

**THE
GREENBRIER
COMPANIES**

2-107A010

The Greenbrier Companies

One Centerpointe Drive Suite 200
Lake Oswego Oregon 97035
503 684 7000

April 15, 1992

17774
REGISTRATION NO _____ FILED 1425

APR 16 1992 - 12 40 PM

INTERSTATE COMMERCE COMMISSION

APR 15 12 34 PM '92
MOTOR OPERATING UNIT

Mr. Sidney L. Strickland, Jr.
Secretary
Interstate Commerce Commission
Washington, D.C. 20423

Dear Mr. Strickland:

Enclosed for recordation pursuant to the provisions of 49 U.S.C. Section 11303(a) are ~~four~~ ^{three} (3) fully executed and acknowledged original copies a Security Agreement dated as of April 10, 1992, a primary document as defined in the Commission's Rules for the Recordation of Documents, 49 C.F.R. Section 1177.

The names and addresses of the parties to the enclosed document are:

Borrower: Greenbrier Railcar, Inc.
One Centerpointe Drive, Suite 200
Lake Oswego, Oregon 97035

Secured Party: General Electric Capital Corporation
1600 Summer Street
Stamford, Connecticut 08927-4000

A description of the railroad equipment covered by the enclosed document is set forth in Schedule 1 to the Security Agreement.

Also enclosed is a payment of \$16 payable to the order of the Interstate Commerce Commission covering the required recordation fee.

Kindly return three (3) stamped originals of the enclosed document to Allen H. Harrison, Jr. Esq. of Donelan, Cleary, Wood & Maser, P.C., 1275 K Street, N.W., Suite 850, Washington, D.C. 20005.

Allen H. Harrison, Jr.

Mr. Sidney L. Strickland, Jr.

April 16, 1992

Page 2

A short summary of the enclosed secondary document to appear in the Commission's Index is:

Security Agreement dated as of April 10, 1992 between Greenbrier Railcar, Inc., Borrower, and General Electric Capital Corporation, Secured Party, covering 360 railcars originally bearing SP/SSW marks and numbers and current GVSR marks and numbers as per Schedule 1 of the Security Agreement.

Sincerely,



Kevin C. Maughan
Staff Attorney

KCM:jeh
Enclosure

KCM/ST041321

Interstate Commerce Commission
Washington, D.C. 20423

4/16/92

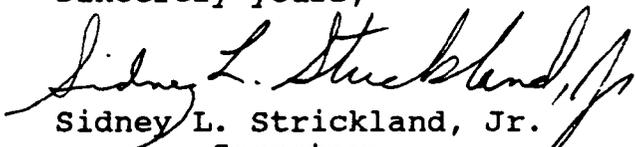
OFFICE OF THE SECRETARY

Allen H. Harrison, Jr.
Donelan, Cleary Wood & Maser
1275 K St. N.W. Suite 850
Washington, D.C. 20005

Dear Sir:

The enclosed document(s) was recorded pursuant to the provisions of Section 11303 of the Interstate Commerce Act, 49 U.S.C. 11303, on 4/16/92 at 12:40pm, and assigned recordation number(s). 17774

Sincerely yours,


Sidney L. Strickland, Jr.
Secretary

RECORDATION NO. 17774 FILED 1425

APR 16 1992 - 12 40 PM

INTERSTATE COMMERCE COMMISSION

SECURITY AGREEMENT

THIS SECURITY AGREEMENT dated as of April 10, 1992 (the "Security Agreement") is executed by GREENBRIER RAILCAR, INC., a Delaware corporation (the "Borrower"), in favor of GENERAL ELECTRIC CAPITAL CORPORATION, a New York corporation, as Agent ("Agent") for itself and the Lenders parties to the Loan Agreement referred to below.

