

1988

Walter E. Heller Western Incorporated, a California corporation v. US Rock Wool Company, Inc., a utah corporation; V. Ross Ekins; S.O. Ekins :  
Unknown

Utah Supreme Court

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UTAH COURT OF APPEALS  
BRIEF

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DOCKET NO. 880071-CA

IN THE SUPREME COURT OF THE STATE OF UTAH

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WALTER E. HELLER WESTERN  
INCORPORATED, a California  
corporation,

Appellant,

v.

U.S. ROCK WOOL COMPANY, INC.,  
a Utah corporation; V. ROSS  
EKINS; S. O. EKINS,

Respondents.

88-0071-CA

APPELLANT'S REPLY BRIEF

Case No. 860322

-----oo0oo-----

Appeal From A Judgment Of The District Court  
Of Salt Lake County, State of Utah

The Honorable David B. Dee, Judge

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FILED

JAN 15 1987

Clerk, Supreme Court, Utah

IN THE SUPREME COURT OF THE STATE OF UTAH

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WALTER E. HELLER WESTERN	:	
INCORPORATED, a California	:	
corporation,	:	
	:	
Appellant,	:	APPELLANT'S REPLY BRIEF
	:	
v.	:	
	:	
U.S. ROCK WOOL COMPANY, INC.,	:	
a Utah corporation; V. ROSS	:	
EKINS; S. O. EKINS,	:	Case No. 860322
	:	
Respondents.	:	

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IN THE SUPREME COURT OF THE STATE OF UTAH

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Appellant,

**v.**

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a Utah corporation; V. ROSS  
EKINS; S. O. EKINS,

## Respondents.

APPELLANT'S REPLY BRIEF

Case No. 860322

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## SCOPE OF REPLY

This reply brief will address two issues raised by respondents, V. Ross Ekins and S. O. Ekins (collectively, the "Ekins"), in their brief:

1. Whether the district court's tortured interpretation of the Guaranty -- a guaranty under which the Ekins waived their right to complain of Heller's alleged impairment of collateral -- constitutes reversible error.

2. Whether Heller was required to appeal from the district court's finding respecting the sufficiency of

Heller's evidence of the amount due and owing by the Ekins' family corporation, U. S. Rock Wool Company, Inc. -- a company which by virtue of its filing of a bankruptcy petition was neither a party to the original trial nor a respondent in this appeal.

### ARGUMENT

#### I

#### Under The Guaranty, The Ekins Are Precluded From Asserting The Defense Of Impairment Of Collateral

In their brief, the Ekins in effect ask the court to ignore the clear terms of the Guaranty -- a guaranty which provides that Heller is not required to enforce or resort to any collateral before calling on the Ekins for payment. In support of that position, the Ekins advance at least two specious arguments.

First, the Ekins suggest that this court's decision in Continental Bank v. Utah Security Mortgage, 701 P.2d 1095 (Utah 1985), is distinguishable from the instant case. They make that assertion by arguing that the guaranty agreement in Continental Bank (supposedly unlike the Guaranty in this case) contained a provision that the liability of the guarantors was not affected by the " . . . release or surrender of any security . . . " pledged as security for the underlying debt. However, in making that argument, the

Ekins conveniently overlook the clear language of the Guaranty:

"The undersigned [the Ekins] also waive notice of any consents to the granting of indulgence or extension of time payment, the taking and releasing of security in respect of any said receivables, agreements, obligations, indebtedness or liabilities so guaranteed hereunder, or your accepting partial payments thereon or your settling, compromising or compounding any of the same in such manner and at such times as you may deem advisable, without in any way impairing or affecting our liability for the full amount thereof . . . . " (Emphasis added).

Therefore, the Guaranty in this case is absolutely indistinguishable from the guaranty in Continental Bank which was held to contain an express waiver of any defense based on impairment of collateral. The Guaranty is also indistinguishable from those construed in a like manner in the cases set forth at pages 21-27 of Heller's moving brief.

Second, the Ekins imply that the Guaranty is somehow ambiguous and that " . . . the elements of a contract of adhesion are present . . . ", requiring the court either to resolve the ambiguities against Heller or decline to enforce the Guaranty at all. (Ekins' Brief, pp. 18-19). However, the Ekins have failed to inform this court that the district court expressly declined to adopt any such finding. In an post-trial hearing on Heller's objections to the Ekins'



proposed findings of fact and conclusions of law, the court expressed its position in the following colloquy with counsel:

Mr. Tanner: Yes, Your Honor. The evidence is Mr. Hillman testified that Rock Wool needed the money, that Heller's -- he testified with respect to Heller's strength in the industry. He said Rock Wool was not the type of company that would change their forms for, and Ekins testified and Hillman both testified that Rock Wool was at that time in great need of cash. And the reason we have this superior bargaining power point is that one of the elements of interpretation, as it goes particularly to the Guaranty and the question of whether the Guaranty constitutes in some fashion a consent to the release or impairment of security, revolves around the facts and the elements of interpretation. The relative bargaining power and whether under California law there's a contract of adhesion which these -- in this case, we feel clearly it has been established by the uncontroverted testimony of at least three of the witnesses.

The Court: Yeah, but I didn't find that. How can you put it in a finding of fact? I didn't find it. You're just making another argument for why I ought to believe you. Maybe you will talk me out of it and I will disbelieve you and reverse and find against Ekins.

Why do you do that? That doesn't make any sense to me, Earl.

(Tr. 1830-31).

Moreover, the record is devoid of any finding that the Guaranty was in any way ambiguous.

Therefore, there is no legal basis supporting the district court's finding that the Ekins did not consent to Heller's alleged impairment of collateral.

## II

The District Court Made No Findings Of Fact Or Conclusions Of Law Concerning The Sufficiency Of Heller's Evidence On The Amount Due And Owed By The Ekins Under The Guaranty. Therefore, Heller Has Purposely Refrained From Challenging Finding No. 13 Since It Relates Solely To The Issue Of The Liability Of Defendant, U. S. Rock Wool Company, Which Was Neither A Party To The Original Trial Nor A Respondent In This Appeal

The Ekins contend in their brief that because Heller has not expressly challenged Finding No. 13 of the district court's findings of fact and conclusions of law (R. 1076), Heller has " . . . failed to establish an essential element of its cause and cannot, therefore, prevail on its appeal." (Ekins' Brief, p. 48). That finding is as follows:

"13. Heller has failed to establish by a preponderance of the evidence or in any other fashion the correct amount, if any, remaining due and unpaid by Rock Wool under its contracts with Heller." (Emphasis added).

Heller has intentionally refrained from seeking this court's review of that finding for a number of compelling reasons: (i) that finding relates solely to the issue of defendant, U. S. Rock Wool Company, Inc., which was neither a party to the original trial nor a respondent in this appeal; (ii) under the Guaranty, the Ekins agreed to be "directly, unconditionally and primarily" liable jointly and severally with Rock Wool. Therefore, under the Guaranty, the Ekins are independently obligated to Heller for all amounts due and owing by Rock Wool regardless of whether Rock Wool's liability has been separately established; (iii) on December 6, 1983 -- some two years prior to the trial of this matter -- Rock Wool filed a petition under Chapter 11 of the United States Bankruptcy Code. In December, 1984, that petition was converted to a Chapter 7 liquidation. Under 11 U.S.C. § 362(a), the filing of that petition operated to automatically stay any proceeding by all of Rock Wool's creditors, including Heller. Therefore, the district court adjudicated only the issue of the Ekins' liability to Heller under the Guaranty. It could not and

did not adjudicate the issue of Rock Wool's liability to Heller under the underlying loan agreement.<sup>1</sup>

The conspicuous absence of any finding relating to the sufficiency of Heller's evidence as against the Ekins makes it unnecessary for Heller to challenge any finding directed to the issue of Rock Wool's liability. As the Ekins correctly observe in their brief, " . . . Heller must prove the amount of the liability of the Ekins or Heller cannot

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<sup>1</sup> The district court's conclusion of law no. 7 (which was prepared by the Ekins' counsel) could not be clearer:

7. As to the defendant U. S. Rock Wool, which had filed a Chapter 11 proceeding in bankruptcy on December 6, 1983 and was a debtor-in-possession until December 10, 1984, at which time the proceedings were converted to a Chapter 7 proceeding and a trustee in bankruptcy appointed, said defendant and Heller treated the matter of the amount, if any, due from Rock Wool to Heller, or from Heller to Rock Wool under its counterclaim as an issue which need not be determined herein except to the extent necessary to resolve the issue of whether and to what extent the Ekins had been released from their guaranty, leaving said issue to be determined, as between themselves, in the bankruptcy proceedings. Accordingly, the issues between Rock Wool and Heller insofar as they relate to the amounts, if any, which should be awarded to one or the other, and title and right to possession of the personal property of Rock Wool, are held to be the province of the Bankruptcy Court, and not precluded by the judgment herein." (Emphasis added).

have been entitled to either a money judgment against the Ekins, or a judgment of foreclosure." (Ekins' Brief, p. 48) (Emphasis added). Heller agrees and submits that the Ekins' failure to ensure the preparation of a finding relating to the issue of their liability under the Guaranty requires this court to reject their contention that Heller has failed to establish an essential element of its cause.

In the implausible event this court determines that finding no. 13 is to be interpreted as an adjudication of the issue of the Ekins' liability under the Guaranty (an interpretation which Heller could not have reasonably foreseen at the time it submitted its original brief), then Heller respectfully requests that this court exercise its discretion in allowing Heller to obtain review of finding no. 13. The propriety of such an exercise of discretion has been recognized in Romrell v. Zions First National Bank, 611 P.2d 392, 395 (Utah 1980). Accord, Bardeen v. Commander Oil Company, 48 Cal. App. 2d 355, 119 P.2d 967 (1941).

The record in this case is replete with evidence establishing the amount of the Ekins' liability to Heller under the Guaranty. First, on May 3, 1984, Heller filed a proof of claim with the bankruptcy court to assert and preserve its secured claim against Rock Wool in the amount of \$71,780.48 plus accrued and accruing post-petition

interest, late charges, services charges and attorneys' fees. (See, Exhibit "Z" attached hereto as App. i). The Ekins, as controlling shareholders of Rock Wool, adduced no evidence establishing that Rock Wool ever objected to Heller's proof of claim. That failure resulted in conclusive allowance of the proof of claim pursuant to 11 U.S.C. § 502(a) which provides:

"A claim or interest, proof of which is filed under § 501 of this title, is deemed allowed, unless a party in interest, including a creditor of a partner in the partnership that is a debtor in a case under Chapter 7 of this title, objects."

At trial, Heller's real estate loan supervisor, Dennis Nye, the custodian of Heller's books and records of account relating to the Rock Wool loan, testified that the amount due and owing as of November 25, 1985 was \$86,081.06 and that interest was accruing on that amount at the rate of \$37.45 per day. (See, R. 1423-1480; Exhibit "CC" attached hereto as App. ii). In preparing a handwritten ledger sheet setting forth the amount due and owing to Heller (See, Exhibit "PP" attached hereto as App. iii), Mr. Nye took as his starting figure the sum of \$71,780.48 -- the amount conclusively allowed in the bankruptcy court. That exhibit accurately reflects the accrual of attorneys' fees, interest and credits.

In addition, the accuracy of that figure is corroborated by at least three other independent sources of evidence in the record: First, Rock Wool's legal counsel stipulated that Heller's books and records of account established Rock Wool's indebtedness to Heller as of March 1, 1984 in the amount of \$73,678.75. That stipulation was embodied in a formal Order Respecting Partial Summary Judgment dated May, 1984, on file and approved by all required counsel. (See, App. iv attached hereto). At trial, Heller's counsel sought to introduce that order into evidence. The district court refused to allow it by reasoning that:

"This [an accounting exhibit offered by the Ekins] is Mr. Tanner's [the Ekins' counsel] attempt to have me reconsider that [the partial summary judgment order]. And, of course, in the course of a trial I suppose that's proper." (Tr. 1761).

No citation of authority is necessary to demonstrate the fallacy of the district court's action. It granted Heller's motion for summary judgment, was presented with a proposed form of order approved by all required counsel and simply declined to sign it or allow its introduction at trial.

Second, David Ekins' verified answer to interrogatory no. 9 of Heller's first set of interrogatories conceded that the amount due, owing and unpaid to Heller as of April 6,

1984, was the sum of "approximately \$65,000.00 to \$70,000.00" (See, Exhibit "AA", p. 12).

Third, Rock Wool's own bankruptcy schedules, filed under penalty of perjury, fixed the amount of the debt, as of December, 1983, in the amount of \$70,000.00 (See, Exhibit "Y").

Therefore, the record clearly establishes the Ekins' liability to Heller as of November 25, 1985, in the amount of \$86,081.06. To the extent the district court ruled that evidence insufficient, it committed reversible error.

#### CONCLUSION

For over three years, Heller made hundreds of loan advances to a corporation in which the Ekins held a 99.67% stock interest. The aggregate amount of those loans was in the hundreds of thousands of dollars. Those loans were made to enable the Ekins' corporation to operate its slowly but surely failing business. During that time, both the corporation and the Ekins fully and gladly accepted the benefits of those advances. Neither made absolutely any pre-litigation objection to Heller's conduct in those transactions. Yet, when asked to repay the remaining unpaid balance, the Ekins sought to extricate themselves from liability by distorting the clear language of the Guaranty



and by accusing Heller of a series of bad acts -- acts which under the Guaranty were legally irrelevant.

The district court's adoption of the Ekins' claims is devoid of legal and factual support. Its bizarre and unexpected decision that the Ekins are somehow "exempted" from liability under the Guaranty requires extensive appellate repair.

DATED this 15<sup>th</sup> day of January, 1987.

HANSEN & ANDERSON

By 15/ John T. Anderson  
John T. Anderson  
Attorneys for Appellant

CERTIFICATE OF SERVICE

I hereby certify that on the 15<sup>th</sup> day of January, 1987, four true and correct copies of the foregoing instrument were sent, postage prepaid in the United States mail, to the following:

Earl D. Tanner, Sr., Esq.  
TANNER, BOWEN & TANNER  
1020 Beneficial Life Tower  
36 South State Street  
Salt Lake City, Utah 84111

15/ John T. Anderson

## **APPENDIX**

IN THE UNITED STATES BANKRUPTCY COURT  
FOR THE DISTRICT OF UTAH

FILED

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In re

U. S. ROCK WOOL COMPANY, INC.

Debtor(s).

