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RECORDATION NO. 15505-C FILED 1425

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INTERSTATE COMMERCE COMMISSION

May 16, 1996

Mr. Vernon A. Williams
Secretary
Surface Transportation Board
Washington, D.C. 20423

Dear Mr. Williams:

Enclosed for recordation pursuant to the provisions of 49 U.S.C. Section 11301(a), are three (3) copies of a Security Agreement Supplement, dated March 29, 1996, a secondary document as defined in the Board's Rules for the Recordation of Documents.

The enclosed document relates to the Security Agreement, dated February 11, 1988 which was previously filed with the Commission under Recordation Number 15505.

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

Debtor: Greenbrier Capital Corporation
One Centerpointe Drive, Suite 200
Lake Oswego, Oregon 97035

Secured Parties: The Bank of California, N.A.
497 S.W. Broadway
Portland, Oregon 97205

West One Bank Idaho
PO Box 2882
Portland, Oregon 97208

A description of the railroad equipment and leases related thereto covered by the enclosed document is set forth on Exhibit B. It is the intention of the parties that only those railcars and leases set forth on Exhibit B are subject to the Security Agreement, as amended and restated. At the present time there are no railcars and leases subject to this Supplement.

Also enclosed is a check in the amount of $21.00 payable to the order of the Surface Transportation Board covering the required recordation fee.

Kindly return two stamped copies of the enclosed document to the undersigned.

Very truly yours,

Robert W. Alvord

RWA/bg
Enclosures

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RECORDATION NO. 15505-C FILED 1425

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INTERSTATE COMMERCE COMMISSION

Recordation No.: 15505
Debtor: Greenbrier Capital Corporation
Secured Parties: The Bank of California, N.A. and
West One Bank, Idaho

SECURITY AGREEMENT SUPPLEMENT

WHEREAS, Greenbrier Capital Corporation, a California corporation ("Debtor") and The Bank of California, N.A. entered into a Security Agreement dated February 11, 1988, which Security Agreement was recorded with the Interstate Commerce Commission and given Recordation No. 15505.

WHEREAS, Secured Parties and Debtor amended and restated the February 11, 1988 Security Agreement with the General Security Agreement dated as of April 30, 1994, a copy of which is attached hereto as Exhibit A.

WHEREAS, Secured Parties and Debtor desire to amend the definition of "Collateral" contained in the April 30, 1994 General Security Agreement.

WHEREAS, Secured Parties and Debtor desire to clarify all filings previously made with the Interstate Commerce Commission by identifying in this Supplement all railcars and leases of Debtor in which Secured Parties have a perfected security interest pursuant to 49 U.S.C. § 11303.

NOW, THEREFORE, Debtor and The Bank of California, N.A. as agent for the Secured Parties hereby agreed as follows:

1. Amendment to Section 1.3. Section 1.3 of the April 30, 1994 General Security Agreement is hereby amended in its entirety to read as follows:

> 1.3 "Collateral" means each Debtor's Accounts, Deposit Accounts, Equipment, Fixtures, General Intangibles, Goods, Inventory and Rights to Payment now owned or hereafter acquired, wherever located, and whether held by such Debtor or any third party, and all royalties, proceeds and products thereof, including all insurance and condemnation proceeds ("Proceeds"), and all Records; provided, however, that "Collateral" will not include any railcars or leases of railcars except for the railcars and/or leases of railcars listed from time to time in a supplement to, or amendment of, this Agreement.

2. Railcars and Leases of Railcars Included in Collateral. Debtor hereby acknowledges that it has assigned to Secured Parties all of its rights, title and interest in and granted to Secured Parties (and hereby confirms such grant) a security interest in the leases of railcars and railcars identified on Exhibit B attached hereto. Secured Parties and Debtor further hereby acknowledge that the railcars and leases of railcars listed on Exhibit B attached hereto are the only railcars and leases of railcars of Debtor in which Secured Parties, as of the date hereof, have a security interest under 49 U.S.C. § 11303.