R E C I T A L S :

A. Borrower, Agent, Greenbrier Leasing Corporation, a Delaware corporation (the "Guarantor") and General Electric Capital Corporation, as initial Lender, have entered into a Loan Agreement dated as of October 9, 1991 (the "Loan Agreement"), providing for the commitment of the Lenders thereunder to make certain term loans of up to \$20,000,000 in aggregate to Borrower upon the terms and subject to the conditions set forth therein (such conditions include the execution and delivery of this Security Agreement by Borrower and of the supplements contemplated hereby).

B. This Security Agreement and the supplements contemplated hereby collectively secure the full performance and discharge of all Obligations, including without limitation the payment in full of the Term Loans and all other amounts becoming due from time to time under the Loan Agreement and the other Operative Documents.

C. Capitalized terms used herein and not otherwise defined shall have the meanings given to them in the Loan Agreement.

SECTION 1. GRANT OF SECURITY.

Borrower in consideration of the premises and of other good and valuable consideration, receipt of which is hereby acknowledged, and to secure the full performance and discharge of the Obligations does hereby convey, warrant, mortgage, assign, pledge and grant to Agent, its successors and assigns, for the benefit of the Lenders, a security interest in all and singular of Borrower's right, title and interest in and to the properties, rights, interests and privileges described in Section 2 (all of which properties hereby mortgaged, assigned and pledged or intended so to be

are hereinafter collectively referred to as the "Collateral").

SECTION 2. DESCRIPTION OF COLLATERAL.

2.1 Railcars. The Collateral includes the railroad cars described in Schedule 1 attached hereto and made a part hereof, and as supplemented from time to time in connection with the Individual Fundings contemplated by the Loan Agreement, constituting the Railcars leased and delivered under the Lease Schedule or Schedules referenced on Schedule 1 attached hereto (collectively, the "Lease Schedules"); together with all accessories, equipment, parts and appurtenances appertaining or attached to any of the Railcars hereinabove described, whether now owned or hereafter acquired, and all substitutions, renewals or replacements of and additions, improvements, accessions and accumulations to any and all of said Railcars, together with all the rents, issues, income, profits and avails therefrom.

2.2 Rental Collateral. The Collateral also includes all right, title, interest, claims and demands of Borrower as Lessor in, to and under the Lease Schedule and, to the extent they relate to the Railcars or the Lease Schedules, the Lease and the Remarketing Agreement, including all extensions of the term of the Lease, the Remarketing Agreement, and the Lease Schedules, together with all rights, powers, privileges, options and other benefits of Borrower as Lessor under the Lease, the Remarketing Agreement, and the Lease Schedules, including without limitation:

(a) the immediate and continuing right to receive and collect all Rent (as defined in Section 9 of the Lease), Casualty Value payments (as referenced in Section 10 of the Lease), insurance proceeds, condemnation awards and other payments, tenders and security now or hereafter payable or receivable by the Lessor under the Lease or the Remarketing Agreement (to the extent such payments relate to the Railcars or the Lease Schedules) or the Lease Schedules pursuant thereto;

(b) the right to make all waivers and agreements and to enter into any amendments relating to the Remarketing Agreement, the Lease or the Lease Schedules or any provision thereof; and

(c) the right, subject to Section 8.5 of the Loan Agreement, to take such action upon the occurrence of a Lease Event of Default under the Lease or an event which, with the lapse of time or the giving of notice,

or both, would constitute a Lease Event of Default under the Lease, including the commencement, conduct and consummation of legal, administrative or other proceedings, as shall be permitted by the Lease or by law, and to do any and all other things whatsoever which Borrower or any lessor is or may be entitled to do under the Lease;

it being the intent and purpose hereof that the assignment and transfer to Lender of said rights, powers, privileges, options and other benefits shall be effective and operative immediately and shall continue in full force and effect, and Lender shall have the right, at its option, to collect and receive all Rent, Casualty Value payments, and other sums relating to the Lease Schedules or the Railcars for application in accordance with the Loan Agreement at all times after the date of this Security Agreement until the Obligations have been fully paid, discharged and performed.