Bankruptcy Case No. 83-A-3213

PROOF OF CLAIM

Please print or type. Attach additional pages if needed.

1. Claimant's name and address: Walter E. Heller Western Incorporated  
333 Market Street, Suite 240  
San Francisco, California 94105

2. The debtor was on the date the bankruptcy petition was filed, and still is, indebted to this claimant in the sum of \$ 71,780.48 plus\* which includes:

\$ 71,780.48 principal (if applicable)

\$ \_\_\_\_\_ earned interest (if applicable)

\$ \_\_\_\_\_ other (explain) \_\_\_\_\_

3. The debtor owes this money because: Periodic loan advances made pursuant to an Accounts Financing Security Agreement dated 12/27/79, an Inventory Loan Security Agreement dated 12/27/79 and a Chattel Mortgage Security Agreement

4. A copy of any writing upon which this claim is based is attached. dated 12/27/79.

5. The only security interest (collateral) held for this claim is: Collateral described in the written Security Agreement identified in ¶¶ 3 and 4 above. True and correct copies of financing statements filed in the Office of the Utah Secretary of State for the purpose of perfecting this \*\*\*. (attach writing, if any)

\_\_\_\_ Unsecured \$ \_\_\_\_\_

6. The claim is x Secured\* \$ 71,780.48, plus post-petition interest, late charges, service charges and attorneys' fees.  
\_\_\_\_ Priority\*\* \$ \_\_\_\_\_

\$ 71,780.48 plus\* TOTAL AMOUNT CLAIMED

\*The claim is unsecured except to the extent that the security interest has value sufficient to satisfy it.

\*\*If priority is claimed, state basis under bankruptcy law: \_\_\_\_\_

DATED: May 3, 1981

Signature: [Signature]

Title: Attorney for Walter E. Heller Western Incorporated  
(if not signed by claimant personally)

Claim Number  
(for office use only)

[Box for Claim Number]

WARNING: Presenting a fraudulent claim in a bankruptcy case is a federal crime, bearing a penalty of a \$5,000 maximum fine and imprisonment of up to five years. 18 U.S.C. §152

\* post-petition interest, late charges, service fees and attorneys' fees.

\*\*\* claimant's security interest in the described collateral are attached

December 27, 1979 ACCOUNTS FINANCING SECURITY AGREEMENT  
LIEN AND SECURITY INTEREST

U. S. Rock Wool Co., Inc.

its chief place of business is located at \_\_\_\_\_  
Number \_\_\_\_\_ W. Senior Way  
Street \_\_\_\_\_  
Salt Lake Salt Lake Utah 84115  
City County State

hereinafter called "Borrower", for valuable consideration, receipt whereof is hereby acknowledged, hereby grants to WALTER E. HELLER INTERN INCORPORATED, hereinafter called "Heller", a continuing general lien and security interest in all accounts receivable, instruments, and paper, general intangibles and contract rights (hereinafter collectively called "Accounts", the obligors thereon being sometimes referred to as "account debtors" or "account debtors"), now or hereafter owned or acquired by Borrower, however, the same shall arise or be acquired, and all proceeds collections thereof, all guaranties and other security therefor, all right, title and interest of Borrower in the merchandise which gave rise thereto, including the right of stoppage in transit, all returned, rejected, rerouted or repossessed goods, the sale or lease of which shall have given rise to any unit or any such instruments or chattel paper (all, including the Accounts, hereinafter collectively called the "Collateral"), in the proceeds thereof in all of Borrower's books and records relating to the Collateral. The lien and security interest of Heller (or, in those states in which the Uniform Commercial Code has not become effective, the lien of Heller arising by the assignment to Heller of accounts (receivable) is to secure the payment performance of all liabilities and obligations of Borrower to Heller of every kind and description, direct, absolute or contingent, due or to become whether now existing or hereafter arising hereunder or under any other agreement, document or instrument heretofore, now or hereafter executed delivered by Borrower to Heller ~~under any agreement between Borrower and Heller~~ or by operation of law, whether or not evidenced by written agreement, document or instrument, including obligations to perform acts and refrain from taking action as well as obligations to pay money, and, without limitation, those arising under:

Inventory Loan Security Agreement of even date herewith.  
Mortgage Security Agreement of even date herewith.

hereinafter called "Obligations").

#### WARRANTIES

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

- All books, records and documents relating to the Accounts are and will be genuine and in all respects what they purport to be; the amount of the Account shown on the books and records of Borrower represented as owing or to be owing at maturity by each account debtor is and will be the correct amount actually owing or to be owing by such account debtor at maturity; each debtor liable upon the Accounts has and will have capacity to contract; Borrower has no knowledge of any fact which would impair the validity or collectibility of any of the Accounts.
- If Borrower is a corporation, it is duly organized and existing under the laws of the state of its incorporation, as set out above and is duly qualified and in good standing in every other state in which the nature of its business requires such qualification.
- The execution, delivery and performance hereof are not in contravention of law or of any indenture, agreement or undertaking to which Borrower is a party or by which it is bound and, if Borrower is a corporation, the same are within Borrower's corporate powers, have been duly authorized and are not in contravention of its charter, by-laws, or other incorporation papers.
- At the time of assignment, each account receivable represents and will represent an undisputed, bona fide sale and delivery of goods or services rendered, or both, (or in the case of a contract right, represents and will represent an undisputed, bona fide agreement) and is not and will not be subject to any setoff, contra-claim, discount or condition of any nature, except as specified in writing on or before the delivery to Heller of schedules of assignment of accounts receivable; Borrower is, or, at the time of the assignment, will be the lawful owner of each Account and has unqualified right to assign and grant liens and security interests to Heller thereon; Borrower will, with respect to each Account, deliver to Heller such papers as Heller may require, including, without limitation, the original delivery or other receipts and duplicate originals.
- Borrower keeps and will continue to keep all of its books and records concerning accounts receivable and contract rights 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.
- In addition to those shown in Paragraph 1. hereof, Borrower has places of business only at the following locations:

XXXXX 2320 Wall, Ogden, Utah 84401

- All information furnished by Borrower to Heller concerning Collateral and proceeds thereof, its financial condition or other matters and will be complete, accurate and correct in all material respects at the time the same is furnished.
- Borrower has fully complied and will fully comply hereafter with the requirements of all applicable laws, federal, state and local, and all reserves provided upon Borrower's books and records are now and will be maintained hereafter in sufficient amounts to satisfy all liabilities which have accrued or may hereafter accrue.
- The Collateral and all goods giving rise thereto are and, for so long as any of Borrower's Obligations remain unpaid, will be free of any liens, charges, security interests, encumbrances and adverse claims, except for the benefit of Heller.
- All covenants, representations and warranties contained in this Agreement shall be true and correct at the time of the execution of this Agreement and shall be deemed continuing.

#### LOANS

- Heller agrees, during the continuance of this Agreement, to make loans and advances to Borrower, payable on demand, against the Accounts which Heller in its sole discretion considers eligible for borrowing, as follows: up to 65 % of the face value of each Account shall be paid upon the acceptance thereof by Heller; the remainder, being not less than 35 % of said face value, shall be held by Heller as a reserve to secure the collection and payment of such Accounts and to secure the payment and performance of all Obligations. In the absence of any default in the Obligations, to refund the amounts held as such reserve to Borrower to the extent that the Accounts, in respect of which such amounts are held, have been collected. 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 Receivable Loan Balance".

65  
Borrower's Receivables Loan Balance shall at any time exceed 65 % of the aggregate face value of said accepted Accounts, Heller may, but need not, require Borrower, upon demand, to pay such excess to Heller or may require Borrower to immediately deliver such additional security to Heller as may be satisfactory to Heller.

To evidence such loans, Borrower shall, at Heller's request, 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 Receivables Loan Balance as at the time of Heller's request, up to the full amount thereof. Said notes shall provide for the payment to Heller of interest at the rate provided in Paragraph 3. (d) 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.

Checks received by Heller shall not constitute payment, but credit therefor, when earned, shall, solely for the purpose of computing interest earned by Heller, be given as of the third calendar day after receipt, to allow for clearance. Prime

Until all Obligations of Borrower to Heller are fully paid, Borrower will pay, monthly, as interest, X 6-3/4 percent per annum computed on the daily Borrower's Receivables Loan Balance, from the date accrued until the date paid.

Borrower agrees to pay interest in an amount not less than \$ 1,000.00 per annum (year), irrespective of the amount of the daily Borrower's Receivables Loan Balance.

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.

#### RETURNED GOODS: INSTRUMENTS

Borrower will physically segregate all rejected, rerouted, repossessed or returned goods sold or delivered in respect of any Account, will immediately notify Heller thereof, will receive such merchandise in trust for Heller and will hold the same for such disposition as Heller may direct, or, at Heller's option, will promptly refund all advances, loans and extensions made on such Accounts, and will post written notice that they are subject to Heller's lien and security interest.

Borrower will deliver to Heller, endorsed to Heller, all instruments, chattel paper, guarantees or other documents immediately when received by Borrower as evidence or in payment of, or as security for, any of the Accounts, and will immediately transfer to Heller all security received for any of the Accounts.

#### REPORTS; INSPECTION OF RECORDS; FURTHER ASSURANCE

Borrower represents and agrees:

1. 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 thereof 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 the same may be found as often and for as long as Heller may desire.

2. To furnish Heller an aged accounts receivable trial balance in such form and as often as Heller requires.

3. To furnish to Heller, promptly upon request, Borrower's monthly statements of account with its comment. Borrower agrees that Heller may from time to time verify the validity, amount and any other matters relating to the Accounts by means of mail, telephone or otherwise, in the name of Borrower, Heller or such other name as Heller may choose.

4. To do all things required by Heller in its sole judgment, in order more completely to vest in and assure to Heller its rights hereunder. The Accounts shall be assigned to Heller by written or printed instruments (hereinafter called "Schedules") in form acceptable to Heller, executed in such quantities as Heller may require, but the lien and security interest of Heller hereunder shall not be limited in any way to or by the inclusion of Accounts within such Schedules and to the extent the terms and provisions hereof shall conflict with said Schedules this Agreement shall be controlling; in the event the Uniform Commercial Code applies to any of the Accounts, Borrower need not furnish Schedules relating thereto unless Heller shall so request; but Borrower's failure to execute and deliver such Schedules shall not limit the security interest granted to Heller hereunder.

5. To furnish to Heller within sixty (60) days from the end of its fiscal year, financial statements (including balance sheet, profit and loss figures and accountant's comments) for that year and, at Heller's request, will furnish to Heller financial statements for each month by the fifteenth day of the following month. All such annual financial statements shall be prepared by certified public accountants acceptable to Heller.

6. Borrower will promptly notify Heller in writing of any change of its officers, directors and key employees, change of location of its principal offices, change of location of any of its assets (except the shipment, temporary storage or use in its manufacturing processes or inventory in the ordinary and normal course of Borrower's business), change of Borrower's name, death of any co-partner (if Borrower is a partnership), any sale or purchase out of the regular course of Borrower's business and any other material change in the business or financial affairs of Borrower.

#### NOTICE OF ASSIGNMENT; COLLECTION; EXPENSES

1. Borrower agrees that it will, upon the request of Heller and in such form and at such times as Heller shall request, give notice of the assignment of or the granting of a security interest in all or any of the Accounts to the account debtors and that Heller may itself give such notice at any time and from time to time in Heller's or Borrower's name, without notice to Borrower, requiring such account debtors to pay the account directly to Heller.

2. Borrower irrevocably appoints Heller its true and lawful attorney, with power of substitution, in the name of Borrower or in the name of Heller or otherwise, for the use and benefit of Heller, but at the cost and expense of Borrower, without notice to Borrower, to execute in its representative or successor, to repair, alter or supply goods, if any, necessary to fulfill in whole or in part the purchase order or account debtor from which any Collateral has arisen; to demand, collect, receipt for and give renewals, extensions, discharges and releases of any Collateral; to institute and to prosecute legal and equitable proceedings to realize upon the Collateral; to seize, compromise, sell and or adjust claims in respect of any Collateral or any legal proceedings brought in respect thereof; and generally to sell in whole or in part for cash, credit or property to others or to itself at any public or private sale, assign, make any agreement with respect to or otherwise deal with any of the Collateral as fully and completely as though Heller were the absolute owner thereof for all purposes. Borrower shall have no power to make any allowance or credit to any account debtor without Heller's written consent.

3. Borrower also hereby irrevocably appoints Heller its true and lawful attorney, with power of substitution, to take control in any manner of any cash or non-cash items of payment or proceeds thereof; to endorse the name of Borrower upon any notes, acceptances, checks, drafts, money orders, bills of lading, freight bills, chattel paper or other evidences of payment or Collateral that may come into its possession; to sign Borrower's name on any invoices relating to any Accounts, on drafts against account debtors and notices to all account debtors; to sign Borrower's name on any Proof of Claim in Bankruptcy against account debtors; to sign Borrower's name on any Lien, Claim of Mechanic's Lien or Assignment or Satisfaction of Mechanic's Lien; and to do all other acts and things necessary to carry out its sole judgment, to carry out this Agreement. At any time or times when Borrower is in default hereunder, Heller shall have the right to enter upon Borrower's premises and to receive and open all mail directed to Borrower; Heller shall turn over to Borrower all of the same not relating to Collateral. In the event of default, Heller shall have the right, in the name of Borrower, to notify the Post Office and to change the address for the delivery of mail addressed to Borrower to such address as Heller may designate. All checks and other forms of remittance received as provided herein by Borrower shall be endorsed by Heller in the order of Heller & Company or of such other person in such other manner as Heller may designate. Borrower's signature or name may be countersigned by Heller in longhand, in typewriting, or by rubber stamp.

drafts, other things of value and items of payment together with any and all relating vouchers, identifications, communications or other data received from account debtors collected or received by Borrower (or by any receiver, trustee, or successor in interest of Borrower, or by any person acting on behalf of Borrower) in reference to the Accounts shall belong to Heller and shall be immediately transmitted by Borrower to Heller at its office (or, if directed by Heller, deposited in Heller's account in a bank designated by Heller) in the original form in which the same are received and endorsed by Borrower. Borrower shall have no right and agrees not to commingle with its own funds or to use, divert or withhold any of the proceeds of any collections. Borrower hereby divests itself of all dominion over the Accounts and the proceeds thereof and collections received thereon. Borrower shall make entries on its books and records in form satisfactory to Heller disclosing the absolute and unconditional assignment of Accounts to Heller and shall keep a separate account on its record books of all collections received thereon. Borrower further agrees to advise Heller immediately of any claims or disputes arising with respect to any Account and of any occurrence that may in any way impair or affect any of the Accounts or tend to reduce the value thereof. Should any suit or proceeding be instituted by or against Heller or Borrower upon any of the Collateral or for the collection or enforcement of any Account, Borrower shall, without expense to Heller, make available such of its officers, employees, agents, books, records and files as Heller may deem necessary to make proper proof in Court.

