AGREEMENT OF LEASE made as of the 12th day of March 1971.

RECORDATION NO. 6172 Filed & Recorded

JUN 2 1971 -3 12 PM

INTERSTATE COMMERCE COMMISSION

BETWEEN:

IAC LIMITED,
a body politic and corporate duly incorporated under the laws of Canada, having its Head Office at the City of Toronto, in the Province of Ontario, (hereinafter called the "Lessor"),

PARTY OF THE FIRST PART,

AND:

APPROVED AS TO FORM
S.P.M.
Counsel

CANADIAN PACIFIC RAILWAY COMPANY,
a body politic and corporate duly incorporated under the laws of Canada, having its Head Office at the City of Montreal, in the Province of Quebec, (hereinafter called the "Lessee"),

PARTY OF THE SECOND PART.

WHEREAS by Leased Equipment Purchase Order Number LCP-1 dated February 1, 1971 (hereinafter called the "Purchase Order") the Lessor purchased from Greenville Steel Car Company for the purpose of leasing to the Lessee seven (7) 86'6" high cube box cars more specifically described in Schedule "A" hereto and hereinafter referred to collectively as the "Equipment" and individually as "Unit of Equipment".

AND WHEREAS the Equipment is to be delivered by Greenville Steel Car Company to the Lessor on or about March 3, 1971.

AND WHEREAS the Lessee desires to lease the Equipment from the Lessor upon the terms and conditions hereinafter set forth.

NOW THIS AGREEMENT WITNESSES that in consideration of the premises and of the mutual covenants and agreements herein contained, the Lessor and the Lessee covenant and agree as follows:

1. LEASING

The Lessor hereby leases to the Lessee the Equipment and the Lessee hereby leases the Equipment from the Lessor for a term commencing on the 12th day of March, 1971 and ending, subject to paragraph 5, on the 11th day of March, 1986.

2. DELIVERY

Simultaneously with the completion of the construction of each Unit of Equipment and the delivery to and acceptance thereof by the Lessor at Greenville,

Pennsylvania, the Lessor shall tender each Unit of Equipment to the Lessee at Greenville, Pennsylvania, and the Lessee, after satisfying itself that each Unit of Equipment appears to have been constructed in accordance with the specifications, and is in a condition satisfactory to the Lessee, shall accept delivery thereof. Notwithstanding anything otherwise provided herein, the Lessor shall not be required to deliver to the Lessee any Unit of Equipment, unless and until such Unit of Equipment has been delivered to the Lessor by Greenville Steel Car Company and accepted by the Lessor at Greenville, Pennsylvania, U.S.A.

3. RENTAL

As rental for the Equipment, the Lessee shall pay to the Lessor at the Lessor's office in the Town of Mount Royal, Quebec, monthly in advance, on the 12th day of each and every month, commencing on the 12th day of March, 1971 and, subject to paragraph 5, continuing to and including the 12th day of February, 1986 an amount determined by multiplying the Lessor's net equipment cost (as hereinafter defined) paid by it for the purchase of the Equipment and each and every Unit of Equipment, by the monthly rental rate. The monthly rental amount per car is Three Hundred Thirty-Nine Dollars and Eighty-Nine Cents ($339.89) CAN. based on a net equipment cost per car of Thirty-Two Thousand, Four Hundred and One Dollars and Forty-Six Cents ($32,401.46) CAN. forming a total monthly rental amount of Two Thousand, Three Hundred and Seventy-Nine Dollars and Twenty-Three Cents ($2,379.23) CAN.

4. NET EQUIPMENT COST

The term "net equipment cost" as used in this lease agreement shall mean the total of all amounts required to be expended or incurred by the Lessor for the purchase of the Equipment including all sales, excise, customs and other taxes or levies and transportation or related expenses, all as provided for in the Purchase Order, and as may be incurred by the Lessee on behalf of the Lessor with respect to the Equipment.

5. EARLY TERMINATION

Notwithstanding anything to the contrary herein provided, the Lessee may terminate this lease, provided the Lessee is not in default hereunder, on the 12th day of March in any of the years, 1981, 1982, 1983, 1984 and 1985 by giving to the Lessor written notice of its intention to terminate this lease not less than six (6) months prior to the effective date of such early termination, and by paying to the Lessor on the effective date of such early termination

as compensation therefor the amount payable on the effective date of such early termination as provided in Schedule "B" hereto.