2.3 Additional Collateral. The Collateral also includes the Additional Collateral and all bank accounts, debt securities (including intercompany notes) or other instruments (as defined in the Uniform Commercial Code) representing or evidencing such Additional Collateral or in which such Additional Collateral are held, and all payments of principal or interest, dividends, cash, instruments, or other property received from time to time in respect thereto.

2.4 Proceeds. The Collateral also includes all proceeds of the foregoing Collateral. The term "proceeds" as used in this Security Agreement includes whatever is receivable or received when Collateral or proceeds is sold, collected, exchanged or otherwise disposed of, whether such disposition is voluntary or involuntary, and includes, without limitation, all rights to payment, including return premiums, with respect to any insurance relating thereto.

SECTION 3. REPRESENTATIONS, WARRANTIES AND COVENANTS.

Borrower represents, warrants, covenants and agrees (i) that the representations and warranties contained in Section 4 of the Loan Agreement are true and correct as of the execution of this Security Agreement and any supplement to Schedule 1 hereto and that such representations and warranties shall survive the execution and delivery of this Security Agreement and any supplement to Schedule 1 hereto, and (ii) during the term of this Security Agreement and until its performance of all obligations to Lender, Borrower

will abide by all of the covenants contained in Sections 6 and 7 of the Loan Agreement.

SECTION 4. DEFAULTS AND OTHER PROVISIONS.

The term "Event of Default" for all purposes of this Security Agreement shall have the meaning given in Section 8 of the Loan Agreement. When an Event of Default has occurred and is continuing, Agent and the Lenders may exercise any and all rights available to it pursuant to Section 9 of the Loan Agreement.

SECTION 5. RELEASE OF CERTAIN RAILCARS.

When the Term Loans made as part of an Individual Funding have been indefeasibly paid in full, the security interest in favor of the Agent and the Lenders granted herein in the Railcars with respect to which such Individual Funding was made should be released. Agent shall release such security interest in all such Railcars that became part of the Collateral Pool in connection with an Individual Funding (including railcars that were substituted into the Collateral Pool pursuant to Section 2.5(a) of the Loan Agreement in connection with an Event of Loss occurring with respect to a Railcar that became part of the Collateral Pool in connection with such Individual Funding), and that remain as part of the Collateral Pool at the time of such release, within a reasonable period of time following Agent's receipt of a written request of Borrower made at least 91 days after Agent receives the repayment in full of all amounts due in respect of the Term Loans made as part of such Individual Funding.

SECTION 6. MISCELLANEOUS.

6.1 Successors and Assigns. Whenever any of the parties hereto is referred to, such reference shall be deemed to include the successors and assigns of such party; and all the covenants, promises and agreements in this Security Agreement contained by or on behalf of Borrower or by or on behalf of Agent or any Lender, shall bind and inure to the benefit of the respective successors and assigns of such parties whether so expressed or not.

6.2 Severability. Any provision of this Security Agreement prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof or any provision in any other Operative Document, and any such prohibition or unenforceability in any jurisdiction shall not invalidate or

render unenforceable such provision in any other jurisdiction. The provisions of this Security Agreement shall remain valid and enforceable notwithstanding the invalidity, unenforceability, impossibility or illegality of performance of any other Operative Document.

6.3 Notices. All notices provided for herein shall be deemed to have been duly given or made when delivered in compliance with Section 11.9 of the Loan Agreement.

6.4 Amendments. This Security Agreement may only be amended or supplemented by an instrument or instruments in writing executed by Borrower in accordance with the Loan Agreement and the other Operative Documents.

6.5 Governing Law. THIS SECURITY AGREEMENT SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAWS OF THE STATE OF NEW YORK; PROVIDED, HOWEVER, THAT AGENT AND THE LENDERS SHALL BE ENTITLED TO ALL THE RIGHTS CONFERRED BY ANY APPLICABLE FEDERAL STATUTE, RULE OR REGULATION.