Heller shall be entitled to recover from Borrower 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, account debtors or others; and also all reasonable attorneys' fees, court costs, court reporter expenses, long distance telephone charges, telegram costs, collection expenses, accountants' fees, supervisory fees, expenses of attorneys, agents, officers, auditors, collectors, clerks and investigators for travel, lodging and food costs, traveling expenses, disbursements, and all other expenses which may be incurred by Heller in enforcing payment of any Account or of Borrower's Obligations in attempting to enforce payment, in realizing upon any Collateral, whether against any debtor, Borrower, Borrower's guarantors or others, in supervising the records and proper management and disposition of the collection of Accounts, 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 hereunder.

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 a 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; such proceeds shall be applied to Borrower's Receivables Loan Balance. Each such insurer shall agree that it will give Heller thirty (30) days written notice before any such policy shall be altered or cancelled and that no act or default of Borrower or any other person shall affect the right of Heller to recover thereunder in case of such damage, loss or destruction. Certified copies of such policies shall be delivered to Heller upon demand.

## FINANCING STATEMENTS AND NOTICES OF ASSIGNMENT

1. At the request of Heller, Borrower will join with Heller in executing one or more Financing Statements and/or Notices Of Assignment of Accounts Receivable pursuant to any applicable law, in form satisfactory to Heller.
2. Without the written consent of Heller, Borrower will not allow any Financing Statement or Notice Of Assignment of Accounts Receivable covering any Collateral or proceeds thereof to be on file in any public office.

## EVENTS OF DEFAULT; ACCELERATION

All Obligations shall, notwithstanding any time or credit allowed by any instrument evidencing a liability, become immediately due and payable at notice or demand upon the occurrence of any of the following events of default:

1. Borrower shall fail to make any payment or to perform any Obligation promptly when due;
2. Any warranty, 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;
3. Any event shall arise which results in the acceleration of the maturity of the indebtedness of Borrower to others under any indenture, agreement or undertaking;
4. There shall occur any loss, theft, damage, destruction, sale or encumbrance to or of any of the Collateral, or any levy, seizure or attachment thereof or thereon shall be made;
5. Any of the following shall occur: dissolution, termination of existence, insolvency, business failure, appointment of a receiver for any part of the property of, assignment for the benefit of creditors by, or the commencement of any proceeding under any bankruptcy or insolvency law by or against Borrower or any guarantor or surety for Borrower, entry of a court order which enjoins, restrains or in any way prevents Borrower from conducting all or any part of its business affairs in the ordinary course, failure to pay any federal, state or local tax or other debt of Borrower unless the same is being contested in good faith, termination of guaranty by any guarantor of Borrower's indebtedness to Heller, whether under this Agreement or otherwise; it being expressly agreed that upon the happening of any event described herein, Borrower and each of Borrower's guarantors and sureties hereunder having or acquiring knowledge thereof shall immediately give written notice of said event or fact to Heller;
6. 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;
7. 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.

## RIGHTS AND REMEDIES

Upon the occurrence of any such event of default, and at any time thereafter, Heller shall have the rights and remedies of a secured party under

California Uniform Commercial Code and under any and all other laws in addition to the rights and remedies provided herein or in any other instrument or paper executed by Borrower. All rights, powers and remedies hereunder or in any other instrument provided herein or in any other instrument or paper executed by Borrower and none is exclusive.

## 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 obligations of Borrower to Heller under this and under all other agreements, present and future, (including, without limitation, the obligations set forth in Paragraph 1 hereof) constitute one general Obligation secured by collateral and security held and to be held by Heller. The terms and conditions of all other agreements between Borrower and Heller now and hereafter existing. It is distinctly understood and agreed that the provisions of this Agreement shall likewise apply insofar as applicable to any modification of or supplement to this Agreement and to all other agreements, present and future, between Heller and Borrower.

## APPLICATION OF PAYMENTS

All payments made by or in behalf of and all credits due 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.



## TERMINATION

This Agreement, on acceptance by Heller, shall continue until thereafter unless terminated as to future transactions by the giving of notice by registered mail by either party to the other, not less than (30) days prior to any anniversary hereof. Borrower, at such termination date, shall make payment in full of all Obligations, whether evidenced by all other notes or otherwise, and whether or not all or any part of such Obligations are otherwise then due and payable by Borrower to Heller. Borrower 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 under this Agreement or otherwise until all of said obligations are paid and performed, nor shall any such termination affect any right or remedy of Heller arising from any such obligation, and all agreements, covenants and representations of Borrower shall survive termination.

## 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.

## GOVERNING LAW; SUBMISSION TO JURISDICTION

The validity, interpretation, enforcement 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 \_\_\_\_\_

\_\_\_\_\_ as  
Borrower's agent for service of process in said State.

## 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 on by any court, this Agreement shall be construed as not containing such provision and the invalidity of such provision shall not affect the validity of any other provision hereof and any and all other provisions hereof which are otherwise lawful and valid shall remain in full force and effect.

## NOTICES AND PAYMENTS

Any notice, payment or refund required hereunder or by reason of the application of any law shall be deemed to have been given by either party when the same shall have been deposited in the United States mail, postage prepaid, at least five (5) calendar days prior to the date 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:

300 Montgomery Street

b. If to Heller, at \_\_\_\_\_  
San Francisco, California 94104

## ATTORNEYS FEES

If, at any time or times hereafter, Heller employs counsel for advice or other representation with respect to any Collateral or this Agreement or other agreement, document or instrument heretofore, now or hereafter executed by Borrower and delivered to Heller, or to commence, defend, prosecute, file a petition, complaint, answer, motion or other pleadings, or to take any other action in or with respect to any suit or proceeding arising out of this Agreement or any other agreement, instrument or document heretofore, now or hereafter executed by Borrower and delivered to Heller, or to protect, collect, lease, sell, take possession of, or liquidate any of such Collateral, or to attempt to enforce any security interest or lien in any collateral, or to represent Heller in any litigation with respect to the affairs of Borrower or in any way relating to any of the Collateral, or to enforce rights of Heller or Obligations of Borrower, liabilities of Account Debtors, or any other person, firm, or corporation which may be obligated to Borrower by virtue of this Agreement or any other agreement, document or instrument heretofore, now or hereafter delivered to Heller or for the benefit of Borrower; then, in any of such events, all of the reasonable attorneys' fees arising from such services, and any expenses, costs and charges incurred thereon, shall constitute additional Obligations of Borrower, secured by the Collateral, payable on demand.

## WAIVERS

- Borrower hereby waives any and all causes of action and claims which it may ever have against Heller as a result of any possession, collection or sale by Heller of any Collateral in the event of a default by Borrower, notwithstanding the effect of such possession, collection or sale upon the business of Borrower, and Borrower waives all rights of redemption, if any, it may have.
- 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 thereunder and with respect to any other provisions, warranties, terms and conditions contained in such agreements, documents and instruments, and 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's agents, officers or employees, but only by an instrument in writing, signed by an officer of Heller and directed to Borrower specifying such waiver.
- Borrower waives any and all notice or demand 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, notice, compromise, settlement, extension, or renewal of all commercial paper, accounts, contract rights, instruments, chattel paper, guarantees, 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 and hereby certifies and confirms that 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 law.

## 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 herein in Paragraph 16.

U. S. Rock Wool Co., Inc.

Borrower

Accepted at: San Francisco

this 2nd day of January 1981

WALTER E. HELLER WESTERN INCORPORATED

BY: Walter E. Hellman

Walter E. Hellman Vice President

FILE: President

TEST: U.S. Rock Wool Co., Inc.

December 27, 1975 **INVENTORY LOAN SECURITY AGREEMENT**

**LIEN AND SECURITY INTEREST**

..... **U. S. Rock Wool Co., Inc.** .....  
has chief place of business located at ..... **45 W. Senior Way** .....  
..... **Salt Lake** ..... **Salt Lake** ..... **Utah 84115** .....

hereinafter called "Borrower," for valuable consideration, receipt whereof is hereby acknowledged, hereby grants to **ALTER E. HELLER WESTERN INCORPORATED**, hereinafter called "Heller," a continuing general lien and security interest all of its inventory, goods, merchandises, 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 cards of Borrower pertaining to all the foregoing. Without limitation, the term Inventory includes

without limitation the term inventory includes all insulation of every kind and nature.

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").

**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 "Warehousman") without the written consent of Heller, and, in such event, Borrower will immediately cause Warehousman 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:

..... **45 W. Senior Way** .....  
..... **Salt Lake City, Utah 84115** .....  
..... **and 2320 Wall** .....  
..... **Ogden, Utah 84401** .....

unless Heller shall otherwise consent in writing.



- e. All information furnished to Heller concerning Inventory, ~~contracts~~ ~~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.

## 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:

It is not presently contemplated that any loans will be made by Heller to Borrower hereunder. The lien and Security interest granted by Borrower to Heller hereunder are intended to and shall constitute additional security for the payment and performance of all present and future liabilities and obligations of Borrower to Heller whether nor existing or hereafter arising under an Accounts Financing Security Agreement dated December 27, 1979 between Borrower and Heller.

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, ~~the~~ ~~percent per~~ ~~0-~~ computed on the daily Borrower's Inventory Loan Balance, from the date incurred 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 therefrom 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. Whenever any Inventory is located upon leased premises, Borrower shall, at Heller's request, cause the owner and tenant 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 each case, 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 fully 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 BUSINESS INVENTORY

Until default, Borrower may use the Inventory in any lawful manner not inconsistent with this Agreement. Borrower, under the terms or conditions of any policy of insurance thereon, may use and consume any raw materials or supplies and the 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 be less than 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 of 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 and 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.

## EVENTS OF DEFAULT; ACCELERATION

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, seizure 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.

## RIGHTS AND REMEDIES

in 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 gives any bonds and any surety or security relating thereto required by any statute, court rule or otherwise 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 times 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 franchises and 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 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 surplus 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 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 the responsibility of Borrower.
- 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.

## 1. 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.

## 2. APPLICATION OF PAYMENTS

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

## 3. TERMINATION

This Agreement, on acceptance by Heller, shall continue in effect for TWO years from the date hereof and one year to year thereafter unless terminated as to future transactions by the giving of notice by registered mail from one party to the other, not less than thirty (30) days prior to any anniversary hereof. Borrower, at such termination, shall make payment in full of all indebtedness and obligations due hereunder, whether evidenced by notes or otherwise, and whether or not all or any part of such indebtedness and obligations are otherwise 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 13 hereof. No termination of this Agreement shall in any way affect any right of Heller arising prior thereto or any reason thereof, nor shall any such termination relieve Borrower or the guarantors of any obligation to Heller until all of the obligations are fully paid and performed. No termination shall in any way affect any right or remedy of Heller arising from any Obligation, and all agreements, warranties and covenants of Borrower shall survive termination.

## 4. BENEFITS OF THIS AGREEMENT

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

## 5. 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.

## 6. SEPARABILITY

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

## 7. NOTICES AND PAYMENTS

Any notice required hereunder or by reason of the application of any law shall be deemed to have been given to the party hereto when the same shall have been deposited in the United States mail, postage prepaid, at least \_\_\_\_\_ days prior to the action proposed to be taken, except that notice of termination shall be given in the manner provided in Paragraph 12 hereof, addressed to:

- If to Borrower, at the address of Borrower specified in Paragraph 1 hereof, or to the latest address of which Heller shall have received notice from Borrower;
- If to Heller, at \_\_\_\_\_ 300 Montgomery Street San Francisco

## 8. WAIVERS

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

now or hereafter executed by Borrower and delivered to Heller, shall not constitute any waiver by Heller hereafter to demand strict compliance and performance therewith and with respect to the other provisions, warranties, terms and conditions contained in such agreements, documents and instruments. Any waiver of any default shall not operate or affect any other default, whether prior or subsequent thereto, and whether of the same or of a different kind. None of the warranties, conditions, provisions and terms contained in this Agreement or any other agreement, instrument 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.

- a. 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 removal 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.

U. S. Rock Wool Co., Inc.  
Borrower

BY W. S. Ekins

TITLE: President

ATTEST W. S. Ekins  
Secretary

(Affix corporate seal here.)

Accepted W. S. Ekins 1980

this 1st day of January, 1980

WALTER HELLER WESTERN INCORPORATED

BY W. S. Ekins

TITLE: Vice President



# CHattel Mortgage Security Agreement

This Mortgage Security Agreement made this 27th day of December, A.D. 1979, between  
U. S. Rock Wool Co., Inc.

having its principal place of business in the City of Salt Lake  
County of Salt Lake State of Utah (hereinafter called the "Mortgagor") and  
**WALTER E. HELLER WESTERN INCORPORATED** a California corporation having its principal place  
of business in the City of San Francisco State of California (hereinafter called the "Mortgagee")  
WITNESSETH:

[illegible][illegible]

NOW, THEREFORE, in order to secure the payment of the principal of and interest on the Note and any and all other sums, indebtedness and liabilities of any and every kind now or hereafter incurred by the Mortgagor and to become due from the Mortgagor to the Mortgagee during the period that the Mortgagor shall have any indebtedness or obligation to the Mortgagee, howsoever created, incurred, evidenced, whether by or arising, whether under the Note or this mortgage security agreement or under any other instrument, obligations, contracts or agreements of any and every kind now or hereafter made, entered into between the Mortgagor and the Mortgagee, or otherwise, and whether direct, primary, secondary, fixed or contingent, together with interest thereon at the rate of \_\_\_\_\_ per annum as is provided in the Note for past due payments on the Note, and renewals or extensions of any of the foregoing (all of which sums, indebtedness and liabilities, together with said Note, are hereby expressly secured by this mortgage security agreement, and collectively hereinafter referred to as the "mortgage indebtedness"), and further, to secure the prompt and faithful performance and observance by the Mortgagor of all the terms, undertakings, covenants and conditions by the Mortgagor to be kept, observed or performed under or according to the provisions of this mortgage security agreement or of any and all such other aforesaid instruments, contracts or agreements between the Mortgagor and the Mortgagee, and in consideration of the sum of One Dollar (\$1.00) to the Mortgagee duly paid, receipt of which is hereby acknowledged, and for other valuable consideration, the Mortgagor does hereby grant, sell, convey, assign and mortgage unto the Mortgagee, its successors and assigns, all the Mortgagor's real, personal, chattels and other tangible and intangible properties and rights described or referred to in the attached written list, under the heading of "List of Mortgaged Property," herein set out or hereinafter to be hereby incorporated herein by reference thereto and hereby made a part hereof, to have

### LIST OF MORTGAGED PROPERTY

located at Mortgagor's premises at 43 W. Seneca Way in the City of Utah  
County of Salt Lake State of Utah

All machinery and equipment together with all accessories, appurtenances thereto appertaining or attached or kept or for use in connection therewith, and all other appliances, tools, machine tools, supplies, materials, furniture, fixtures and chattel of every kind and wherever located not or the factor belonging and all substitutions, renewals, improvements and additions to any and all of the foregoing.