6. USE, OPERATION AND MAINTENANCE OF THE EQUIPMENT

6.1 Use

The Lessee shall have the full use of the Equipment and may employ the Equipment in any lawful trade for which the Equipment is fitted.

6.2 Operation

The Lessee shall have exclusive possession and control of the Equipment and shall use, operate, store and manage the Equipment at its own expense throughout the term of this lease.

6.3 Maintenance

Subject to paragraph 8 hereof, the Lessee shall be charged with the full responsibility for maintenance and repair of the Equipment throughout the term of this lease and shall at its expense at all times maintain and preserve the Equipment in good condition, working order and repair, ordinary wear and tear excepted.

6.4 Inspection

The Lessor or its nominees shall have the right at all reasonable times upon reasonable notice to enter upon the Equipment and every Unit of Equipment for the purpose of viewing its state and condition; provided, however, that such inspection shall be conducted without direct or indirect expense to the Lessee or loss of time or delay in the normal operation of the Equipment. The Lessee, at its expense, shall make all such repairs as such inspection may show to be required in accordance with this agreement.

6.5 Alterations and Improvements

The Lessee shall be at liberty during the term of this agreement to make any alterations or improvements to the Equipment, and to replace or modify components thereof without notice to the Lessor; provided, however, that such alterations, improvements, replacements and modifications will not decrease or have the effect of decreasing the value of the Equipment. All such alterations, improvements, replacements and modifications so made shall as between the Lessor and the Lessee belong to and become the property of the Lessor.

4

6.6 Return of the Equipment

Save as herein otherwise provided, the Lessee shall on the expiration or sooner termination of this agreement, surrender the Equipment to the Lessor, in good order and repair, ordinary wear and tear excepted. For the purpose of delivering possession of the Equipment to the Lessee as above required, the Lessee shall:

(a) Assemble all Units of the Equipment and place them upon storage tracks within 150 miles of Montreal, Quebec or Toronto, Ontario (or such other place or places as the parties hereto shall agree upon in writing);

(b) Provide storage at the risk of the Lessor for such Units of Equipment on such tracks for a period of ninety (90) days following such surrender.

7. LESSEE'S COVENANTS

7.1 Compliance with Rules and Regulations

The Lessee shall not knowingly operate the Equipment or permit the operation of the Equipment in contravention of any law, treaty, rule or regulation.

7.2 Taxes

The Lessee shall pay and discharge when due and payable from time to time all taxes, assessments and governmental charges, lawfully imposed on the Equipment, arising out of the leasing, use or operation of the Equipment by the Lessee and all fines and penalties imposed on or in respect of the Equipment which arise out of the Lessee's use, maintenance or operation thereof.

7.3 Indemnification

Save as herein otherwise provided, the Lessee shall indemnify and save the Lessor harmless from and against any and all loss, damage, costs, expenses, claims, demands, liens and other liability of every nature and kind whatsoever that may arise or relating to any event occurring during the term of this lease by reason of or in consequence of the use, operation, storage or management of the Equipment or any Unit of Equipment, or by reason of the Lessor's ownership thereof; provided, however, that the Lessee shall not be required to indemnify the Lessor for negligence on the part of the Lessor, its servants or agents, or for failure on the part of the Lessor to perform any obligation on the part of the Lessor to be performed under the terms of the Purchase Order, or arising in virtue of any obligation contracted by the Lessor with any third party with

respect to the Equipment or any Unit of Equipment.

7.4 Assignment and Subletting

The Lessee will not assign this lease or sublet the Equipment or any Unit of Equipment without the prior consent in writing of the Lessor, such consent not to be unreasonably withheld. Nothing in this paragraph 7.4 shall prevent the Lessee from making any assignment or subletting to any company which is a subsidiary of or affiliated with the Lessee. No assignment by the Lessee shall relieve the Lessee of its obligations hereunder.