IN WITNESS WHEREOF, Borrower has caused this Security Agreement to be executed, as of the day and year first above written.

GREENBRIER RAILCAR, INC.,

By: Norris M. Webb
Title: Vice President

GENERAL ELECTRIC CAPITAL
CORPORATION,

By: _____
Title: _____

render unenforceable such provision in any other jurisdiction. The provisions of this Security Agreement shall remain valid and enforceable notwithstanding the invalidity, unenforceability, impossibility or illegality of performance of any other Operative Document.

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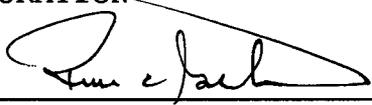
IN WITNESS WHEREOF, Borrower has caused this Security Agreement to be executed, as of the day and year first above written.

GREENBRIER RAILCAR, INC.,

BY: _____

TITLE: _____

GENERAL ELECTRIC CAPITAL
CORPORATION

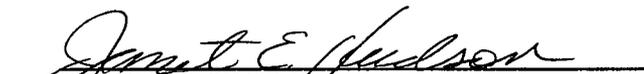
BY:  _____

TITLE: MANAGER OF OPERATIONS

STATE OF OREGON)
) ss.
COUNTY OF CLACKAMAS)

I, the undersigned, a notary public in and for said county and said state, hereby certify that Norriss M. Webb whose name as Vice President of Greenbrier Railcar, Inc., is signed to the foregoing instrument and who is known to me, acknowledged before me on this day that, being informed of the contents of the said instrument, he, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation on the 6th day of April, 1992.

Given, under my hand and seal on this 6th day of April, 1992.


NOTARY PUBLIC

My commission expires: 5/28/94

SCHEDULE 1

Those Lease Schedules between Borrower as Lessor, and Southern Pacific Transportation Company and St. Louis Southwestern Railway Company, (collectively "Lessee"), as described below:

Lease Schedules:

Schedule No. 4A dated as of December 6, 1991 between Borrower as Lessor and Lessee to Master Lease Agreement dated as of March 14, 1991 between Borrower and Lessee (The "Master Lease").

Schedule No. 6B dated as of November 1, 1991 between Borrower, as Lessor, and Lessee to the Master Lease.

Schedule No. 9D dated as of November 12, 1991 between Borrower, as Lessor, and Lessee to the Master Lease.

Railcars:

(See attached pages 1 through 4)

