumption of which is necessary in order to carry on Borrower's business, and may also sell the Inventory in the ordinary course of business, but Borrower shall make no sale which would cause Borrower's Inventory Loan Balance to exceed the percentages of value of Borrower's Inventory subject to Heller's lien and security interest as specified in Paragraph 3 (a). A sale in the ordinary course of business does not include a transfer in partial or total satisfaction of a debt owing by Borrower to someone other than Heller.

7. FINANCING STATEMENTS AND NOTICES OF FACTOR'S LIEN

- a. At the request of Heller, Borrower will join with Heller in executing one or more Financing Statements, Notices of Factor's Lien or such other notices as Heller may require, in form satisfactory to Heller.

- b. Without the written consent of Heller, Borrower will not allow any Financing Statement or Notice Of Factor's Lien covering any Inventory or any accounts receivable, accounts, contract rights, instruments, documents and chattel paper arising from the sale of Inventory or any proceeds, products or collections of any of the foregoing to be on file in any public office, except in Heller's favor.

8. EVENTS OF DEFAULT; ACCELERATION

All Obligations shall, notwithstanding any time or credit allowed by any instrument evidencing a liability, become immediately due and payable without notice or demand upon the occurrence of any of the following events of default;

- a. Borrower shall fail to pay or to perform any Obligation promptly when due; or shall fail to keep or observe any warranty or covenant of Borrower contained in this or any other Agreement, whether now or hereafter existing, between Borrower and Heller;
- b. Any representation or statement made or furnished to Heller by or in behalf of Borrower shall have been false in any material respect when made or furnished;
- c. Any default in any other agreement, whether now or hereafter existing, between Borrower and Heller;
- d. There shall occur any loss, theft, damage, destruction, sale or encumbrance to or of any of the Inventory, or any levy, seizure or attachment thereof or thereon shall be made;
- e. Heller shall determine, at any time or times hereafter, that it is insecure with respect to the performance by Borrower of all or any part of the Obligations;
- f. Borrower recognizes that, in the event it violates any of the warranties, covenants, terms and conditions of this Agreement, no remedy at law will provide adequate relief to Heller and Borrower hereby agrees that Heller shall be entitled to temporary and permanent injunctive relief in case of any such breach without the necessity of proving actual damages.

9. RIGHTS AND REMEDIES

Upon the occurrence of any such event of default, and at any times thereafter, Heller shall have the right:

- a. To take possession of Inventory without judicial process and to enter any premises without hindrance and without the consent of Borrower where any Inventory may be located, for the purpose of taking possession of the Inventory; however, should Heller seek to take possession of any or all of the Inventory by court process, Borrower hereby irrevocably waives any bonds and any surety or security relating thereto required by any statute, court rule or otherwise as an incident to such possession, and waives any demand for possession prior to the commencement of any suit or action to recover possession thereof and waives the right to trial by jury with respect thereto and in any other action in which Heller is a party.
- b. To sell or to otherwise dispose of all or any Inventory in its then condition, or after any further manufacturing or processing thereof, at public or private sale or sales, with or without notice, demand or advertisement, in lots or in bulk, for cash or on credit, all as Heller in its sole discretion may deem advisable; such sales may be adjourned from time to time with or without notice. If any Inventory is in process or otherwise unfinished, Heller may, but need not, complete the manufacturing or processing thereof, utilizing without charge Borrower's plant, machinery, equipment and processes, and any expenses incurred in connection therewith shall be charged to Borrower's Inventory Loan Balance. Heller shall have the right to conduct such sales on Borrower's premises or elsewhere and shall have the right to use Borrower's premises without charge for such sales for such time or times as Heller may see fit. Heller is hereby granted a lien and security interest in and the right to use, without charge, Borrower's labels, patents, copyrights, music rights, rights of use of any name, trade secrets, trade names, trade marks and advertising matter, or any property of a similar nature, in completing the manufacturing, advertising for sale and selling any Inventory, and Borrower's rights under all licenses and all franchise agreements shall inure to Heller's benefit. Heller reserves the right to purchase any Inventory at any such sale. The proceeds realized from the sale of any Inventory shall be applied first to the costs, expenses and reasonable attorneys' fees incurred by Heller for collection and for acquisition, completion, protection, removal, storage, sale and delivery of Borrower's Inventory, second to the principal of Borrower's Obligations and third to interest due upon any of Borrower's Obligations. The surplus, if any, shall be paid to Borrower; or, if any deficiency shall arise, Borrower shall remain liable to Heller therefor.
- c. Heller shall not be liable or responsible in any way for the safeguarding of any of said Inventory, for any loss or damage thereto, for any diminution in the value thereof, or for any act or default of any carrier, warehouseman, forwarding agency or other person whomsoever, but the same shall be at all times at Borrower's risk.
- d. Heller shall have whatever further rights and remedies as may be provided by any applicable law and all rights, powers and remedies provided under this Agreement and in any other instrument or agreement between Heller and Borrower are cumulative and none is exclusive.
- e. The failure or delay of Heller to exercise any right, power, or remedy shall not operate as a waiver thereof, but all rights, powers and remedies shall continue in full force and effect until all of Borrower's Obligations are fully paid and performed.

