5. In addition to those expressed hereinabove, Indemnitor has certain other obligations to Surety as contained in the following described instruments:

A certain Agreement of Indemnity-Specific, dated June 7, 1971, wherein Pacer Industries Corporation is "Indemnitor" and Interstate Fire Insurance Company is "Surety" and a certain Security Agreement and Pledge of Personal Property, dated June 7, 1971, wherein Pacer Industries Corporation is "Indemnitor" and Interstate Fire Insurance Company is "Surety."

By this reference thereto, the above described instruments are incorporated herein as if set out verbatim in this instrument.

6. To secure performance and payment of Indemnitor's obligations, and each of them, to Surety pursuant to paragraphs numbered "3," "4," and "5" hereinabove and the instruments to which reference is therein made, Indemnitor herewith signs, seals, delivers, and executes the security deed, or mortgage, that is attached hereto and incorporated herein by this reference thereto; and Indemnitor consents to the proper recordation or filing of that mortgage as a separate instrument.

7. IN WITNESS WHEREOF, Indemnitor has hereunto set hand and seal the day and year first above written.

ATTEST

PACER INDUSTRAFS CORPORATION (L.S.)

President

8. The foregoing Security Agreement and Deed to Secure Debt or Mortgage with Power of Sale was signed, sealed, and delivered in the presence of the undersigned on the date and year first above written.

Notary Public

Nolary Public, Gaorgia, State of Large My Commission Expires April 19, 1975