1976

\_\_\_\_\_





STATE OF }  
COUNTY OF } ss.

I, a Notary Public in and for said County in the State aforesaid,  
DO HEREBY CERTIFY that this chattel mortgage security agreement was acknowledged before me this 13th day of \_\_\_\_\_, 19\_\_\_\_, at \_\_\_\_\_, a corporation, by

President of said corporation, and  
said corporation, who personally known to me to be the same persons whose names are subscribed to the foregoing instrument,  
and personally known to me to be the  
President, and the  
Secretary, respectively of said  
corporation, appeared before me this day in person and acknowledged that they signed, sealed with the seal of said corporation, and delivered said instrument as the free and voluntary act of said corporation, pursuant to authority thereunto conferred on them by said corporation, and as their own free and voluntary act, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this \_\_\_\_\_ day of \_\_\_\_\_, A.D. 19\_\_\_\_.

Notary Public  
My commission expires the \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_.

### INDIVIDUAL ACKNOWLEDGMENT

STATE OF }  
COUNTY OF } ss.

This chattel mortgage security agreement was acknowledged before me by  
this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_.

WITNESS my hand and official seal.

(For other States)

STATE OF }  
COUNTY OF } ss.

Notary Public  
My commission expires the \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_.

## CHATTEL MORTGAGE SECURITY AGREEMENT

TO

Walter E. Heller Western Incorporated

600 South Commonwealth Avenue  
Los Angeles, California 90005

300 Montgomery Street  
San Francisco, California 94104

101 North First Avenue  
Phoenix, Arizona 85004

1. **Rock Wool Co., Inc.**

2. **Senior Warehouse**

1C. CITY, STATE

**Salt Lake City, Utah**

1D. ZIP CODE

**84115**

3. **Senior Warehouse** (IF APPLICABLE, PLEASE PRINT NAME OF AN INDIVIDUAL)

2A. SOCIAL SECURITY OR FEDERAL TAX NO.

4. **Senior Warehouse**

2C. CITY, STATE

2D. ZIP CODE

5. **Senior Warehouse** (IF ANY)

3A. FEDERAL TAX NUMBER

6. **Senior Warehouse**

**WALTER E. HELLER WESTERN INCORPORATED**

7. **300 MONTGOMERY STREET, SUITE 518**  
**SAN FRANCISCO, CA**

ZIP CODE **94104**

4A. SOCIAL SECURITY NO. FEDERAL TAX NO.  
OR SAME TRANSIT AND A S.A. NO.

**98-114-0010**

8. **Senior Warehouse** (IF ANY)

5A. SOCIAL SECURITY NO. FEDERAL TAX NO.  
OR SAME TRANSIT AND A S.A. NO.

9. **Senior Warehouse**

STATE

ZIP CODE

FINANCING STATEMENT covers the following types or items of property (include description of real property on which  
debtor and owner of record when required by instruction 4).

1. **Inventory**, including, but not limited to, tangible personal property, fixtures, equipment, and other personal property, whether or not owned or hereafter acquired, and whether or not the same is in the possession or control of the debtor, and whether or not the same is subject to a security interest of the creditor.

2. **Real property**, including, but not limited to, land, buildings, and other real property, whether or not owned or hereafter acquired, and whether or not the same is in the possession or control of the debtor, and whether or not the same is subject to a security interest of the creditor.

3. **Other personal property**, including, but not limited to, motor vehicles, boats, and other personal property, whether or not owned or hereafter acquired, and whether or not the same is in the possession or control of the debtor, and whether or not the same is subject to a security interest of the creditor.

4. **Other real property**, including, but not limited to, land, buildings, and other real property, whether or not owned or hereafter acquired, and whether or not the same is in the possession or control of the debtor, and whether or not the same is subject to a security interest of the creditor.

5. **Other personal property**, including, but not limited to, motor vehicles, boats, and other personal property, whether or not owned or hereafter acquired, and whether or not the same is in the possession or control of the debtor, and whether or not the same is subject to a security interest of the creditor.

6. **Other real property**, including, but not limited to, land, buildings, and other real property, whether or not owned or hereafter acquired, and whether or not the same is in the possession or control of the debtor, and whether or not the same is subject to a security interest of the creditor.

7. **Other personal property**, including, but not limited to, motor vehicles, boats, and other personal property, whether or not owned or hereafter acquired, and whether or not the same is in the possession or control of the debtor, and whether or not the same is subject to a security interest of the creditor.

8. **Other real property**, including, but not limited to, land, buildings, and other real property, whether or not owned or hereafter acquired, and whether or not the same is in the possession or control of the debtor, and whether or not the same is subject to a security interest of the creditor.

9. **Other personal property**, including, but not limited to, motor vehicles, boats, and other personal property, whether or not owned or hereafter acquired, and whether or not the same is in the possession or control of the debtor, and whether or not the same is subject to a security interest of the creditor.

10. **Other real property**, including, but not limited to, land, buildings, and other real property, whether or not owned or hereafter acquired, and whether or not the same is in the possession or control of the debtor, and whether or not the same is subject to a security interest of the creditor.

11. **Other personal property**, including, but not limited to, motor vehicles, boats, and other personal property, whether or not owned or hereafter acquired, and whether or not the same is in the possession or control of the debtor, and whether or not the same is subject to a security interest of the creditor.

12. **Other real property**, including, but not limited to, land, buildings, and other real property, whether or not owned or hereafter acquired, and whether or not the same is in the possession or control of the debtor, and whether or not the same is subject to a security interest of the creditor.

13. **Other personal property**, including, but not limited to, motor vehicles, boats, and other personal property, whether or not owned or hereafter acquired, and whether or not the same is in the possession or control of the debtor, and whether or not the same is subject to a security interest of the creditor.

14. **Other real property**, including, but not limited to, land, buildings, and other real property, whether or not owned or hereafter acquired, and whether or not the same is in the possession or control of the debtor, and whether or not the same is subject to a security interest of the creditor.

15. **Other personal property**, including, but not limited to, motor vehicles, boats, and other personal property, whether or not owned or hereafter acquired, and whether or not the same is in the possession or control of the debtor, and whether or not the same is subject to a security interest of the creditor.

16. **Other real property**, including, but not limited to, land, buildings, and other real property, whether or not owned or hereafter acquired, and whether or not the same is in the possession or control of the debtor, and whether or not the same is subject to a security interest of the creditor.

17. **Other personal property**, including, but not limited to, motor vehicles, boats, and other personal property, whether or not owned or hereafter acquired, and whether or not the same is in the possession or control of the debtor, and whether or not the same is subject to a security interest of the creditor.

18. **Other real property**, including, but not limited to, land, buildings, and other real property, whether or not owned or hereafter acquired, and whether or not the same is in the possession or control of the debtor, and whether or not the same is subject to a security interest of the creditor.

19. **Other personal property**, including, but not limited to, motor vehicles, boats, and other personal property, whether or not owned or hereafter acquired, and whether or not the same is in the possession or control of the debtor, and whether or not the same is subject to a security interest of the creditor.

20. **Other real property**, including, but not limited to, land, buildings, and other real property, whether or not owned or hereafter acquired, and whether or not the same is in the possession or control of the debtor, and whether or not the same is subject to a security interest of the creditor.

21. **Other personal property**, including, but not limited to, motor vehicles, boats, and other personal property, whether or not owned or hereafter acquired, and whether or not the same is in the possession or control of the debtor, and whether or not the same is subject to a security interest of the creditor.

22. **Other real property**, including, but not limited to, land, buildings, and other real property, whether or not owned or hereafter acquired, and whether or not the same is in the possession or control of the debtor, and whether or not the same is subject to a security interest of the creditor.

23. **Other personal property**, including, but not limited to, motor vehicles, boats, and other personal property, whether or not owned or hereafter acquired, and whether or not the same is in the possession or control of the debtor, and whether or not the same is subject to a security interest of the creditor.

24. **Other real property**, including, but not limited to, land, buildings, and other real property, whether or not owned or hereafter acquired, and whether or not the same is in the possession or control of the debtor, and whether or not the same is subject to a security interest of the creditor.

25. **Other personal property**, including, but not limited to, motor vehicles, boats, and other personal property, whether or not owned or hereafter acquired, and whether or not the same is in the possession or control of the debtor, and whether or not the same is subject to a security interest of the creditor.

26. **Other real property**, including, but not limited to, land, buildings, and other real property, whether or not owned or hereafter acquired, and whether or not the same is in the possession or control of the debtor, and whether or not the same is subject to a security interest of the creditor.

27. **Other personal property**, including, but not limited to, motor vehicles, boats, and other personal property, whether or not owned or hereafter acquired, and whether or not the same is in the possession or control of the debtor, and whether or not the same is subject to a security interest of the creditor.

28. **Other real property**, including, but not limited to, land, buildings, and other real property, whether or not owned or hereafter acquired, and whether or not the same is in the possession or control of the debtor, and whether or not the same is subject to a security interest of the creditor.

29. **Other personal property**, including, but not limited to, motor vehicles, boats, and other personal property, whether or not owned or hereafter acquired, and whether or not the same is in the possession or control of the debtor, and whether or not the same is subject to a security interest of the creditor.

30. **Other real property**, including, but not limited to, land, buildings, and other real property, whether or not owned or hereafter acquired, and whether or not the same is in the possession or control of the debtor, and whether or not the same is subject to a security interest of the creditor.

31. **Other personal property**, including, but not limited to, motor vehicles, boats, and other personal property, whether or not owned or hereafter acquired, and whether or not the same is in the possession or control of the debtor, and whether or not the same is subject to a security interest of the creditor.

32. **Other real property**, including, but not limited to, land, buildings, and other real property, whether or not owned or hereafter acquired, and whether or not the same is in the possession or control of the debtor, and whether or not the same is subject to a security interest of the creditor.

DATE: **12/21/79**  
**Walter E. Heller, President**  
SIGNATURE OF DEBTOR(S)

**Rock Wool Co., Inc.**

SIGNATURE(S) OF DEBTOR(S)  
**Walter E. Heller, President**  
SIGNATURE(S) OF SECURED PARTY(IES)

**WALTER E. HELLER WESTERN INCORPORATED**

SIGNATURE(S) OF SECURED PARTY(IES)  
**Walter E. Heller Western Incorporated**  
300 MONTGOMERY STREET, SUITE 518  
SAN FRANCISCO, CA 94104

3. **Walter E. Heller Western Incorporated**  
300 MONTGOMERY STREET, SUITE 518  
SAN FRANCISCO, CA 94104

4. **Walter E. Heller Western Incorporated**  
300 MONTGOMERY STREET, SUITE 518  
SAN FRANCISCO, CA 94104

5. **Walter E. Heller Western Incorporated**  
300 MONTGOMERY STREET, SUITE 518  
SAN FRANCISCO, CA 94104

6. **Walter E. Heller Western Incorporated**  
300 MONTGOMERY STREET, SUITE 518  
SAN FRANCISCO, CA 94104

10. THIS SPACE FOR USE OF FILING OFFICER  
(DATE, TIME, FILE NUMBER  
AND FILING OFFICER)

76210P  
JAN 10 @ 42 AM '80  
RECEIVED  
ST. LOUIS  
MO.  
FEB 10 1980

is requested to note the number, date and hour of filing on this copy and return to the above party.  
FORM UCC-1—FILING FEE \$3.00

OFFICER COPY — ACKNOWLEDGMENT  
Digitized by the Howard W. Hunter Law Library, J. Reuben Clark Law School, BYU.  
Machine-generated OCR, may contain errors.

**S. Rock Wool Co., Inc.**  
LINE ADDRESS  
**W. Senior Way**  
FICIAL DESTOR (IF ANY) (LAST NAME FIRST—IF AN INDIVIDUAL)

1C. CITY, STATE

**Salt Lake City, Utah**

1D. ZIP CODE

**84115**

2A. SOCIAL SECURITY OR FEDERAL TAX NO.

LINE ADDRESS

2C. CITY, STATE

2D. ZIP CODE

OR'S TRADE NAMES OR STYLES (IF ANY)

3A. FEDERAL TAX NUMBER

RED PARTY

**WALTER E. HELLER WESTERN INCORPORATED**  
300 Montgomery Street, Suite 515  
San Francisco, California 94104

LINE ADDRESS

ZIP CODE

4A. SOCIAL SECURITY NO. FEDERAL TAX NO.  
OR SAME TRANSIT AND A B A NO

**95-114-0010**

LINE OF SECURED PARTY (IF ANY)

E

LINE ADDRESS

STATE

ZIP CODE

5A. SOCIAL SECURITY NO. FEDERAL TAX NO.  
OR SAME TRANSIT AND A B A NO

FINANCING STATEMENT covers the following types or items of property (include description of real property on which  
red and owner of record when required by instruction 4).

ary and equipment together with all accessories, parts appurtenances thereto appertaining or attached, or kept or used  
nded for use in connection therewith, and all other appliances, apparatus, tools, machine tools, supplies, materials, furniture,  
s, equipment, goods and chattels of every kind and wherever located now or hereafter to the Debtor belonging, and all  
utions, renewals, improvements and replacements of and additions to any and all of the foregoing.