8. TOTAL LOSS OF THE EQUIPMENT

At any time after title to the Equipment or any Unit thereof is transferred to the Lessor or at any time after the Lessor has assumed ownership or risk and liability thereof, then in the event of actual or constructive total loss of the Equipment or any Unit of Equipment, or in the event the same is stolen or is damaged beyond economic repair, or in the event that the Equipment or any Unit of Equipment shall be requisitioned or seized by or forfeited to any government or governmental or other authority during the term of this lease, the Lessee shall within twelve (12) months after such event either:

(a) terminate this lease in respect of such Equipment or Unit of Equipment on the following terms and conditions:

(i) the Lessee shall give to the Lessor written notice of such termination designating a date falling within ninety (90) days of the giving of such notice, which date is hereinafter referred to as the Settlement Date, on which the lease shall terminate in respect of such Equipment or Unit of Equipment and

(ii) on the Settlement Date the Lessee shall pay the Lessor the Settlement Value of such Equipment or Unit of Equipment, calculated in accordance with Schedule "C" hereof, computed as of the Settlement Date, in exchange for a bill of sale of the Lessor in favour of the Lessee, conveying all its right, title, interest and claim for compensation respecting the Equipment or Unit of Equipment lost, stolen, damaged, requisitioned, seized or forfeited, free and clear of any and all liens, claims and encumbrances created by or arising out of any act of the Lessor;

... 6

whereupon the Lease shall terminate as of the Settlement Date as to such Equipment or Unit of Equipment, and no further rental shall be payable thereafter with regard to such Equipment or Unit of Equipment, or

(b) replace such Equipment or Unit of Equipment with another, or others, of the same general description and value, on the following terms and conditions:

(i) the Lessee shall deliver to the Lessor a bill of sale of the Lessee in favour of the Lessor, conveying good title to the said replacement Equipment or Unit of Equipment, free and clear of any and all liens, claims and encumbrances, and

(ii) the Lessor shall deliver to the Lessee a bill of sale or other transfer document by the Lessor in favour of the Lessee, conveying all its right, title, interest and claim for compensation respecting the Equipment or Unit of Equipment lost, stolen, damaged, requisitioned, seized or forfeited, free and clear of any and all liens, claims and encumbrances created by or arising out of any act of the Lessor.

Upon such replacement the replacement Equipment or replacement Unit of Equipment, as the case may be, shall become and remain subject to this lease and all of its terms, as if the said replacement Equipment or replacement Unit of Equipment were the original Equipment or the original Unit of Equipment, as the case may be.

9. MUTUAL AGREEMENTS

The parties hereto agree as follows:

9.1 Selection of Equipment

The Lessee acknowledges that the Equipment has been selected by it and accordingly the Lessor makes no representations or warranties as to the Equipment, its condition or suitability for any particular use intended by the Lessee.

9.2 Title

Title to and property in the Equipment shall at all times remain in

the Lessor.

9.3 Lessor May Remedy Defaults

If the Lessee shall fail to perform or comply with any of the terms hereof within ninety (90) days of receipt of notice in writing from the Lessor requiring such performance or compliance, the Lessor in its discretion may do all acts and make all expenditures necessary to remedy such default and the Lessee shall forthwith reimburse the Lessor; provided that if the Lessor is required to make immediate expenditures to protect its interest in the Equipment or any Unit of Equipment, it may make such expenditures and the Lessee will forthwith reimburse the Lessor.

9.4 Interest on Overdue Payments

If the Lessee shall fail to make any payment of rental at the time required by this lease agreement, the amount of such overdue rental shall bear interest at the rate of 9.72% per annum until paid.

9.5 Mileage Allowances

Provided the Lessee is not in default hereunder, the Lessee shall be entitled to all mileage allowances and other moneys payable by reason of the use of the Equipment, and any such mileage allowances or other moneys received by the Lessor shall be forthwith remitted to the Lessee.

9.6 Subrogation

Provided the Lessee is not in default hereunder, and in particular is not in default under paragraphs 6.3 or 8 hereof, the Lessee shall be entitled to the proceeds of any claim or right of the Lessor or the Lessee against third persons for injury, damage or loss with respect to the Equipment or any Unit of Equipment or the use or operation thereof, including settlements pursuant to the Association of American Railraods' rules, and the Lessee shall be subrogated to all the Lessor's rights of recovery therefor against any other person, firm or corporation. The Lessor hereby authorizes the Lessee to make settlement of, receive payment and receipt for any and all such claims on behalf of the Lessor, and the Lessor agrees to execute and deliver from time to time such instruments and do such other acts and things as may be necessary or appropriate more fully to evidence the Lessee's authorization and/or to vest in the Lessee such proceeds

or to effect such subrogation; and in the event of any loss, damage or destruction in respect of which the Lessee is entitled to proceeds or subrogation as aforesaid, the Lessor shall refrain from doing any act or executing any instrument which would prejudice the right of the Lessee to such proceeds or to such subrogation.