SCHEDULE 1

PROJECT	ORIGINAL CAR NUMBER	FINAL CAR NUMBER	PROJECT	ORIGINAL CAR NUMBER	FINAL CAR NUMBER
02A1	SSW 060620	GVSR 763005	02A1	SP 242080	GVSR 764054
02A1	SSW 060688	GVSR 763006	02A1	SP 240336	GVSR 764055
02A1	SSW 060735	GVSR 763007	02A1	SP 241327	GVSR 764058
02A1	SSW 060673	GVSR 763008	02A1	SP 242492	GVSR 764059
02A1	SSW 060871	GVSR 763011	02A1	SP 242577	GVSR 764060
02A1	SSW 060813	GVSR 763015	02A1	SP 242762	GVSR 764061
02A1	SSW 060820	GVSR 763021	02A1	SP 240678	GVSR 764064
02A1	SSW 060792	GVSR 763022	02A1	SP 241164	GVSR 764065
02A1	SSW 060650	GVSR 763023	02A1	SP 240006	GVSR 764066
02A1	SSW 060803	GVSR 763024	02A1	SP 240679	GVSR 764067
02A1	SSW 060808	GVSR 763025	02A1	SP 242394	GVSR 764069
02A1	SSW 060926	GVSR 763027	02A1	SP 240271	GVSR 764070
02A1	SSW 060860	GVSR 763032	02A1	SP 241022	GVSR 764071
02A1	SSW 060757	GVSR 763033	02A1	SP 242189	GVSR 764072
02A1	SSW 060710	GVSR 763035	02A1	SP 242846	GVSR 764073
02A1	SSW 060502	GVSR 763037	02A1	SP 242501	GVSR 764079
02A1	SSW 060786	GVSR 763039	02A1	SP 240161	GVSR 764084
02A1	SSW 060954	GVSR 763041	02A1	SP 240743	GVSR 764085
02A1	SSW 060719	GVSR 763042	02A1	SP 242107	GVSR 764088
02A1	SSW 060736	GVSR 763043	02A1	SP 241173	GVSR 764090
02A1	SSW 060739	GVSR 763044	02A1	SP 241038	GVSR 764093
02A1	SP 242807	GVSR 764001	02A1	SP 240063	GVSR 764095
02A1	SP 242527	GVSR 764002	02A1	SP 242447	GVSR 764097
02A1	SP 242430	GVSR 764006	02A1	SP 240877	GVSR 764104
02A1	SP 242161	GVSR 764007	02A1	SP 242850	GVSR 764113
02A1	SP 242224	GVSR 764008	02A1	SP 242781	GVSR 764114
02A1	SP 240984	GVSR 764010	02A1	SP 242798	GVSR 764118
02A1	SP 240443	GVSR 764011	02A1	SP 242845	GVSR 764119
02A1	SP 240483	GVSR 764013	02A1	SP 242413	GVSR 764120
02A1	SP 240011	GVSR 764014	02A1	SP 242081	GVSR 764121
02A1	SP 240273	GVSR 764015	02A1	SP 240722	GVSR 764125
02A1	SP 241006	GVSR 764016	02A1	SP 242325	GVSR 764126
02A1	SP 242420	GVSR 764018	02A1	SP 240418	GVSR 764130
02A1	SP 240752	GVSR 764019	02A1	SP 241247	GVSR 764132
02A1	SP 240321	GVSR 764021	02A1	SP 240405	GVSR 764133
02A1	SP 240945	GVSR 764024	02A1	SP 241293	GVSR 764136
02A1	SP 242567	GVSR 764025	02A1	SP 242277	GVSR 764137
02A1	SP 242401	GVSR 764027	02A1	SP 240924	GVSR 764138
02A1	SP 240499	GVSR 764028	02A1	SP 242291	GVSR 764139
02A1	SP 242397	GVSR 764029	02A1	SP 241121	GVSR 764141
02A1	SP 240178	GVSR 764030	02A1	SP 240237	GVSR 764142
02A1	SP 242190	GVSR 764031	02A1	SP 240351	GVSR 764143
02A1	SP 240603	GVSR 764036	02A1	SP 241224	GVSR 764145
02A1	SP 242337	GVSR 764038	02A1	SP 242627	GVSR 764146
02A1	SP 242067	GVSR 764039	02A1	SP 240009	GVSR 764149
02A1	SP 241142	GVSR 764040	02A1	SP 240557	GVSR 764151
02A1	SP 240083	GVSR 764042	02A1	SP 240358	GVSR 764156
02A1	SP 240264	GVSR 764043	02A1	SP 242402	GVSR 764158
02A1	SP 242408	GVSR 764044	02A1	SP 240086	GVSR 764159
02A1	SP 241243	GVSR 764045	02A1	SP 241923	GVSR 764160
02A1	SP 242393	GVSR 764046	02A1	SP 240322	GVSR 764164
02A1	SP 240128	GVSR 764047	02A1	SP 242103	GVSR 764173
02A1	SP 240896	GVSR 764048	02A1	SP 242206	GVSR 764174
02A1	SP 242095	GVSR 764049	02A1	SP 241097	GVSR 764175
02A1	SP 240355	GVSR 764051	02A1	SP 242310	GVSR 764176