☒ 7A. ☒ PRODUCTS OF COLLATERAL  
ARE ALSO COVERED

7B. DESTOR(S) SIGNATURE NOT REQUIRED IN ACCORDANCE WITH  
INSTRUCTION 5(5) ITEM:

☐ (1) ☐ (2) ☐ (3) ☐ (4)

☒ 8. DESTOR IS A "TRANSMITTING UTILITY" IN ACCORDANCE WITH UCC § 9108 (1) (B)

DATE: **12/27/79**

10. THIS SPACE FOR USE OF F  
(DATE, TIME, FILE NUMBER  
AND FILING OFFICER)

E(S) OF DESTOR(S)

*Walter E. Heller, President*

**Rock Wool Co., Inc.**

PRINT NAME(S) OF DESTOR(S)

E(S) OF SECURED PARTY(IES)

**W. E. HELLER WESTERN INCORPORATED**

PRINT NAME(S) OF SECURED PARTY(IES)

cc copy to:

**WALTER E. HELLER WESTERN INCORPORATED**  
300 Montgomery Street, Suite 515  
San Francisco, California 94104

OFFICER COPY — ACKNOWLEDGEMENT

FORM UCC-1—FILING FEE \$3.00

Approved by the Secretary of State

Machine-generated OCR, may contain errors.

2-ALL-WESTERN/3AN FRANCISCO  
 3-ALL DIVISIONS  
 1000-ALL DEPARTMENTS  
 10-ALL SERVICE LINES  
 ALL LOANS AND PARTICIPATIONS

LOAN ACTIVITY LIST

REPORT: 805720 (30/800) RUN 11/11/85 17:30 PAGE 1  
 DATED 11/12/85 COVERING FROM 12/31/82 TO 12/31/83  
 REPORT CURRENCY 000 DOLLAR (US)

DOC#	PRINCIPAL	REGULAR RESERVES	OTHER	SERVICE CHARGES	NET	DATE
#	ENTRY-----BALANCE	ENTRY-----BALANCE	ENTRY-----BALANCE	ENTRY-----BALANCE	CASH	AO-POST
1000000000	76,133.86	0.00	0.00	0.00	76,133.86	12/82
0110003 030122779	76,133.86	-SUSPENDED CMG	77777777777	0.00	76,133.86	
ACCT BEGINNING BALANCE 05-030-021	0.00	0.00	0.00	1212.72	77,355.58	31
71231	76,133.86	0.00	0.00	1212.72	77,355.58	31
1000000000	75,255.36	0.00	0.00	0.00	75,255.36	11
1000000000	75,255.36	0.00	0.00	0.00	75,255.36	11
1000000000	70,428.92	0.00	0.00	0.00	71,641.66	18
1000000000	70,428.92	0.00	0.00	0.00	71,641.66	18
1000000000	71,648.53	0.00	0.00	0.00	72,364.15	18
1000000000	71,648.53	0.00	0.00	0.00	72,364.15	18
1000000000	79,699.12	0.00	0.00	0.00	80,417.85	24
1000000000	79,699.12	0.00	0.00	0.00	80,417.85	24
1000000000	90,899.12	0.00	0.00	0.00	82,111.86	25
1000000000	90,899.12	0.00	0.00	0.00	82,111.86	25
1000000000	79,760.75	0.00	0.00	0.00	80,473.47	31
1000000000	79,760.75	0.00	0.00	0.00	80,473.47	31
1000000000	90,441.23	0.00	0.00	0.00	81,453.95	31
1000000000	90,441.23	0.00	0.00	0.00	81,453.95	31
1000000000	80,241.23	0.00	0.00	0.00	82,715.60	31
1000000000	80,241.23	0.00	0.00	0.00	82,715.60	31
1000000000	81,453.95	0.00	0.00	0.00	82,715.60	31
1000000000	81,453.95	0.00	0.00	0.00	82,715.60	31
0000000000	0.00	0.00	0.00	0.00	0.00	08
0000000000	0.00	0.00	0.00	0.00	0.00	08
0000000000	0.00	0.00	0.00	0.00	0.00	08
0000000000	0.00	0.00	0.00	0.00	0.00	08
0000000000	0.00	0.00	0.00	0.00	0.00	08
0000000000	0.00	0.00	0.00	0.00	0.00	08
0000000000	0.00	0.00	0.00	0.00	0.00	08
0000000000	0.00	0.00	0.00	0.00	0.00	08
0000000000	0.00	0.00	0.00	0.00	0.00	08
0000000000	0.00	0.00	0.00	0.00	0.00	08
0000000000	0.00	0.00	0.00	0.00	0.00	08
0000000000	0.00	0.00	0.00	0.00	0.00	08
0000000000	0.00	0.00	0.00	0.00	0.00	08
0000000000	0.00	0.00	0.00	0.00	0.00	08
0000000000	0.00	0.00	0.00	0.00	0.00	08
0000000000	0.00	0.00	0.00	0.00	0.00	08
0000000000	0.00	0.00	0.00	0.00	0.00	08
0000000000	0.00	0.00	0.00	0.00	0.00	08
0000000000	0.00	0.00	0.00	0.00	0.00	08
0000000000	0.00	0.00	0.00	0.00	0.00	08
0000000000	0.00	0.00	0.00	0.00	0.00	08
0000000000	0.00	0.00	0.00	0.00	0.00	08
0000000000	0.00	0.00	0.00	0.00	0.00	08
0000000000	0.00	0.00	0.00	0.00	0.00	08
0000000000	0.00	0.00	0.00	0.00	0.00	08
0000000000	0.00	0.00	0.00	0.00	0.00	08
0000000000	0.00	0.00	0.00	0.00	0.00	08
0000000000	0.00	0.00	0.00	0.00	0.00	08
0000000000	0.00	0.00	0.00	0.00	0.00	08
0000000000	0.00	0.00	0.00	0.00	0.00	08
0000000000	0.00	0.00	0.00	0.00	0.00	08
0000000000	0.00	0.00	0.00	0.00	0.00	08
0000000000	0.00	0.00	0.00	0.00	0.00	08
0000000000	0.00	0.00	0.00	0.00	0.00	08
0000000000	0.00	0.00	0.00	0.00	0.00	08
0000000000	0.00	0.00	0.00	0.00	0.00	08
0000000000	0.00	0.00	0.00	0.00	0.00	08
0000000000	0.00	0.00	0.00	0.00	0.00	08
0000000000	0.00	0.00	0.00	0.00	0.00	08
0000000000	0.00	0.00	0.00	0.00	0.00	08
0000000000	0.00	0.00	0.00	0.00	0.00	08
0000000000	0.00	0.00	0.00	0.00	0.00	08
0000000000	0.00	0.00	0.00	0.00	0.00	08
0000000000	0.00	0.00	0.00	0.00	0.00	08
0000000000	0.00	0.00	0.00	0.00	0.00	08
0000000000	0.00	0.00	0.00	0.00	0.00	08
0000000000	0.00	0.00	0.00	0.00	0.00	08
0000000000	0.00	0.00	0.00	0.00	0.00	08
0000000000	0.00	0.00	0.00	0.00	0.00	08
0000000000	0.00	0.00	0.00	0.00	0.00	08
0000000000	0.00	0.00	0.00	0.00	0.00	08
0000000000	0.00	0.00	0.00	0.00	0.00	08
0000000000	0.00	0.00	0.00	0.00	0.00	08
0000000000	0.00	0.00	0.00	0.00	0.00	08
0000000000	0.00	0.00	0.00	0.00	0.00	08
0000000000	0.00	0.00	0.00	0.00	0.00	08
0000000000	0.00	0.00	0.00	0.00	0.00	08
0000000000	0.00	0.00	0.00	0.00	0.00	08
0000000000	0.00	0.00	0.00	0.00	0.00	08
0000000000	0.00	0.00	0.00	0.00	0.00	08
0000000000	0.00	0.00	0.00	0.00	0.00	08
0000000000	0.00	0.00	0.00	0.00	0.00	08
0000000000	0.00	0.00	0.00	0.00	0.00	08
0000000000	0.00	0.00	0.00	0.00	0.00	08
0000000000	0.00	0.00	0.00	0.00	0.00	08
0000000000	0.00	0.00	0.00	0.00	0.00	08
0000000000	0.00	0.00	0.00	0.00	0.00	08
0000000000	0.00	0.00	0.00	0.00	0.00	08
0000000000	0.00	0.00	0.00	0.00	0.00	08
0000000000	0.00	0.00	0.00	0.00	0.00	08
0000000000	0.00	0.00	0.00	0.00	0.00	08
0000000000	0.00	0.00	0.00	0.00	0.00	08
0000000000	0.00	0.00	0.00	0.00	0.00	08
0000000000	0.00	0.00	0.00	0.00	0.00	08
0000000000	0.00	0.00	0.00	0.00	0.00	08
0000000000	0.00	0.00	0.00	0.00	0.00	08
0000000000	0.00	0.00	0.00	0.00	0.00	08
0000000000	0.00	0.00	0.00	0.00	0.00	08
0000000000	0.00	0.00	0.00	0.00	0.00	08
0000000000	0.00	0.00	0.00	0.00	0.00	08
0000000000	0.00	0.00	0.00	0.00	0.00	08
0000000000	0.00	0.00	0.00	0.00	0.00	08
0000000000	0.00	0.00	0.00	0.00	0.00	08
0000000000	0.00	0.00	0.00	0.00	0.00	08
0000000000	0.00	0.00	0.00	0.00	0.00	08
0000000000	0.00	0.00	0.00	0.00	0.00	08
0000000000	0.00	0.00	0.00	0.00	0.00	08
0000000000	0.00	0.00	0.00	0.00	0.00	08
0000000000	0.00	0.00	0.00	0.00	0.00	08
0000000000	0.00	0.00	0.00	0.00	0.00	08
0000000000	0.00	0.00	0.00	0.00	0.00	08
0000000000	0.00	0.00	0.00	0.00	0.00	08
0000000000	0.00	0.00	0.00	0.00	0.00	08
0000000000	0.00	0.00	0.00	0.00	0.00	08
0000000000	0.00	0.00	0.00	0.00	0.00	08
0000000000	0.00	0.00	0.00	0.00	0.00	08
0000000000	0.00	0.00	0.00	0.00	0.00	08
0000000000	0.00	0.00	0.00	0.00	0.00	08
0000000000	0.00	0.00	0.00	0.00	0.00	08
0000000000	0.00	0.00	0.00	0.00	0.00	08
0000000000	0.00	0.00	0.00	0.00	0.00	08
0000000000	0.00	0.00	0.00	0.00	0.00	08
0000000000	0.00	0.00	0.00	0.00	0.00	08
0000000000	0.00	0.00	0.00	0.00	0.00	08
0000000000	0.00	0.00	0.00			

D-WFI-WESTERN/SAN FRANCISCO  
 C-ALL DIVISIONS  
 0000-ALL DEPARTMENTS  
 00-ALL SERVICE LINES  
 ALL LOANS AND PARTICIPATIONS

LOAN ACTIVITY LIST

C124  
 REPORT: BOS720(R1-900) RUN 11/11/85 17:30 PAGE 2  
 DATED 11/12/95 COVERING FROM 12/31/82 TO 12/31/83

REPORT CURRENCY 0000 DOLLAR (US)

DOC. #	PRINCIPAL ENTRY-----BALANCE	REGULAR RESERVES ENTRY-----BALANCE	OTHER ENTRY-----BALANCE	SERVICE CHARGES ENTRY-----BALANCE	NET CASH	DATE MO-PSY
(CONTINUED)						
ROCKWOOL CO.						
01110003 0301122775	32,107.50				83,369.25	02/83
20612	.00	.00		1261.65-	82,107.60	08
00786	89.95-	.00		.00	82,017.62	14
0#000						
00671	1,631.24-	.00		.00	80,386.38	15
0#000						
03202	729.95	.00		.00	81,116.33	15
00676	744.30-	.00		.00	80,372.03	17
0#000						
00677	403.82-	.00		.00	79,968.21	18
0#000						
00678	919.80-	.00		.00	79,048.41	23
0#000						
00680	3,449.35-	.00		.00	75,599.06	24
0#000						
00025	340.02-	.00		.00	75,259.04	24
0#000						
00679	1,139.00-	.00		.00	74,070.04	24
0#000						
03331	797.10	.00		.00	75,067.14	24
00028	31.50-	.00		.00	75,035.64	28
0#000						
00228	.00	.00		1126.97	76,162.61	28
	WIRES .00	COLLECTIONS 11,740.03-	EXEMPT COLLECTIONS 3459.99	8 DAYS 2231,597.74		
ROCKWOOL CO.						
01110003 0301122775	75,035.64	.00		1126.97	76,162.61	03/83
00681	537.00-	.00		.00	75,525.61	03
0#000						
00002	782.60-	.00		.00	74,743.01	09
0#000						
00001	158.75-	.00		.00	74,584.26	11
0#000						
42451	3,449.35	.00		.00	78,033.61	15

WPI-WESTERN/SAN FRANCISCO  
 ALL DIVISIONS  
 ALL DEPARTMENTS  
 ALL SERVICE LINES  
 ALL LOANS AND PARTICIPATIONS

LOAN ACTIVITY LIST

REPORT: 905720(R0#800) RUN 11/11/85 17:30 PAGE 5  
 DATED 11/12/85 COVERING FROM 12/31/82 TO 12/31/83

C124

REPORT CURRENCY 000 DOLLAR (US)