same, or any judgment based thereon, or otherwise take any action to terminate, discharge or prevent the same, and charge Borrower's Inventory Loan Balance for any and all sums paid or advanced by Heller for any such purposes.

10. ONE GENERAL OBLIGATION; CROSS COLLATERAL

All loans and advances by Heller to Borrower under this Agreement and under all other agreements constitute one loan, and all indebtedness and obligations of Borrower to Heller under this and under all other agreements, present and future, constitute one general Obligation secured by collateral and security held and to be held by Heller hereunder and by virtue of all other agreements between Borrower and Heller now and hereafter existing. It is distinctly understood and agreed that all of the rights of Heller contained in this Agreement shall likewise apply insofar as applicable to any modification of or supplement to this Agreement and to any other agreements, present and future, between Heller and Borrower.

11. APPLICATION OF PAYMENTS

All payments made by or in behalf of and all credits due to Borrower may be applied and reapplied in whole or in part to any of Borrower's Obligations to the extent and in the manner that Heller may see fit.

12. TERMINATION

This Agreement, on acceptance by Heller, shall continue in effect for one year(s) from the date hereof and from year to year thereafter unless terminated as to future transactions by the giving of notice by registered mail by either party to the other, not less than thirty (30) days prior to any anniversary hereof. Borrower, at such termination date, shall make payment in full of all indebtedness and obligations due hereunder, whether evidenced by installment notes or otherwise, and whether or not all or any part of such indebtedness and obligations are otherwise then due and payable by Borrower to Heller. Heller may terminate upon immediate notice at any time in the event Borrower commits any act of default enumerated in Paragraph 8. hereof. No termination of this Agreement shall in any way affect or impair any right of Heller arising prior thereto or by reason thereof, nor shall any such termination relieve Borrower or any of the guarantors of any Obligation to Heller until all of the Obligations are fully paid and performed, nor shall any such termination affect any right or remedy of Heller arising from any Obligation, and all agreements, warrantics and representations of Borrower shall survive termination.

13. BENEFITS OF THIS AGREEMENT

This Security Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, successors, representatives and assigns.

14. GOVERNING LAW; SUBMISSION TO JURISDICTION

The validity, interpretation and effect of this Security Agreement shall be governed by the laws of the State of California. Borrower hereby consents to the jurisdiction of all courts in said State and hereby appoints _____ whose address is _____, as Borrower's agent for service of process in said State.

15. SEPARABILITY

In the event that any provision hereof be deemed to be invalid by reason of the operation of any law or by reason of the interpretation placed thereon by any court, this Agreement shall be construed as not containing such provision, the invalidity of such provision shall not affect the validity of any other provision hereof and all other provisions hereof which are otherwise lawful and valid shall remain in full force and effect.