SCHEDULE 1

PROJECT	ORIGINAL CAR NUMBER	FINAL CAR NUMBER	PROJECT	ORIGINAL CAR NUMBER	FINAL CAR NUMBER
02A1	SP 242203	GVSR 764187	02A1	SP 243185	GVSR 767021
02A1	SP 242328	GVSR 764188	02A1	SSW 066486	GVSR 767022
02A1	SP 240581	GVSR 764189	02A1	SP 243286	GVSR 767023
02A1	SP 242177	GVSR 764190	02A1	SP 243162	GVSR 767028
02A1	SP 242602	GVSR 764193	02A1	SP 243179	GVSR 767029
02A1	SP 242380	GVSR 764196	02A1	SP 243139	GVSR 767031
02A1	SP 242146	GVSR 764199	02A1	SP 243202	GVSR 767032
02A1	SP 240148	GVSR 764200	02A1	SP 243111	GVSR 767033
02A1	SP 240048	GVSR 764201	02A1	SP 243352	GVSR 767044
02A1	SP 242683	GVSR 764204	02A1	SP 243049	GVSR 767046
02A1	SP 242881	GVSR 764205	02A1	SSW 066029	GVSR 767054
02A1	SP 242424	GVSR 764206	02A1	SSW 066494	GVSR 767059
02A1	SP 240997	GVSR 764207	02A1	SP 243127	GVSR 767062
02A1	SP 240464	GVSR 764208	02A1	SP 243238	GVSR 767065
02A1	SP 240173	GVSR 764209	02A1	SP 243297	GVSR 767066
02A1	SP 240239	GVSR 764210	02A1	SP 243022	GVSR 767071
02A1	SP 241323	GVSR 764211	02A1	SP 243119	GVSR 767072
02A1	SP 242777	GVSR 764212	02A1	SP 243354	GVSR 767075
02A1	SP 240953	GVSR 764213	02A1	SP 243356	GVSR 767076
02A1	SP 242250	GVSR 764216	02A1	SSW 066103	GVSR 767102
02A1	SP 240583	GVSR 764222	02A1	SSW 066122	GVSR 767105
02A1	SP 242383	GVSR 764224	02A1	SSW 066160	GVSR 767113
02A1	SP 241055	GVSR 764225	02A1	SP 243061	GVSR 767114
02A1	SP 242518	GVSR 764227	02A1	SSW 066463	GVSR 767117
02A1	SP 240922	GVSR 764228	02A1	SP 243242	GVSR 767119
02A1	SP 241428	GVSR 764229	02A1	SP 243229	GVSR 767123
02A1	SP 242783	GVSR 764233	02A1	SP 243293	GVSR 767124
02A1	SP 242009	GVSR 764234	02A1	SP 243308	GVSR 767125
02A1	SP 242734	GVSR 764235	02A1	SSW 066038	GVSR 767126
02A1	SP 242184	GVSR 764236	02A1	SP 243331	GVSR 767128
02A1	SP 241206	GVSR 764242	02A1	SSW 066364	GVSR 767129
02A1	SP 242262	GVSR 764251	02A1	SSW 066340	GVSR 767131
02A1	SP 241174	GVSR 764252	02A1	SP 242916	GVSR 767135
02A1	SP 242091	GVSR 764253	02A1	SSW 066356	GVSR 767138
02A1	SP 242541	GVSR 764254	02A1	SSW 066336	GVSR 767139
02A1	SP 242817	GVSR 764255	02A1	SP 243155	GVSR 767145
02A1	SSW 066234	GVSR 767000	02A1	SP 242945	GVSR 767150
02A1	SSW 066235	GVSR 767001	02A1	SP 242911	GVSR 767153
02A1	SSW 066499	GVSR 767002	02A1	SSW 066508	GVSR 767158
02A1	SSW 066228	GVSR 767003	02A1	SP 243314	GVSR 767159
02A1	SSW 066325	GVSR 767006	02A1	SP 243368	GVSR 767160
02A1	SSW 066218	GVSR 767008	02A1	SSW 066308	GVSR 767164
02A1	SP 243369	GVSR 767012	02A1	SSW 066511	GVSR 767166
02A1	SP 243083	GVSR 767014	02A1	SP 243252	GVSR 767167
02A1	SP 243197	GVSR 767015	02A1	SP 243023	GVSR 767168
02A1	SP 242984	GVSR 767016	02A1	SP 242901	GVSR 767171
02A1	SP 243285	GVSR 767017	02A1	SSW 066524	GVSR 767173
02A1	SP 242963	GVSR 767018	02A1	SP 243337	GVSR 767175
02A1	SP 243120	GVSR 767019	02A1	SSW 066014	GVSR 767186
02A1	SP 242950	GVSR 767020	02A1	SP 242944	GVSR 767192