9.7 Purchase Order

The Lessor agrees not to alter, amend or modify the Purchase Order or enter into any new arrangements with Greenville Steel Car Company with respect thereto without the prior written consent of the Lessee. The Lessor agrees to assign or otherwise make available to the Lessee such rights as the Lessor may have under any warranty, covenant or representation with respect to the Equipment made by Greenville Steel Car Company or any suppliers to Greenville Steel Car Company of any components of the Equipment.

9.8 Default

The occurrence or happening of any one or more of the following events shall constitute default by the Lessee under this lease agreement:

9.8.1 If the Lessee defaults in making any of the monthly rental payments required to be paid pursuant to this lease agreement or if the Lessee defaults in any other obligation hereunder, and if any such default shall continue for thirty (30) days after the Lessor shall have given written notice to the Lessee of such default, or ninety (90) days after the occurrence of such default, whichever period is the greater.

9.8.2 If the Lessee shall make any assignment for the general benefit of creditors or be adjudged bankrupt within the meaning of The Bankruptcy Act of Canada.

9.8.3 If a petition be filed by the Lessee under any law having for its purpose the extension of time for payment, composition or compromise of the liabilities of the Lessee.

9.9.1 Upon the occurrence or happening of any event of default, as defined in paragraphs 9.8.2 or 9.8.3 above, or upon the occurrence or happening of any event of default defined in paragraph 9.8.1 which is not cured within the time provided therein, the Lessor shall have the right to declare the entire amount of the rent and all other moneys

... 9

payable by the Lessee hereunder to be immediately due and payable and demand immediate payment thereof; provided, however, that each instalment of rent, which in the absence of such declaration would have matured after the date of such declaration, shall be subject to a discount at the rate of 9.72% per annum calculated over the period commencing with the date of payment by the Lessee and ending on the date upon which, in the absence of such declaration, such instalment of rent would have fallen due.

9.9.2 If the Lessee shall not pay on demand the amount established under paragraph 9.9.1 above, the Lessor may exercise any one or more of the following remedies:

(a) sue for and recover the amount established under 9.9.1 above;

(b) with or without terminating this lease agreement as the Lessor shall elect:

(i) take possession of the Equipment or any Units of Equipment, without demand or notice, wherever the same may be located, without any court order or other process of law, the Lessee hereby waiving any and all damages occasioned by such taking of possession; and

(ii) sell or re-let the Equipment or any Units of Equipment upon such terms as the Lessor may determine, applying on account of the moneys due to the Lessor hereunder, as established under 9.9.1 above, the net proceeds of such sale or re-letting after deducting all expenses incurred by the Lessor in connection therewith; in the event of the re-letting of the Equipment the net proceeds of such re-letting shall be considered the total of all rentals to be paid by the new lessee, each instalment of rent to be subject to a discount at the rate of 9.72% per annum calculated over the period commencing with the date of application and ending on the date upon which, under the terms of the re-letting, such instalment of rent is to fall due;

(iii) if the proceeds of the sale or re-letting provided for in (ii) above shall be greater than the amount established in 9.9.1 above, the surplus shall be delivered by the Lessor to the Lessee, and if such proceeds shall be less than the amount established in 9.9.1 above the Lessee shall forthwith pay to the Lessor the deficiency, and such deficiency shall until paid bear interest at the rate of 9.72% per annum.

(c) pursue any other remedy at law or in equity.

9.9.3 In the event the Lessor shall have the right and shall elect to repossess the Equipment or any Units thereof pursuant to this paragraph 9, the Lessee shall forthwith deliver possession to the Lessor in good order and repair, ordinary wear and tear excepted. For the purpose of delivering possession of any Units of Equipment to the Lessor as above required, the Lessee shall, at its own cost and expense, forthwith:

(a) assemble such Units of Equipment and place them upon storage tracks within 150 miles of Montreal, Quebec or Toronto, Ontario (or such other place or places as the parties hereto shall agree upon in writing);

(b) provide storage at the risk of the Lessee for such Units of Equipment on such tracks pending resale or re-letting thereof by the Lessor as provided for in this paragraph 9;

(c) cause the same or any Units thereof to be transported to any place or places in the lines of the Lessee within Canada, all as directed by the Lessor.