H	DOC.	PRINCIPAL	REGULAR RESERVES	OTHER	SERVICE CHARGES	NET	DATE
#	#	ENTRY-----BALANCE	ENTRY-----BALANCE	ENTRY-----BALANCE	ENTRY-----BALANCE	CASH	AO-PST
3							
	ROCKWOOL CO.						
3	011(0003 030)122779	141,154.79		(CONTINUED)			
	G6233	56,962.23-	56,962.23	76,174.96-	1009.15	68,018.98	06/83
		104,222.56		37,212.73-	1009.15	68,018.98	01
3	62283	25.00-	.00		.00	67,993.98	22
3	0#000				1009.15-	.00	27
	20758	1,039.15	.00	37,212.73-		67,993.98	27
3	90530	.00	.00		977.70	68,971.68	33
	63033	1,577.70-	1,577.70	37,212.73-	.00	68,971.68	30
		103,629.01		35,635.03-			
	WIRES	.00	COLLECTIONS	25.00-	EXEMPT COLLECTIONS	977.70	8 DAYS 2041,322.10 (
	ROCKWOOL CO.						
3	011(0003 030)122779	103,629.01		35,635.03-	977.70	68,971.68	07/83
	25850	279.25	.00	35,635.03-	.00	69,250.93	01
3	07583	69.00-	.00	35,635.03-	.00	69,181.93	05
3	0#000				.00	69,161.93	21
	72183	20.00-	.00	35,635.03-			
3	0#000				977.70-	.00	29
	20759	977.70	.00	35,635.03-		69,161.93	31
3	73183	1,307.04-	1,307.04	34,327.99-	.00	69,161.93	31
	90729	.00	.00	34,327.99-	1027.79	70,189.72	31
	90729		05-030-021	-SUSPENDED CHG	1,027.79-	69,161.93	00/31
	WIRES	.00	COLLECTIONS	89.00-	EXEMPT COLLECTIONS	1027.79	8 DAYS 2145,723.62 (
	ROCKWOOL CO.						
3	011(0003 030)122779	103,459.92		34,327.99-	1027.79	69,161.93	08/83
	26056	780.44	.00	34,327.99-	.00	69,942.37	01
3	00811	20.00-	.00	34,327.99-	.00	69,922.37	11
3	0#000				1027.79-	.00	29
	20828	7,527.77	.00	34,327.99-		69,922.37	

0-WF-WESTERN/SAN FRANCISCO  
 0-ALL DIVISIONS  
 0000-ALL DEPARTMENTS  
 00-ALL SERVICE LINES  
 ALL LOANS AND PARTICIPATIONS

L O A N A C T I V I T Y L I S T

REPORT:905720(A7#500) RUN 11/11/85 17:30 PAGE 114  
 DATED 11/12/85 COVERING FROM 12/31/82 TO 12/31/83  
 REPORT CURRENCY:000 DOLLAR (US)

SOC. #	ENTRY	PRINCIPAL BALANCE	REGULAR RESERVES ENTRY	(CONTINUED)	OTHER BALANCE	SERVICE CHARGES ENTRY	NET CASH	DATE
ROCKWELL CO.								
01100003	122779	76,706.64	.00	.00		1126.97	73,031.61	03/83
00017	356.45-	76,070.19	.00	.00		1126.97	77,197.16	16
03000								
03570	1,147.25	77,217.44	.00	.00		1126.97	78,344.41	16
00683	5,417.00-	71,800.44	.00	.00		1126.97	72,927.41	17
03000								
00686	696.00-	71,104.44	.00	.00		1126.97	72,231.41	23
03000								
03657	2,566.95	73,771.39	.00	.00		1126.97	74,898.36	23
20659	1,126.97	74,898.36	.00	.00	1126.97-	.00	74,898.36	24
03025	1,611.00-	73,287.36	.00	.00	.00	.00	73,287.36	25
03000								
00685	11,526.06-	61,661.32	.00	.00	.00	.00	61,661.32	28
03000								
00686	562.12-	61,299.20	.00	.00	.00	.00	61,299.20	28
03000								
03031	.00	61,299.20	.00	.00	1115.73	1115.73	62,414.93	31
MIRES .00 COLLECTIONS 22,126.96-								
EMPTY COLLECTIONS 1115.73 8 DAYS 2263,215.75 (								
ROCKWELL CO.								
01100003	030122779	61,299.20	.00	.00		1115.73	62,414.93	06/83
00687	1,548.00-	59,951.20	.00	.00		1115.73	61,066.93	07
03000								
03835	6,112.43	66,063.63	.00	.00		1115.73	67,179.36	07
03000								
00688	1,543.69-	64,419.94	.00	.00		1115.73	65,535.67	11
03000								
03920	2,655.50	67,075.84	.00	.00		1115.73	68,191.57	13
03000								
00413	35.00-	67,040.84	.00	.00		1115.73	68,156.57	15
03000								
00690	2,368.25-	64,972.58	.00	.00		1115.73	66,083.31	20
03000								
04004	1,000.35	45,972.93	.00	.00	.00	1115.73	67,039.66	20

DO-HFI-WESTERN/SAN FRANCISCO  
 DO-ALL DIVISIONS  
 DO-ALL DEPARTMENTS  
 DO-ALL SERVICE LINES  
 ALL LOANS AND PARTICIPATIONS

# LOAN ACTIVITY LIST

REPORT:305720(R1W500)RUN 11/11/85 17:30 PAGE 4  
 DATED 11/12/85 COVERING FROM 12/31/82 TO 12/31/83

C124

REPORT CURRENCY000 DOLLAR (US)

#	DOC.	ENTRY	PRINCIPAL BALANCE	REGULAR RESERVES ENTRY	BALANCE	OTHER ENTRY	BALANCE	SERVICE CHARGES ENTRY	BALANCE	NET CASH	DATE MO-PSY
(CONTINUED)											
3	ROCKWOOL CO.										
3	011(0003 030)122779		65,772.93		.00			1115.73	1115.73	67,088.66	04/83
3	20697	1,115.73	67,088.66	.00	.00			1115.73-	.00	67,088.66	20
3	04081	507.49	67,696.15	.00	.00			.00	.00	67,696.15	26
3	04105	1,125.90	68,821.95	.00	.00			.00	.00	68,821.95	27
3	00428	1,071.00-	67,750.95	.00	.00			.00	.00	67,750.95	28
3	0#000										
3	90502	.00	67,750.95	.00	.00			964.20	964.20	68,715.15	30
	WIRES	.00		COLLECTIONS	6,165.95-	EXEMPT COLLECTIONS	964.20	\$ DAYS		1994,711.46	(
3	ROCKWOOL CO.										
3	011(0003 030)122779		67,750.95		.00			964.20	964.20	68,715.15	05/83
3	05293	36,962.23	104,713.18	36,962.23-	36,962.23-			.00	964.20	68,715.15	02
3	04195	2,339.35	107,052.53	.00	36,962.23-			.00	964.20	71,054.50	04
3	03695	2,118.00-	104,934.53	.00	36,962.23-			.00	964.20	68,936.50	05
3	0#000										
3	05659	1,379.67-	103,554.86	.00	36,962.23-			.00	964.20	67,556.85	06
3	0#000										
3	51683	25.00-	103,529.86	.00	36,962.23-			.00	964.20	67,531.83	16
3	0#000										
3	00696	1,122.00-	102,407.86	.00	36,962.23-			.00	964.20	66,409.83	23
3	0#000										
3	20730	964.20	103,372.06	.00	36,962.23-			964.20-	.00	66,409.83	31
3	90531	.00	103,372.06	.00	36,962.23-			1009.15	1009.15	67,418.98	31
	WIRES	.00		COLLECTIONS	4,644.67-	EXEMPT COLLECTIONS	1009.15	\$ DAYS		2093,125.18	(
3	ROCKWOOL CO.										
3	011(0003 030)122779		103,372.06		36,962.23-			1009.15	1009.15	67,418.98	06/83
3	25625	600.00	103,972.06	.00	36,962.23-			.00	1009.15	68,018.98	01
3	06183	37,212.73	141,184.79	37,212.73-	74,174.96-			.00	1009.15	68,018.98	01



WHE-WESTERN/SAN FRANCISCO  
 0-ALL DIVISIONS  
 0000-ALL DEPARTMENTS  
 00-ALL SERVICE LINES  
 ALL LOANS AND PARTICIPATIONS

LOAN ACTIVITY LIST

REPORT: 05/20/80 (05/20/80) RUN 11/11/85 17:30 PAGE 6  
 DATED 11/12/85 COVERING FROM 12/31/82 TO 12/31/85

REPORT CURRENCY: 000 DOLLAR (US)

DOC #	ENTRY	PRINCIPAL	BALANCE	ENTRY	REGULAR RESERVES	BALANCE	ENTRY	OTMER	BALANCE	SERVICE CHARGES	BALANCE	NET CASH	DATE
													AD-POST
(CONTINUED)													
ROCKWELL CO.													
0110003	0301	122779	105,278.15			34,327.99						69,922.37	08/83
90831		.00	105,278.15		.00	34,327.99			1054.03	1054.03	1054.03	70,976.40	31
83183	1/33/87		103,443.98		1,634.47	32,493.52			.00	1054.03	1054.03	70,976.40	31
90831				05-030-021	-SUSPENDED CHG	1,054.03		2,081.82				69,922.37	31
WIRES .00 COLLECTIONS 20.00- EXEMPT COLLECTIONS 1054.03 \$ DAYS 2168,847.50													
ROCKWELL CO.													
0110003	0301	122779	103,443.68			32,493.52						69,922.37	09/83
26301		121.76	103,565.44		.00	32,493.52			.00	1054.03	1054.03	70,044.13	01
00920		20.00	103,565.44		.00	32,493.52			.00	1054.03	1054.03	70,024.13	20
00921		174.60	103,370.94		.00	32,493.52			.00	1054.03	1054.03	69,849.53	21
06839		174.60	103,565.44		.00	32,493.52			.00	1054.03	1054.03	70,024.13	27
20844		1,054.03	104,599.47		.00	32,493.52			1054.03	.00	70,024.13	29	
90930		.00	104,599.47		.00	32,493.52			1066.53	1066.53	71,090.66	30	
93083	1/30/87		103,236.53		1,362.56	31,130.63			.00	1066.53	1066.53	71,090.66	30
90930				05-030-021	-SUSPENDED CHG	1,066.53		3,148.35				70,024.13	30
WIRES .00 COLLECTIONS 194.60- EXEMPT COLLECTIONS 1066.53 \$ DAYS 2101,122.83													
ROCKWELL CO.													
0110003	0301	122779	103,236.53			31,130.63						70,024.13	10/83
09383		67,502.66	98,933.76		.00	31,130.63			.00	1066.53	1066.53	65,721.29	03
26374		568.50	99,502.24		.00	31,130.63			.00	1066.53	1066.53	66,289.79	03
26359		55.50	99,557.74		.00	31,130.63			.00	1066.53	1066.53	66,345.29	03
01025		333.70	99,224.04		.00	31,130.63			.00	1066.53	1066.53	66,011.59	24
01027		20.00	99,204.04		.00	31,130.63			.00	1066.53	1066.53	65,991.59	27
20912		1,066.53	100,270.57		.00	31,130.63			1066.53	.00	65,991.59	27	

6-MFI-WESTERN/SAN FRANCISCO  
 0-ALL DIVISIONS  
 0000-ALL DEPARTMENTS  
 03-ALL SERVICE LINES  
 ALL LOANS AND PARTICIPATIONS

# LOAN ACTIVITY LIST

REPORT: 805720 (RQ#300) RUN 11/11/85 17:30 PAGE 7  
 DATED 11/12/85 COVERING FROM 12/31/82 TO 12/31/83

C124

REPORT CURRENCY 000 DOLLAR (US)

DOC.	PRINCIPAL	REGULAR RESERVES	OTHER	SERVICE CHARGES	NET	DATE
ENTRY	ENTRY	ENTRY	ENTRY	ENTRY	CASH	MO-PST
	BALANCE	BALANCE	BALANCE	BALANCE		
(CONTINUED)						
ROCKWOOL CO.						
0110003 030122779	100,270.57	31,130.63		.00	65,991.59	10/83
11031	.00	31,130.63		1071.34	67,062.93	31
11031	1,695.34	29,435.29		.00	67,062.93	31
11031	05-030-021	-SUSPENDED CHG	1,071.34	4,219.69	65,991.59	31
WIRES	.00	COLLECTIONS	4,656.54	EXEMPT COLLECTIONS	1071.34	8 DAYS 2082,363.47
ROCKWOOL CO.						
0110003 030122779	98,575.23	29,435.29			65,991.59	11/83
16816	255.05	29,435.29		.00	66,246.64	01
11114	333.70	29,435.29		.00	65,912.94	14
04003						
10943	1,071.34	29,435.29		1071.34	65,912.94	16
11130	1,295.06	28,140.23		.00	65,912.94	30
1201	.00	28,140.23		1040.01	66,952.95	30
1201	05-030-021	-SUSPENDED CHG	1,040.01	5,259.70	65,912.94	30
WIRES	.00	COLLECTIONS	333.70	EXEMPT COLLECTIONS	1040.01	8 DAYS 1982,765.31
ROCKWOOL CO.						
0110003 030122779	98,272.86	28,140.23			65,912.94	12/83
7094	55,000.00	28,140.23		.00	120,912.94	02
1212	555.00	28,140.23		.00	120,357.94	12
04000						
1214	55,000.00	28,140.23		.00	65,357.94	14
04003						
0971	1,040.01	28,140.23		1040.01	65,357.94	22
1230	.00	28,140.23		1489.97	66,847.91	31
1231	1,489.97	26,650.26		.00	66,847.91	31
1230	05-030-021	-SUSPENDED CHG	1,489.97	6,749.67	65,357.94	31
ACCT ENDING	BALANCE	05-030-021	-SUSPENDED CHG	6,749.67		
CL DAYS#03 WIRES	.00	COLLECTIONS	55,555.00	EXEMPT COLLECTIONS	1489.97	8 DAYS 2693,691.11
BEGINNING	76,133.85	.00	.00	.00	76133.85	
RECEIPTS	11,532.57	.00	.00	.00	114582.57	
DISBS.	23,805.51	.00	.00	.00	93805.51	
JOURNALS	61,911.10	26,650.26	6,749.67	1489.97	10001.14	
ENDING BAL	97,267.90	26,650.26	6,749.67	1489.97	65357.94	

1-WFI-WESTERN/SAN FRANCISCO  
 1-ALL DIVISIONS  
 1000-ALL DEPARTMENTS  
 10-ALL SERVICE LINES  
 ALL LOANS AND PARTICIPATIONS

# LOAN ACTIVITY LIST

REPORT:305720(R2#500)RUN 11/11/85 17:30 PAGE 9  
 DATED 11/12/85 COVERING FROM 12/31/82 TO 12/31/83

REPORT CURRENCY000 DOLLAR (US)