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07B1	SSW 024238	GVSR 136021	07B1	SSW 024236	GVSR 136065
07B1	SSW 024245	GVSR 136023	07B1	SSW 024210	GVSR 136068
07B1	SSW 024207	GVSR 136034	07B1	SSW 024199	GVSR 136079

SCHEDULE 1

PROJECT	ORIGINAL CAR NUMBER	FINAL CAR NUMBER	PROJECT	ORIGINAL CAR NUMBER	FINAL CAR NUMBER
07B1	SSW 024198	GVSR 136087	07B1	SSW 024096	GVSR 136130
07B1	SSW 024204	GVSR 136090	07B1	SSW 023840	GVSR 136131
07B1	SSW 023912	GVSR 136094	07B1	SSW 023937	GVSR 136132
07B1	SSW 023994	GVSR 136095	07B1	SSW 024248	GVSR 136133
07B1	SSW 024084	GVSR 136096	07B1	SSW 023843	GVSR 136134
07B1	SSW 024163	GVSR 136097	07B1	SSW 024167	GVSR 136135
07B1	SSW 023783	GVSR 136098	07B1	SSW 023849	GVSR 136136
07B1	SSW 023941	GVSR 136099	07B1	SSW 024017	GVSR 136137
07B1	SSW 023907	GVSR 136100	07B1	SSW 023948	GVSR 136138
07B1	SSW 023862	GVSR 136101	07B1	SSW 024161	GVSR 136139
07B1	SSW 024023	GVSR 136102	07B1	SP 699648	GVSR 138033
07B1	SSW 023943	GVSR 136103	07B1	SP 699728	GVSR 138035
07B1	SSW 023828	GVSR 136104	07B1	SP 699714	GVSR 138036
07B1	SSW 023755	GVSR 136105	07B1	SP 699567	GVSR 138037
07B1	SSW 024085	GVSR 136106	07B1	SP 699748	GVSR 138038
07B1	SSW 023945	GVSR 136107	07B1	SP 699602	GVSR 138039
07B1	SSW 024145	GVSR 136108	07B1	SP 699609	GVSR 138040
07B1	SSW 024222	GVSR 136109	07B1	SP 699528	GVSR 138041
07B1	SSW 023904	GVSR 136110	07B1	SP 699697	GVSR 138042
07B1	SSW 023810	GVSR 136111	07B1	SP 699730	GVSR 138043
07B1	SSW 024243	GVSR 136112	07B1	SP 699721	GVSR 138044
07B1	SSW 023950	GVSR 136113	07B1	SP 699538	GVSR 138045
07B1	SSW 023958	GVSR 136114	07B1	SP 699518	GVSR 138046
07B1	SSW 023864	GVSR 136115	07B1	SP 699561	GVSR 138047
07B1	SSW 023881	GVSR 136117	07B1	SP 699701	GVSR 138048
07B1	SSW 024122	GVSR 136118	07B1	SP 699632	GVSR 138049
07B1	SSW 024065	GVSR 136119	07B1	SP 699588	GVSR 138050
07B1	SSW 023829	GVSR 136121	07B1	SP 699690	GVSR 138051
07B1	SSW 024231	GVSR 136123	07B1	SP 699664	GVSR 138052
07B1	SSW 023792	GVSR 136124	07B1	SP 699584	GVSR 138053
07B1	SSW 023798	GVSR 136125	07B1	SP 699719	GVSR 138054
07B1	SSW 023910	GVSR 136126	07B1	SP 699671	GVSR 138055
07B1	SSW 024019	GVSR 136127	07B1	SP 699523	GVSR 138056
07B1	SSW 023861	GVSR 136128	07B1	SP 699655	GVSR 138057
07B1	SSW 023817	GVSR 136129	07B1	SP 699576	GVSR 138058