9.9.4 If the Lessor shall receive either from the Lessee or from the proceeds of any sale or re-letting the entire amount payable as established under 9.9.1 above, together with interest thereon as provided in 9.4 hereof, and at the time of such receipt any Units of Equipment remain either in the possession of the Lessee or in the possession of the Lessor but not resold or subject to any re-letting, the Lessee shall have the right to continue in or resume possession of such Units of Equipment for the

... 11

balance of the term, subject to all of the terms and conditions of this lease except that no further rent shall be payable by the Lessee to the Lessor during the balance of the terms.

10. LESSOR'S REPRESENTATIONS AND WARRANTIES

The Lessor represents and warrants as follows:

(a) Any sale, assignment, transfer, mortgage or other disposition which the Lessor may make of this lease or any Unit of Equipment covered thereby, whether prior or subsequent to execution and delivery thereof, shall be made expressly subject to the terms and provisions of this lease and all rights of the Lessee thereunder, in any event, so long as the Lessee shall perform its obligations hereunder, no assignee, transferee or mortgagee of the Lessor or any other person in favour of whom the Lessor has made any disposition of this lease or any Unit of Equipment covered thereby shall have any right to interfere with the Lessee's quiet, peaceful and uninterrupted possession of the Equipment according to the terms hereof;

(b) The Lessor has not created nor will it create any lien, claim or encumbrance against any Unit of Equipment so as to interfere with or impair

(i) the Lessee's possession and use of such Unit of Equipment in accordance with the terms of this lease; or

(ii) the title to any Unit of Equipment which may be transferred or conveyed to the Lessee under other provisions of this lease.

11. DESTRUCTION AT TERMINATION

The Lessee hereby undertakes and agrees, that if the Lessor shall so request at the expiration of the term, to destroy the Equipment or any Units of Equipment (other than any of such Unit or Units as may have been previously purchased by the Lessee) at the expense of the Lessor, in such a manner as may be prudent so as to avert any dangerous use thereof or damage or injury to persons or property. The salvage value and all proceeds of disposition of such salvage shall belong to the Lessor and in the event such proceeds are received by the Lessee, the Lessee shall promptly remit the same to the Lessor.

In the event that with or without the consent of the Lessor, the Lessee remains in possession of or uses the Equipment or any Unit or Units thereof after the expiration of the term of this lease pertaining thereto, all the provisions of this agreement of lease shall apply thereto unless and until the same has been destroyed pursuant to the terms of this paragraph or the Lessor has relieved the Lessee from its obligations hereunder with respect thereto. But nothing contained in this paragraph 11 shall tacitly renew or be deemed to tacitly renew or confer or be deemed to confer on the Lessee any right to renew in whole or in part the term of the present agreement of lease with respect to the Equipment or any Unit or Units thereof.

12. OPINIONS OF COUNSEL

Concurrently with the delivery of this lease, the Lessee shall provide the Lessor with a written opinion of the Lessee's Counsel in scope and substance satisfactory to the Lessor, to the effect that:

(a) the Lessee is a corporation duly organized, validly existing and in good standing under the laws of Canada, and is duly qualified and authorized to do business wherever the nature of its activities or properties requires such qualification and authorization;

(b) the Lessee has the full power, authority and legal right to execute, deliver and perform the terms of this lease agreement. This lease agreement has been duly authorized by all necessary corporate action of the Lessee and constitutes a valid and binding obligation of the Lessee, enforceable in accordance with its terms.

13. NOTICE

Any notice required to be given hereunder shall be in writing and may be personally delivered or may be forwarded by registered mail. If any such notice is so mailed, it shall be deemed to have been given by the sender and received by the party to whom it has been addressed forty-eight (48) hours after the due mailing thereof by prepaid registered mail, addressed as follows:

If to the Lessor: IAC Limited,
1320 Graham Boulevard,
Town of Mount Royal, Quebec.

Attention: The Secretary.

If to the Lessee: Canadian Pacific Railway Company,
Windsor Station,
Montreal, Quebec.

Attention: The Secretary.

Any person to whom a notice is required to be addressed may from time to time give notice of any change of address and in such event the foregoing addresses shall be deemed to have been changed accordingly.

14. NON-WAIVER

No provision of this lease agreement can be waived except by written consent of the Lessor and the Lessee. Forebearance and indulgence by the Lessor shall not constitute a waiver of the covenant to be performed by the Lessee to which the same may apply. Time shall be of the essence of this Agreement.