DOC. #	PRINCIPAL ENTRY-----BALANCE	REGULAR RESERVES ENTRY-----BALANCE	O T H E R ENTRY-----BALANCE	SERVICE CHARGES ENTRY-----BALANCE	NET CASH	DATE AD-PST
GRAND TOTALS *****						
BEGINNING	76,133.86	.00	.00	.00	76133.86	
RECEIPTS	114,582.57-	.00	.00	.00	114582.57-	
DISBS.	93,805.51	.00	.00	.00	93805.51	
JOURNALS	41,911.10	25,650.26-	6,749.67-	1489.97	10001.14	
ENDING BAL	97,267.90	26,650.26-	6,749.67-	1489.97	65357.94	

DATE	TRANS N	TYPE	REF N	DEBIT
MTD				

CREDIT	LOAN	ACCOUNT	MTD-BALANCE

PAGE	PERIOD ENDING	RUN DATE	REPORT	PARTICIPANT/REMARKS
1	12/31/77	1/10/78	1	1
2	12/31/77	1/10/78	2	2
3	12/31/77	1/10/78	3	3
4	12/31/77	1/10/78	4	4
5	12/31/77	1/10/78	5	5
6	12/31/77	1/10/78	6	6
7	12/31/77	1/10/78	7	7
8	12/31/77	1/10/78	8	8
9	12/31/77	1/10/78	9	9
10	12/31/77	1/10/78	10	10
11	12/31/77	1/10/78	11	11
12	12/31/77	1/10/78	12	12
13	12/31/77	1/10/78	13	13
14	12/31/77	1/10/78	14	14
15	12/31/77	1/10/78	15	15
16	12/31/77	1/10/78	16	16
17	12/31/77	1/10/78	17	17
18	12/31/77	1/10/78	18	18
19	12/31/77	1/10/78	19	19
20	12/31/77	1/10/78	20	20
21	12/31/77	1/10/78	21	21
22	12/31/77	1/10/78	22	22
23	12/31/77	1/10/78	23	23
24	12/31/77	1/10/78	24	24
25	12/31/77	1/10/78	25	25
26	12/31/77	1/10/78	26	26
27	12/31/77	1/10/78	27	27
28	12/31/77	1/10/78	28	28
29	12/31/77	1/10/78	29	29
30	12/31/77	1/10/78	30	30
31	12/31/77	1/10/78	31	31
32	12/31/77	1/10/78	32	32
33	12/31/77	1/10/78	33	33
34	12/31/77	1/10/78	34	34
35	12/31/77	1/10/78	35	35
36	12/31/77	1/10/78	36	36
37	12/31/77	1/10/78	37	37
38	12/31/77	1/10/78	38	38
39	12/31/77	1/10/78	39	39
40	12/31/77	1/10/78	40	40
41	12/31/77	1/10/78	41	41
42	12/31/77	1/10/78	42	42
43	12/31/77	1/10/78	43	43
44	12/31/77	1/10/78	44	44
45	12/31/77	1/10/78	45	45
46	12/31/77	1/10/78	46	46
47	12/31/77	1/10/78	47	47
48	12/31/77	1/10/78	48	48
49	12/31/77	1/10/78	49	49
50	12/31/77	1/10/78	50	50
51	12/31/77	1/10/78	51	51
52	12/31/77	1/10/78	52	52
53	12/31/77	1/10/78	53	53
54	12/31/77	1/10/78	54	54
55	12/31/77	1/10/78	55	55
56	12/31/77	1/10/78	56	56
57	12/31/77	1/10/78	57	57
58	12/31/77	1/10/78	58	58
59	12/31/77	1/10/78	59	59
60	12/31/77	1/10/78	60	60
61	12/31/77	1/10/78	61	61
62	12/31/77	1/10/78	62	62
63	12/31/77	1/10/78	63	63
64	12/31/77	1/10/78	64	64
65	12/31/77	1/10/78	65	65
66	12/31/77	1/10/78	66	66
67	12/31/77	1/10/78	67	67
68	12/31/77	1/10/78	68	68
69	12/31/77	1/10/78	69	69
70	12/31/77	1/10/78	70	70

SCHEDULES-GROSS  
SCHEDULES-IN  
GROSS COLLECT  
CASH COLLECT  
INVENTORY IN  
INVENTORY OUT

SCHEDULES-GROSS  
SCHEDULES-IN  
GROSS COLLECT  
CASH COLLECT  
INVENTORY IN  
INVENTORY OUT

71:357-06  
69:273-00  
6:610-50

CO: 16  
 LOC: 82  
 DIV: 30  
 WALTER E. MELLER WESTERN-LOS ANGELES  
 LOS ANGELES, CALIF  
 EDWIN L. FINANCE

DATE TRANS: 6 TYPE: REF: 0

DEBIT

CREDIT

LOAN

MTD-BALANCE

PARTICIPANT/REMARKS

PERIOD ENDING  
 RUN DATE  
 REPORT

01210 0000175 JOURNAL .0 746.00

30 SYSTEM JOURNAL 43005.0 1.061.21

1.061.21

3,829.07-

765.01

746.00-

72,063.06

69,273.00

3,549.69

GROSS RECEIVABLE

INELIGIBLE

READ RES

AVAIL HELD TC

AVAIL HELD LC

AVAIL HELD FC

AVAILABILITY

LOAN

GROSS RECEIVABLE

INELIGIBLE

READ RES

AVAIL HELD TC

AVAIL HELD LC

AVAIL HELD FC

AVAILABILITY

LOAN

GROSS RECEIVABLE

INELIGIBLE

READ RES

AVAIL HELD TC

AVAIL HELD LC



DATE	TRANS #	TYPE	REF #	DEBIT	CREDIT	
						CLIENT 6827

U.S. ROCKWELL CO INC  
CREDIT LOAN ACCOUNT

6827  
MTD-245462

## PARTICIPANT/REVIEWERS

**PERIOD ENJOINS  
NEW DATE  
REPORT**

31 SYSTEM JOURNAL 53105.0 1.112.39

1,112,391

**SYC RECEIVABLES**  
**SYC INCOME**

7-723-24

	GR	GROSS	765.81
	RR	INELIGIBLE	
	RR	READ RES	
	RR	UNAPP CASH	
	RR	NAIL HELD TB	
	RR	NAIL HELD MC	
	RR	NAIL HELD LC	
	RR	NAIL HELD FM	
	RR	AVAILABILITY	
	RR	LOAN ---	
	RR	S/C RECEIVABLE	
	RR	GROSS	
	IL	INELIGIBLE	
	IL	READ RES	
	IL	AVAILABILITY	
	CH	LOAN ---	
	CH	GROSS	
	CH	INELIGIBLE	
	CH	READ RES	
	CH	AVAILABILITY	
	CH	LOAN ---	
	CH	LOAN ---	

SITE: 07  
 CO: 165  
 LOC: 09  
 DIV: 30  
 HELPER FINANCIAL, INC.-WESTERN-L.A.  
 LOS ANGELES, CALIF  
 COMM'L. FINANCE

CLIENT 6827 U.S. ROCKWELL CO INC

DATE TRANS # TYPE REF # DEBIT CREDIT

MTD MTB

MTD-BALANCE

PARTICIPANT/REMARKS

6827 (CONTINUED)  
 PERIOD ENDING 05-31-71  
 RUN DATE 05-31-71  
 REPORT REPORT  
 ADD'LS

ACCOUNTS RECEIVABLE

GROSS INELIGIBLE 3,829.87

READ RES 765.81

UNAPP CASH

AVAIL. HELD TC

AVAIL. HELD LC

AVAIL. HELD FM

AVAILABILITY

LOAN

GROSS RECEIVABLE

INELIGIBLE

READ RES

AVAILABILITY

LOAN

GROSS

SCHEDULES-GROSS

GROSS COLLECT

CASH IN

INVENTORY IN

INVENTORY OUT

SUM OF TRANS TYPE 04 GC FIELD  
 SUM OF TRANS TYPE 05 GC FIELD  
 SUM OF TRANS TYPE 06 GC FIELD  
 SUM OF TRANS TYPE 07 GC FIELD

71,337.06  
 68,273.80  
 7,723.24



SYSTEM JOURNAL 23105.0

**1,000.00**


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18.11.08





60-NFL-DESTER/SAN FRANCISCO  
 DO-ALL DIVISIONS  
 D000-ALL DEPARTMENTS  
 D00-ALL SERVICE LINES  
 ALL LOANS AND PARTICIPATIONS

REPORT CURRENCY: 000 DOLLAR (US)

DOC.	ENTRY	PRINCIPAL	REGULAR RESERVES	OTHER	SERVICE CHARGES	NET	DATE
		BALANCE	BALANCE	BALANCE	BALANCE	CASH	AO-POST
(CONTINUED)							
ROCROUC CU							
5 011(0003 030)122779		76,133.96	3,412.79-		1232.43	60,733.42	12/84
27473		105.70	76,261.66		1232.43	60,839.12	14
07277		3,327.07-	72,934.59		1232.43	57,010.09	17
5 04000							
03112		72,432.59-		3,412.79		12,009.73-	31
03112						13,262.16-	31
03112						6,749.67	31
ACCT	ENDING	BALANCE 05-00-021	-SUSPENDED CHG	19,991.45	6,749.67	1232.43-	
			-SUSPENDED CHG		6,749.67		
CC DAYS=03 LINES .00 COLLECTIONS 10,216.32- EXEMPT COLLECTIONS 69019.80- 5 DAYS 1862,248.85 (1							
BEGINNING		97,267.90	26,650.26-		.00	1489.97	72107.61
RECEIPTS		42,137.38-	.00		.00	52132.58-	
DISBS-		9,990.09	.00		.00	9990.09	
JOURNALS		65,120.61-	26,650.26		6,749.67	1489.97-	33210.45-
ENDING BAL		.00	.00		6,749.67	.00	6749.67
GRAND TOTALS *****							
BEGINNING		97,267.90	26,650.26-		.00	1489.97	72107.61
RECEIPTS		42,137.38-	.00		.00	42137.38-	
DISBS-		9,990.09	.00		.00	9990.09	
JOURNALS		65,120.61-	26,650.26		6,749.67	1489.97-	33210.45-
ENDING BAL		.00	.00		6,749.67	.00	6749.67

166-MFI-WESTERN/SAN FRANCISCO  
 100-ALL DIVISIONS  
 10000-ALL DEPARTMENTS  
 1000-ALL SERVICE LINES  
 100-ALL LOANS AND PARTICIPATIONS

## L O A N A C T I V I T Y L I S T

REPORT: 90S72Q(R9023) RUN 11/06/85 3:39 PAGE 1  
 DATED 11/07/85 COVERING FROM 1/01/84 TO 1/01/85

C124

REPORT CURRENCY: 000 DOLLAR (US)

TCN	DOC.	PRINCIPAL	REGULAR RESERVES	OTHER	SERVICE CHARGES	NET	DATE
#	#	ENTRY-----BALANCE	ENTRY-----BALANCE	ENTRY-----BALANCE	ENTRY-----BALANCE	CASH	AO-POST
1. ROCKWOOL CO.							
103	011(0003 030)122779	97,287.90	26,650.26-		1489.97	72,107.61	01/84
	ACCT BEGINNING BALANCE 05-030-021		-SUSPENDED CHG	777777777777	.00	72,107.61	
11	27307	903.41 98,171.31	.00 26,650.26-		.00 1489.97	73,011.02	03
103							
11	00112	333.70- 97,837.61	.00 26,650.26-		.00 1489.97	72677.32	12
103	0#000						
11	00117	25.00- 97,812.61	.00 26,650.26-		.00 1489.97	72,652.32	17
103	0#000						
11	20995	1,489.97 99,302.58	.00 26,650.26-		1489.97- .00	72,652.32	20
103							
13	90131	.00 99,302.58	.00 26,650.26-		1112.12 1112.12	73,764.44	31
13	00131	2,015.53- 97,287.05	2,015.53 26,634.73-		.00 1112.12	73,764.44	31
103							
13	90131	05-030-021	-SUSPENDED CHG	1,112.12- 1,112.12-		72,652.32	00/31
	FINES	.00	COLLECTIONS 358.70-	EXEMPT COLLECTIONS	1112.12 8 DAYS	2255,597.92	(
2. ROCKWOOL CO.							
103	011(0003 030)122779	97,287.90	26,634.73-		1112.12	72,652.32	02/84
11	27589	1,105.95 98,396.00	.00 26,634.73-		.00 1112.12	73,761.27	01
103							
11	60213	2,249.70- 96,146.30	.00 26,634.73-		.00 1112.12	71,311.57	13
103	0#000						
11	21019061,112.12	97,258.42	.00 26,634.73-	1112.12-	.00	71,311.57	16
15	00229	2,164.01- 99,074.41	2,164.01 22,470.72-		.00 .00	71,311.57	29
103							
10	90229	.00 95,004.41	.00 22,470.72-	1055.06 1055.06		72,566.63	29
10	90229	05-030-021	-SUSPENDED CHG	1,055.06- 2,167.18-		71,311.57	29
	FINES	.00	COLLECTIONS 2,249.70-	EXEMPT COLLECTIONS	1055.06 8 DAYS	2101,886.99	(
3. ROCKWOOL CO.							
103	011(0003 030)122779	95,074.41	22,470.72-		1055.06	71,311.57	03/84
11	27845	257.15 95,331.56	.00 22,470.72-		.00 1055.06	71,768.72	01
103							
11	21046	1,055.06 96,406.62	.00 22,470.72-	1055.06-	.00	71,768.72	22
103							
12	00331	1,387.24- 95,019.38	1,387.24 21,035.48-	.00	.00	71,768.72	31
103							
4	95402	.00 95,019.38	.00 21,085.48-	1130.09 1130.09	0472,898.81		31



166-WFI-WESTERN/SAN FRANCISCO  
 00-ALL DIVISIONS  
 1.0000-ALL DEPARTMENTS  
 000-ALL SERVICE LINES  
 E ALL LOANS AND PARTICIPATIONS

LOAN ACTIVITY LIST

REPORT:805720(R2#023)RUN 11/06/85 3:39 PAGE 2  
 DATED 11/07/85 COVERING FROM 1/01/84 TO 1/01/85

REPORT CURRENCY000 DOLLAR (US)

