

CONFIDENTIALITY AGREEMENT

THIS AGREEMENT is made and entered into as of the ____ day of _____ 2009, by and between GATX Rail Canada Corporation, a Canadian corporation with offices at 1801 McGill College Ave. Suite 1475, Montreal QC H3A4P4, Canada ("GATX"), and _____ a _____ with offices at _____, (hereinafter, "Company").

WHEREAS, GATX is interested in selling or leasing its real property at 75 Rue Industriel, Coteau du Lac, Quebec Canada (the "Property") and Company has expressed an interest in purchasing or leasing the Property from GATX (the proposed purchase and sale of the Property, the "Proposed Transaction"); and

WHEREAS, in connection with the Company's consideration of such Proposed Transaction GATX will be disclosing certain information regarding, relating to or referencing the Property, its use and condition, which GATX considers confidential and proprietary ("Confidential Information"); and

NOW THEREFORE, in consideration of the foregoing premises and the mutual covenants and conditions contained herein, the parties hereto agree as follows:

1. Confidential Information. For purposes of this Agreement, the term "Confidential Information" shall include all information or material, whether in electronic or hard form and whether or not reduced to writing, related to the Property, including without limitation, environmental data, reports and analyses, internal costs of operation, descriptions of the physical condition of Property, licenses, permits, consents, and rights-of-way.
2. Use and Nondisclosure. The Confidential Information shall be used by the Company solely for the purpose of evaluating the Proposed Transaction and not in any manner detrimental to GATX, its parent, subsidiaries or affiliates. In addition, the Company shall keep the Confidential Information secret and confidential and shall prevent its direct or indirect disclosure for the earlier to occur of (a) a period of ten (10) years commencing with the date of this agreement and (b) the consummation of the Proposed Transaction between Company and GATX; provided, however, the Company may disclose the Confidential Information to its directors, officers, employees, agents, consultants, accountants, lawyers and independent contractors who need to know the information for the purpose of evaluating a possible transaction of the nature herein described (hereinafter, the "Representatives"), but the Company shall be responsible for informing its Representatives of the requirements imposed by this agreement and shall be liable hereunder in the event any of its Representatives violate the terms and conditions of this agreement.

In the event that the Company or any of its Representatives become legally compelled (by deposition, interrogatory, request for documents, subpoena, civil investigative demand or similar process) to disclose any Confidential Information, the Company shall provide GATX with prior written notice of such requirement so that GATX may seek a protective order or such other appropriate remedy and/or waive compliance with the terms of this Agreement. In the event that such protective order or other remedy is not obtained or in the event GATX does not waive compliance with the provisions hereof, the Company agrees to furnish only that portion of the Confidential Information which it is advised by counsel is legally required and to exercise best efforts to obtain assurance that confidential treatment will be accorded such Confidential Information.

The Company also agrees that it will not disclose to any person, except as otherwise expressly provided herein, without GATX's prior written consent the fact that discussions or negotiations are taking place between the parties hereto and their Representatives concerning the Proposed Transaction or any of the terms, conditions, or other facts with respect to such Proposed Transaction, including the status thereof.

3. Limitations. The foregoing restrictions on use and disclosure of Confidential Information shall not apply to information which the Company can demonstrate:
 - (a) is or becomes part of the public domain through no fault or breach of this Agreement by the Company; and
 - (b) was in the Company's possession at the time of disclosure under this Agreement and the source of that information was not under a requirement of confidentiality to GATX or its affiliates; and
 - (c) is rightfully obtained by the Company from a third party not bound under obligations of confidentiality to GATX or its affiliates.
3. Return of Confidential Information. The Company agrees that promptly upon the written request of GATX, it shall return all Confidential Information provided by GATX and shall provide GATX with written certification that all Confidential Information generated by or for it has been destroyed and that no copies, extracts, or reproductions of any of the Confidential Information have been retained. The return or destruction of materials shall not relieve the Company from compliance with other terms and conditions hereof.
4. On-Site Inspections. Subject to obtaining GATX's prior reasonable approval as to the date, time, and scope of examination, the Company's Representatives may be allowed to visit and visually inspect the Property. The Company's Representatives shall not interfere with the Property. In the event of such visits, the Company shall indemnify, defend and hold GATX, its shareholders, directors, officers and employees harmless from and against any and all claims and liabilities, including reasonable costs, expenses, and attorneys' fees, for loss, injury to, or death of any such person(s), and any loss, damage to, or destruction of the property to the

extent caused by the negligence or misconduct of the Company or its Representatives during such visit(s)

5. Enforcement. In the event of a breach of this Agreement by the Company, or in the event that such breach appears imminent, GATX shall be entitled to all available legal and equitable remedies and may, in addition, recover from the Company all reasonable costs and attorney's fees incurred by it in successfully obtaining any remedy in a final, non-appealable decision by a court of competent jurisdiction. The Company agrees and acknowledges that monetary damages will not be a sufficient remedy for any actual or threatened breach of this Agreement and that, in addition to all other remedies, GATX shall be entitled to specific performance, injunctive, and other equitable relief.
6. No Definitive Agreement. This Agreement shall not be construed in any way as evidencing any intent on behalf of either party hereto to engage in the Proposed Transaction and no contract or agreement with respect thereto shall be deemed to exist between the parties unless and until a definitive agreement has been executed and delivered by each of the parties hereto. Each party agrees that unless and until a definitive agreement between the parties with respect to the Proposed Transaction has been executed and delivered, neither party shall have any legal obligation of any kind whatsoever to the other party with respect to the Proposed Transaction by virtue of this Agreement or any other written or oral expression with respect to the Proposed Transaction except, in the case of this Agreement, for matters specifically agreed to herein. For purposes of this Agreement, the term "definitive agreement" does not include an executed letter of intent or any other preliminary written or verbal agreement.
7. No Representation or Warranty. The Company acknowledges that GATX is not making any representation or warranty, express or implied as to the accuracy or completeness of the Confidential Information, and that GATX will not have any liability to the Company resulting from its use of the Confidential Information. Only those representations or warranties that are made in a definitive agreement between the parties, when, as, and if it is executed, and subject to such limitations and restrictions as may be specified therein, will have any legal effect.
8. Successors Assigns and Amendments. The Agreement shall be binding upon the parties hereto and their respective successors and assigns. The provisions of this agreement shall not be modified, waived, or amended except by written agreement executed by each of the parties hereto. No failure or delay by either party in enforcing this agreement shall constitute a waiver of such party's rights hereunder.
9. Applicable Law and Severability. This Agreement shall be governed by the laws of the Province of Ontario, Canada without regard to the Conflict of Laws doctrine prevailing in such jurisdiction. If any provision of this agreement is declared void, or otherwise unenforceable, such provision shall be severed from this agreement, which will otherwise remain in full force and effect.

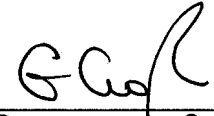
10. Miscellaneous. This Agreement constitutes the entire agreement of the parties and supersedes and terminates all prior negotiations and agreements, written or oral, between the parties with respect to the subject matter hereof. The captions contained in this agreement are for the convenience of the reader and are not part of the agreement. This Agreement may be executed in multiple counterparts, each of which shall be considered an original but all of which shall be considered one single document.

IN WITNESS WHEREOF, the parties have executed this Agreement effective as of the date first above written.

(The Company)

GATX RAIL CANADA CORPORATION

By: _____
Name: _____
Title: _____

By: 
Name: GRAHAM COOPER
Title: V.P. OPERATIONS