15. SUCCESSORS AND ASSIGNS

This lease agreement shall enure to the benefit of and be binding upon the Lessor and the Lessee and their successors and permitted assigns. The Lessor shall be at liberty to pledge its rights under this lease agreement for security purposes but subject to the terms and conditions hereof. The Lessor shall not otherwise assign its interest in this lease agreement without the prior consent in writing of the Lessee, which consent shall not be unreasonably withheld by the Lessee.

16. ENTIRE TRANSACTION

This lease agreement represents the entire transaction between the parties relating to the subject matter. No agreement purporting to amend or modify this lease agreement shall be valid and binding unless in writing and signed or accepted in writing by both parties.

17. HEADINGS

The descriptive headings of this lease agreement are inserted for convenience in reference only and do not constitute a part of this lease agreement.

18. This lease agreement shall be governed by and construed in accordance with the laws of the Province of Ontario.

THE BOARD OF NOTARIES

OF THE PROVINCE OF QUEBEC

CANADA
PROVINCE OF QUEBEC

I, JEAN BERNARD COUPAL, Secretary of the Board of Notaries of the Province of Quebec, Canada, said Board having its Seat, in the City of Montreal, organized under the laws of said Province of Quebec, and being the sole and only Board of Record for all the Notaries in said Province, said Board having a seal, the whole as enacted by the law 17-18 Elizabeth II, 1968, ch. 70.

DO HEREBY CERTIFY that THEODORE DOLLARD LABERGE, Notary - - - - - - - - - - - - - - - residing at Montreal - - - - - - - - - - - in the Judicial District of Montreal - - - - - - - - - - - of said Province, who signed the certificate of proof of acknowledgment on the hereunto attached instrument, was at the time of taking such proof of acknowledgment a practising Notary and Public Officer, having been duly commissioned and sworn as such and his name is entered on the Roll of the Order of Notaries of said Province of Quebec, that his jurisdiction extends over the whole of said Province of Quebec and his terme of office is for life; that therefore he is at the date hereon a person authorized to take and certify affidavits and solemn declarations and to take proof and acknowledgment of all deeds and other instruments, and to certify as such Notary both originals and copies thereof or either of them to be recorded in said Province, the whole in accordance with and as required by the said Notarial Act and the laws of said Province of Quebec.

AND moreover I have compared the signature: " T.D. Laberge, Notary - - - - - - - - - - " affixed to said instrument, with that deposited in the "Register of official signatures of Notaries" (said Register being kept only by me and remaining of record only in my office), and, as required by said Notarial Act and laws, such signature is the Official signature of said person and the impression of his official seal on said certificate is also genuine.

THAT further in my said capacity of Secretary of the said Board of Notaries, I am the only authority under the laws of said Province to issue the present certificate.

WITNESS my hand and the official seal of said Board of Notaries at Montreal, this Twenty-seventh - - day of May - - - and one thousand nine hundred seventy-one.

JEAN BERNARD COUPAL
Secretary

630 DORCHESTER BLVD., WEST, ROOM 1694, MONTREAL 101

THE BOARD OF NOTARIES

OF THE PROVINCE OF QUEBEC

CANADA
PROVINCE OF QUEBEC

I, JEAN BERNARD COUPAL, Secretary of the Board of Notaries of the Province of Quebec, Canada, said Board having its Seat, in the City of Montreal, organized under the laws of said Province of Quebec, and being the sole and only Board of Record for all the Notaries in said Province, said Board having a seal, the whole as enacted by the law 17-18 Elizabeth II, 1968, ch. 70.

DO HEREBY CERTIFY that ANDRE GROULX, Notary - residing at Montreal - - - - - - - - - - - in the Judicial District of Montreal - - - - - - - of said Province, who signed the certificate of proof of acknowledgment on the hereunto attached instrument, was at the time of taking such proof of acknowledgment a practising Notary and Public Officer, having been duly commissioned and sworn as such and his name is entered on the Roll of the Order of Notaries of said Province of Quebec, that his jurisdiction extends over the whole of said Province of Quebec and his terme of office is for life; that therefore he is at the date hereon a person authorized to take and certify affidavits and solemn declarations and to take proof and acknowledgment of all deeds and other instruments, and to certify as such Notary both originals and copies thereof or either of them to be recorded in said Province, the whole in accordance with and as required by the said Notarial Act and the laws of said Province of Quebec.

AND moreover I have compared the signature: " André Groulx, Notary- - - - - - - - " affixed to said instrument, with that deposited in the "Register of official signatures of Notaries" (said Register being kept only by me and remaining of record only in my office), and, as required by said Notarial Act and laws, such signature is the Official signature of said person and the impression of his official seal on said certificate is also genuine.