LN	DOC	ENTRY	PRINCIPAL	REGULAR RESERVES	OTHER	SERVICE CHARGES	NET	DATE
#	#		ENTRY	ENTRY	ENTRY	ENTRY	CASH	AO-POST
			BALANCE	BALANCE	BALANCE	BALANCE		
(CONTINUED)								
63	011(0003 030)	122779	95,019.38	21,083.48-		1130.09	72,898.81	03/84
6	90402		05-030-021	-SUSPENDED CHG	1,130.09-	3,297.27-	71,768.72	31
		WIRES	.00	COLLECTIONS	.00	EXEMPT COLLECTIONS	1130.09	8 DAYS
							2225,960.41	(
63	011(0003 030)	122779	95,019.38	21,083.48-		1130.09	71,768.72	04/84
1	28162	373.90	95,393.19	.00	21,083.48-	.00	72,162.92	Q2
1	21084	1,130.09	96,523.27	.00	21,083.48-	1130.09-	72,142.52	25
3	00630	1,520.92-	95,002.35	1,520.92	19,562.56-	.00	72,142.52	30
7	90430	.00	95,002.35	.00	19,562.56-	1147.12	73,289.64	30
7	90430		05-030-021	-SUSPENDED CHG	1,147.12-	4,444.39-	72,142.52	30
		WIRES	.00	COLLECTIONS	.00	EXEMPT COLLECTIONS	1147.12	8 DAYS
							2165,048.92	(
63	011(0003 030)	122779	95,002.35	19,562.56-		1147.12	72,142.52	05/84
1	28457	310.40	95,312.75	.00	19,562.56-	.00	72,452.92	01
1	21109	1,147.12	96,459.87	.00	19,562.56-	1147.12-	72,452.92	16
3	00531	1,551.97-	94,907.90	1,551.97	18,010.59-	.00	72,452.92	31
7	90531	.00	94,907.90	.00	18,010.59-	1241.57	73,694.49	31
7	90531		05-030-021	-SUSPENDED CHG	1,241.57-	5,685.96-	72,452.92	31
		WIRES	.00	COLLECTIONS	.00	EXEMPT COLLECTIONS	1241.57	8 DAYS
							2247,282.09	(
63	011(0003 030)	122779	94,907.90	18,010.59-		1241.57	72,452.92	06/84
1	28402	329.80	95,237.70	.00	18,010.59-	.00	72,782.72	01
1	21129	1,241.57	96,479.27	.00	18,010.59-	1241.57-	72,782.72	11
3	00630	1,588.57-	94,890.70	1,588.57	16,422.02-	.00	72,782.72	30
6	90629	.00	94,890.70	.00	16,422.02-	1258.77	74,041.49	30



160-HFI-WESTERN/SAN FRANCISCO  
 .00-ALL DIVISIONS  
 T.0000-ALL DEPARTMENTS  
 .000-ALL SERVICE LINES  
 E ALL LOANS AND PARTICIPATIONS

L O A N A C T I V I T Y L I S T

REPORT:R05720(R00023)RUN 11/06/85 3:39 PAGE 3  
 DATED 11/07/85 COVERING FROM 1/01/84 TO 1/01/85

C124

REPORT CURRENCY000 DOLLAR (US)

CH	DOC.	ENTRY	PRINCIPAL	REGULAR RESERVES	OTHER	SERVICE CHARGES	NET	DATE
#	#		BALANCE	ENTRY	BALANCE	ENTRY	CASH	AO-PST
(CONTINUED)								
3	011(0003 030)	122779	94,390.70		16,422.02-		1258.77	74,041.49 06/84
3	90629		05-030-021	-SUSPENDED CHG	1,258.77-	6,944.73-		72,782.72 30
		WIRES	.00	COLLECTIONS	.00	EXEMPT COLLECTIONS	1258.77 \$ DAYS	2184,740.37 (
ROCKWOOL CO.								
3	011(0003 030)	122779	94,390.70		16,422.02-		1258.77	72,782.72 07/84
3	29172		601.05		16,422.02-		1258.77	73,383.72 02
3	00716	12,096.59-	83,395.16	.00	16,422.02-	.00	1258.77	61,287.18 16
3	00000							
3	21189	1,258.77	84,653.93	.00	16,422.02-	1258.77-	.00	61,287.18 23
3	90731	.00	84,653.93	.00	16,422.02-	1279.54	1279.54	62,566.72 31
3	00731	1,380.59-	82,773.34	1,850.59	14,541.43-	.00	1279.54	62,566.72 31
3	90731		05-030-021	-SUSPENDED CHG	1,279.54-	8,224.27-		61,287.18 31
		WIRES	.00	COLLECTIONS	12,096.59-	EXEMPT COLLECTIONS	1279.54 \$ DAYS	2082,029.92 (
ROCKWOOL CO.								
3	011(0003 030)	122779	82,773.34		14,541.43-		1279.54	61,287.18 08/84
3	29494		1,674.33		14,541.43-	.00	1279.54	62,961.51 01
3	21204	1,279.54	95,727.21	.00	14,541.43-	1279.54-	.0	62,961.51 15
3	00831	2,884.98-	82,842.23	2,884.98	11,656.45-	.00	.00	62,961.51 31
3	90831	.00	82,842.23	.00	11,656.45-	1210.65	1210.65	64,172.16 31
3	90831		05-030-021	-SUSPENDED CHG	1,210.65-	6,434.92-		62,961.51 31
		WIRES	.00	COLLECTIONS	.00	EXEMPT COLLECTIONS	1210.65 \$ DAYS	1953,017.46 (
ROCKWOOL CO.								
3	011(0003 030)	122779	82,842.23		11,656.45-		1210.65	62,961.51 09/84
3	29736		3,507.90		11,656.45-	.00	1210.65	66,469.41 05
3	00139	17,049.93-	69,300.20	.00	11,656.45-	.00	1210.65	69,419.48 11
3	00000							
3	21236	17,049.93	86,350.13	.00	11,656.45-	.00	1210.65	66,469.41 11

166-MFI-WESTERN/SAN FRANCISCO  
 00-ALL DIVISIONS  
 0000-ALL DEPARTMENTS  
 000-ALL SERVICE LINES  
 E ALL LOANS AND PARTICIPATIONS

LOAN ACTIVITY LIST

REPORT:905720(R0#023)RUN 11/06/95 3:9 PAGE 4  
 DATED 11/07/95 COVERING FROM 1/01/84 TO 1/01/85

C124

REPORT CURRENCY000 DOLLAR (US)

DOC.	PRINCIPAL	REGULAR RESERVES	J T H E R	SERVICE CHARGES	NET	DATE
#	ENTRY	BALANCE	ENTRY	BALANCE	ENTRY	AO-POST
#					CASH	
(CONTINUED)						
3 011(0003 030)122779	86,350.15	11,036.43-		1210.65	66,469.41	09/84
21233	1,210.65	97,560.79	.00	11,036.43-	1210.65-	.00 66,469.41 12
3 00930	4,777.52-	82,783.25	4,777.52	6,878.93-	.00	.00 66,469.41 30
3 90928	.00	82,783.26	.00	6,878.93-	1269.62	1269.62 67,739.03 30
90928		05-030-021	-SUSPENDED CHG	1,269.62-	10,704.54-	66,469.41 0
	WIRES .00	COLLECTIONS 17,049.93-	EXEMPT COLLECTIONS 18319.35	8 DAYS	1981,320.32	(
ROCKWOOL CO.						
3 011(0003 030)122779	82,793.26	6,878.93-		1269.62	66,469.41	10/84
29937	525.50	53,608.85	.00	6,878.93-	.00	1269.62 67,095.01 01
3 01016	166.34-	93,242.52	.00	6,878.93-	.00	1269.62 66,928.67 16
3 00000						
21260	1,269.62	84,512.14	.00	6,878.93-	1269.62-	.00 66,928.67 16
3 01031	2,041.71-	82,470.43	2,041.71	4,837.22-	.00	.00 66,928.67 31
3 91031	.00	82,470.43	.00	4,837.22-	1305.21	1305.21 68,233.88 31
91031		05-030-021	-SUSPENDED CHG	1,305.21-	12,009.75-	66,928.67 31
	WIRES .00	COLLECTIONS 166.34-	EXEMPT COLLECTIONS 1305.21	8 DAYS	2078,589.08	(
ROCKWOOL CO.						
3 011(0003 030)12279	82,470.43	4,937.22-		1305.21	66,928.67	11/84
30229	145.00	82,615.43	.00	4,837.22-	.00	1305.21 67,073.67 01
3 21282	1,305.21	83,920.64	.00	4,837.22-	1305.21-	.00 67,073.67 19
3 01127	6,387.23-	77,533.39	.00	4,837.22-	.00	.00 60,686.42 27
3 00000						
27261	47.00	77,580.39	.00	4,837.22-	.00	.00 60,733.42 28
91130	.00	77,580.39	.00	4,837.22-	1232.43	1232.43 61,965.85 30
01130	1,424.43-	76,155.96	1,424.43	3,412.79-	.00	1232.43 61,965.85 30
91130		05-030-021	-SUSPENDED CHG	1,232.43-	13,242.18-	60,733.42 30

# U.S. ROCKWOOL RECONCILIATION

App. iii

	(1)	(2)	(3)	(4)	(5)	L I N E N O.
1984 366 DAY BASE	ADVANCES	LEGAL FEES	INTEREST	COLLECTIONS	BALANCE DUE:	
1985 365 " "					71780.48	1
19 1/4% (37.75)			1170.25		72950.73	2
		329.80			73280.53	3
19 3/4% (39.54)			1186.20		74466.73	4
		601.05			75067.78	5
19 3/4% 12 39.54 31.38 14 40.58 50.7- 16 43.98 54.68			1150.22	<12.086.51>	62957.19	6
		1674.33			64721.41	7
19 3/4% (35.50)			1100.50		65721.91	8
		3507.90			66828.81	9
19 1/2% 40 35.64 142.56 26 37.51 97.26			1117.82		70446.14	10
		625.60			71521.96	11
18 3/4% 15 36.96 534.40 16 36.97 589.22			1114.32	<166.24>	71981.22	12
		145-			73125.54	13
18 3/4% 26 36.03 936.78 4 32.89 121.56			1068.34	<6387.25>	73270.54	14
		105.70			66883.29	15
17 1/2% 15 35.39 422.57 2 32.57 97.42 15 32.57 422.57			980.64	<3829.07>	67951.63	16
17 1/4% (30.81)		365.33	955.11		68057.33	17
17 1/4% (31.44)		882.32	880.32	<746->	64228.26	18
17 1/4% (31.92)		2477.60	989.52		65208.90	19
17 1/4% (34.03)		206.94	1020.90		66529.34	20
16 3/4% (33.61)		168.99	1041.91		67545.98	21
16 3/4% (33.41)		3790.80	994.20		72013.10	22
16 3/4% (35.27)		115.50	1093.37		73240.94	23
16 3/4% (35.81)		222.99	1110.11		74451.84	24
16 3/4% (36.40)		2.21	1092-		79236.84	25
16 3/4% (36.89)		120.80	1148.59		80445.71	26
16 3/4% (37.45) 24 DAYS		1044.75	898.80		81778.81	27
					82873.02	28
					84137.51	29
					86081.06	30
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IN THE THIRD JUDICIAL DISTRICT COURT OF SALT LAKE COUNTY  
STATE OF UTAH

—oo0oo—

WALTER E. HELLER WESTERN  
INCORPORATED, a California  
corporation,

Plaintiff,

v.

U. S. ROCK WOOL COMPANY,  
INC., a Utah corporation;  
V. ROSS EKINS; S. O.  
EKINS; AMERICAN SAVINGS  
& LOAN CORPORATION,  
a Utah Savings & Loan  
corporation; VALLEY BANK &  
TRUST COMPANY, a Utah banking  
corporation; U.S. ROCK WOOL  
COMPANY DEFINED BENEFIT  
TRUST; and FIRST INTERSTATE  
BANK, formerly known as  
WALKER BANK & TRUST COMPANY,  
a Utah banking corporation,

Defendants.

ORDER RESPECTING PARTIAL  
SUMMARY JUDGMENT

Civil No. C-83-2368  
(Judge David B. Dee)

—oo0oo—

The motion of plaintiff, Walter E. Heller Western Incorporated ("Heller") for partial summary against defendant, U. S. Rock Wool Company, Inc. ("Rock Wool"), came on regularly for hearing on May 3, 1984, before the Honorable David B. Dee, judge presiding. Plaintiff was represented by its counsel, John T.

Anderson of Hansen Jones Maycock & Leta. Rock Wool was represented by its counsel, Anna W. Drake of Nielsen & Senior. Defendants, V. Ross Ekins and S. O. Ekins were represented by their counsel, Earl D. Tanner, Jr. of Tanner, Bowen & Tanner. The court having considered and reviewed the pleadings and papers of record and having heard the arguments, representations and stipulations of counsel respecting the issues embodied by Heller's motion, and good cause appearing for the entry of an order formally approving the parties' stipulated settlement of said issues, it is hereby

ORDERED that Heller's books and records of account attached to the Affidavit of James E. Hillman dated March 8, 1984, show the outstanding balance claimed by Heller under that certain Accounts Receivable Loan Agreement dated December 27, 1979 (the "Loan Agreement"), to be the sum of \$73,678.75 (the "Indebtedness"), as of March 1, 1984; and it is further

ORDERED that the issue of Rock Wool's liability to Heller under the Loan Agreement for the period subsequent to March 1, 1984, shall be, and the same hereby is, reserved for trial; and it is further

ORDERED that nothing contained in this order shall limit the rights of Rock Wool to seek to establish setoffs or damages against the Indebtedness or to make application with the United States Bankruptcy Court for the District of Utah pursuant to 11 U.S.C. § 506 for the purpose of challenging Heller's entitlement to accrued post-petition interest, delinquency charges and attorneys' fees embodied by both the Indebtedness and any subsequent order of this court; and it is further

ORDERED that Heller's counsel shall, within a reasonable period of time, provide Rock Wool's counsel with documents sufficient to enable Rock Wool to determine the identity of account debtors from whom Heller has collected monies pursuant to the Loan Agreement since the date on which Heller filed its complaint herein.

DATED this \_\_\_\_ day of May, 1984.

BY THE COURT:

David B. Dee, District Judge

APPROVED AS TO FORM:

Anna W. Drake  
Anna W. Drake, Esq.  
Attorney for Defendant, U. S.  
Rock Wool Company, Inc.