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14B	SP 465064	GVSR 629000	14B	SP 465554	GVSR 629021
14B	SP 465293	GVSR 629001	14B	SP 465599	GVSR 629022
14B	SP 465215	GVSR 629003	14B	SP 465522	GVSR 629023
14B	SP 465334	GVSR 629004	14B	SP 465658	GVSR 629024
14B	SP 465298	GVSR 629005	14B	SP 465256	GVSR 629025
14B	SP 465045	GVSR 629006	14B	SP 465468	GVSR 629026
14B	SP 465082	GVSR 629007	14B	SP 465112	GVSR 629027
14B	SP 465036	GVSR 629008	14B	SP 465246	GVSR 629028
14B	SP 465466	GVSR 629009	14B	SP 465687	GVSR 629029
14B	SP 465464	GVSR 629010	14B	SP 465518	GVSR 629030
14B	SP 465261	GVSR 629011	14B	SP 465259	GVSR 629031
14B	SP 465096	GVSR 629013	14B	SP 465294	GVSR 629032
14B	SP 465220	GVSR 629014	14B	SP 465356	GVSR 629033
14B	SP 465421	GVSR 629015	14B	SP 465105	GVSR 629034
14B	SP 465392	GVSR 629016	14B	SP 465272	GVSR 629035
14B	SP 465311	GVSR 629017	14B	SP 465373	GVSR 629037
14B	SP 465575	GVSR 629019	14B	SP 465612	GVSR 629038
14B	SP 465375	GVSR 629020	14B	SP 465131	GVSR 629039

SCHEDULE J

PROJECT	ORIGINAL CAR NUMBER	FINAL CAR NUMBER	PROJECT	ORIGINAL CAR NUMBER	FINAL CAR NUMBER
14B	SP 465213	GVSR 629040	14B	SP 465768	GVSR 632015
14B	SP 465330	GVSR 629041	14B	SP 465715	GVSR 632016
14B	SP 465588	GVSR 629048	14B	SP 465784	GVSR 632017
14B	SP 465624	GVSR 629052	14B	SP 466043	GVSR 632018
14B	SP 466041	GVSR 632000	14B	SP 465808	GVSR 632019
14B	SP 465905	GVSR 632001	14B	SP 465761	GVSR 632020
14B	SP 465760	GVSR 632002	14B	SP 466045	GVSR 632021
14B	SP 465913	GVSR 632003	14B	SP 465855	GVSR 632022
14B	SP 465860	GVSR 632004	14B	SP 465868	GVSR 632023
14B	SP 465942	GVSR 632005	14B	SP 465825	GVSR 632024
14B	SP 466001	GVSR 632006	14B	SP 465751	GVSR 632025
14B	SP 465873	GVSR 632007	14B	SP 465750	GVSR 632026
14B	SP 465840	GVSR 632008	14B	SP 465717	GVSR 632027
14B	SP 465929	GVSR 632009	14B	SP 465895	GVSR 632028
14B	SP 465871	GVSR 632010	14B	SP 465730	GVSR 632029
14B	SP 465851	GVSR 632011	14B	SP 465754	GVSR 632030
14B	SP 465921	GVSR 632012	14B	SP 465923	GVSR 632031
14B	SP 465763	GVSR 632013	14B	SP 465951	GVSR 632032
14B	SP 465798	GVSR 632014	14B	SP 465971	GVSR 632033

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TOTAL CAR COUNT 360