16. NOTICES AND PAYMENTS

Any notice required hereunder or by reason of the application of any law shall be deemed to have been given by either party hereto when the same shall have been deposited in the United States mail, postage prepaid, at least five (5) calendar days prior to the action proposed thereby (except that notice of termination shall be given in the manner set forth in Paragraph 12. hereof), addressed:

- a. If to Borrower, at the address of Borrower specified in Paragraph 1. hereof, or to the latest address of Borrower of which Heller shall have received notice from Borrower;
- b. If to Heller, at 210 West Seventh Street, Los Angeles, California 90014

17. WAIVERS

- a. Borrower hereby waives any and all causes of action and claims which it may ever have against Heller as a result of any possession, use, collection or sale of any assets of Borrower by Heller, and Borrower waives all rights of redemption, if any, it may have.

- b. The failure at any time or times hereafter to require strict performance by Borrower of any of the provisions, warranties, terms and conditions contained in this Agreement or any other agreement, document or instrument now or hereafter executed by Borrower and delivered to Heller, shall not waive, affect or diminish any right of Heller hereafter to demand strict compliance and performance therewith and with respect to any other provisions, warranties, terms and conditions contained in such agreements, documents and instruments. Any waiver of any default shall not waive or affect any other default, whether prior or subsequent thereto, and whether of the same or of a different type. None of the warranties, conditions, provisions and terms contained in this Agreement or any other agreement, document or instrument now or hereafter executed by Borrower and delivered to Heller shall be deemed to have been waived by any act or knowledge of Heller, its agents, officers or employees, but only by an instrument in writing, signed by an officer of Heller and directed to Borrower, specifying such waiver.
- c. Borrower waives any and all notices or demands which Borrower might be entitled to receive with respect to this Agreement by virtue of any applicable statute or law, and waives demand, protest, notice of protest, notice of default or dishonor, notice of payments and nonpayments, or of any default, release, compromise, settlement, extension, or renewal of all commercial paper, accounts, contract rights, instruments, chattel paper, guaranties, and otherwise, at any time held by Heller on which Borrower may in any way be liable, notice of nonpayment at maturity of any and all accounts, instruments or chattel paper, notice of any action taken by Heller unless expressly required by this Agreement. Borrower hereby ratifies and confirms whatever Heller may do pursuant to this Agreement and agrees that Heller shall not be liable for any acts of commission or omission or for any errors of judgment or mistakes of fact or of law.

18. EFFECTIVE DATE

This Agreement, which has been signed and delivered to Heller on the day and year first above written, shall not become effective until accepted by Heller under the signature of its duly authorized officers at its address set forth in Paragraph 16.

Standard Commodities Import &
Export Corp

Accepted at Los Angeles, California,

Borrower

this 29 day of Oct., 1970

BY: [Signature]

WALTER E. HELLER & COMPANY
OF CALIFORNIA
BY: [Signature]

TITLE: President

TITLE: President

ATTEST: [Signature]
Secretary

[Signature]
Gene Cooper

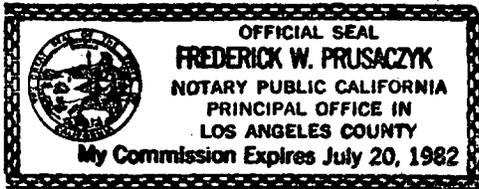
(Affix corporate seal here.)

CERTIFICATION OF DOCUMENT

AS TRUE AND CORRECT COPY

State of California)
) ss.
County of Los Angeles)

On this 2nd day of July 1981 the original Inventory Loan Security Agreement executed by Walter E. Heller Western Incorporated and Standard Commodities Import and Export Corporation, dated October 29, 1979 was produced before me. I have compared the document to which this Certificate is attached and said original Agreement, and the document to which this Certificate is attached is a true, correct and complete copy of the original in all respects, including the dates, signatures, and acknowledgments.



Frederick W. Prusaczyk

NOTARY PUBLIC IN AND FOR SAID STATE

My Commission expires July 20, 1982 .