THAT further in my said capacity of Secretary of the said Board of Notaries, I am the only authority under the laws of said Province to issue the present certificate.

WITNESS my hand and the official seal of said Board of Notaries at Montreal, this Twenty-seventh - - day of May - - - and one thousand nine hundred seventy-one.

JEAN BERNARD COUPAL
Secretary

630 DORCHESTER BLVD., WEST, ROOM 1694, MONTREAL 101

19. Notwithstanding the date of execution of this lease agreement the same shall bind the parties hereto and shall have force and effect from the day first hereinabove written.

IN WITNESS WHEREOF the parties hereto have executed this lease agreement at Montreal, Quebec, on the 20th day of May, 1971.

IAC LIMITED

Per _____
Senior Vice-President

Per _____
Assistant Secretary

CANADIAN PACIFIC RAILWAY COMPANY

Per _____
VICE-PRESIDENT

Per _____
ASSISTANT SECRETARY

CANADA
PROVINCE OF QUEBEC
DISTRICT OF MONTREAL

On this 27th day of MAY, 1971, before me personally appeared GEORGE S. LYNCH, to me personally known, who, being by me duly sworn, says that he is a ASSISTANT SECRETARY of IAC LIMITED, that one of the seals affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

_____
NOTARY PUBLIC

(Notarial Seal)

CANADA
PROVINCE OF QUEBEC
DISTRICT OF MONTREAL

On this 4TH day of MAY, 1971, before me personally appeared G. S. MacLEAN, to me personally known, who, being by me duly sworn, says that he is a ASSISTANT SECRETARY of CANADIAN PACIFIC RAILWAY COMPANY, that one of the seals affixed to the foregoing instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

_____
NOTARY PUBLIC

(Notarial Seal)

SCHEDULE "A" to and forming part of the Agreement of Lease between IAC LIMITED and CANADIAN PACIFIC RAILWAY COMPANY dated as of the 12th day of March 1971.

Description of Equipment

Seven (7) only 86'6" high cube box cars with 15" end-of-car cushioning series CPAA 206022 to CPAA 206028 inclusive.

SCHEDULE "B" to and forming part of the Agreement of Lease between IAC LIMITED and CANADIAN PACIFIC RAILWAY COMPANY dated as of the 12th day of March, 1971.

Compensation for Early Termination

For the purposes of paragraph 5 of the Agreement of Lease, the compensation to be paid by the Lessee to the Lessor in the event of early termination on any of the dates provided for in said paragraph 5 shall be determined by applying the relevant percentage rate as indicated below to the net equipment cost of the Equipment.

Date of Early Termination	Percentage Rate
March 12, 1981	49.749%
March 12, 1982	42.206%
March 12, 1983	31.998%
March 12, 1984	21.124%
March 12, 1985	9.539%

SCHEDULE "C" to and forming part of the Agreement of Lease between IAC LIMITED and CANADIAN PACIFIC RAILWAY COMPANY dated as of the 12th day of March, 1971.

Settlement Value

For the purposes of paragraph 8 of the Agreement of Lease, the Settlement Value of each Unit of Equipment during each of fifteen consecutive twelve month periods commencing with the date of execution of the Agreement of Lease, shall be determined by applying the following percentage rate to the net equipment cost of such Unit of Equipment on the assumption that the Settlement Date is the first day of such twelve month period, and if the Settlement Date if other than the first day of the relevant twelve month period the Settlement Value so determined by application of the relevant percentage rate to the net equipment cost shall be pro-rated to the Settlement Date.

Twelve Month Period	Percentage Rate
First	102.00%
Second	100.00%
Third	98.25%
Fourth	95.35%
Fifth	91.55%
Sixth	86.85%
Seventh	81.35%
Eighth	75.15%
Ninth	68.25%
Tenth	60.65%
Eleventh	52.25%
Twelfth	43.25%
Thirteenth	33.45%
Fourteenth	23.15%
Fifteenth	11.65%

After the 15th twelve month period and until possession of the Equipment shall be returned to the Lessor, the Settlement Value of each Unit of Equipment shall be 9.0% of the net equipment cost of such Unit of Equipment.

DATED: , 1971.

IAC LIMITED

- and -

CANADIAN PACIFIC RAILWAY COMPANY

AGREEMENT OF LEASE