DATED: March 29, 1996

GREENBRIER CAPITAL CORPORATION

By: Norriss M. Webb
Norriss M. Webb, Vice President

THE BANK OF CALIFORNIA, N.A.
Agent for The Bank of California, N.A. and
West One Bank, Idaho

By: Stephen E. Clive, VP
Stephen E. Clive, Vice President

STATE OF OREGON)
) ss.
County of Clackamas)

On this 29th day of March 1996, before me personally appeared Norris M. Webb, to me personally known, who being by me duly sworn says that he is the Vice President of Greenbrier Capital Corporation, a California corporation, that the foregoing instrument was signed 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.

OFFICIAL SEAL
JANET E. HUDSON
NOTARY PUBLIC - OREGON
COMMISSION NO.032937
MY COMMISSION EXPIRES MAY 28, 1998

Janet E Hudson
Notary Public for Oregon
My commission expires on: 5/28/98

STATE OF OREGON)
) ss.
County of Clackamas)

On this 29th day of March, 1996, before me personally appeared Stephen E. Clive, to me personally known, who being by me duly sworn says that he is a Vice President of The Bank of California, N.A., a national banking association, that the foregoing instrument was signed on behalf of said The Bank of California, N.A. 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 national banking association.

OFFICIAL SEAL
JANET E. HUDSON
NOTARY PUBLIC - OREGON
COMMISSION NO.032937
MY COMMISSION EXPIRES MAY 28, 1998

Janet E Hudson
Notary Public for Oregon
My commission expires on: 5/28/98

Recordation No.: 15505
Debtor: Greenbrier Capital Corporation
Secured Parties: The Bank of California, N.A. and
West One Bank, Idaho

EXHIBIT A
TO
SECURITY AGREEMENT SUPPLEMENT

See attached copy of April 30, 1994 General Security Agreement.

GENERAL SECURITY AGREEMENT

THIS GENERAL SECURITY AGREEMENT ("Agreement") is made as of April 30, 1994 by and among **GREENBRIER LEASING CORPORATION**, a Delaware corporation ("GLC"), **GREENBRIER CAPITAL CORPORATION**, a California corporation ("GCC"), **GREENBRIER RAILCAR, INC.**, a Delaware corporation ("GRI"), and **AUTOSTACK CORPORATION**, an Oregon corporation ("AC") (each a "Debtor," and, collectively, "Debtors"), in favor of **THE BANK OF CALIFORNIA, N.A.** ("BankCal" in its individual capacity, as "Agent" and as a "Bank") and **WEST ONE BANK, IDAHO** ("West One" in its individual capacity, as a "Bank" and as an "Other Bank") (BankCal, West One and Other Banks [as defined in Section 1.39 of the Credit Agreement] are collectively called "Banks").

RECITALS

A. BankCal, GLC, GCC, GRI, and AC are parties to an Amended and Restated Credit Agreement dated May 25, 1990 (as amended, "1990 Credit Agreement"). BankCal, West One, GLC and GRI are parties to a Revolving Credit Agreement - Venture II dated August 13, 1991 (as amended, "Venture II Agreement"). Banks, Debtors, Autostack Partners Limited Partnership, a Delaware limited partnership, and Greenbrier Transportation Limited Partnership, a Delaware limited partnership, amended the 1990 Credit Agreement and the Venture II Agreement in certain respects and entered into a Second Amended and Restated Credit Agreement and a First Amendment to Second Amended and Restated Credit Agreement, both dated as of April 30, 1994 (as it may further be amended or restated from time to time, "Credit Agreement").

B. BankCal and GLC are parties to a General Security Agreement dated February 11, 1988 ("GLC Security Agreement"). BankCal and GCC are parties to a General Security Agreement dated February 11, 1988 ("GCC Security Agreement"). BankCal and GRI are parties to a General Security Agreement dated February 13, 1989 ("GRI Security Agreement"). BankCal and AC are parties to a General Security Agreement dated May 25, 1990 ("AC Security Agreement"). Agent and GLC are parties to a General Security Agreement dated August 13, 1991 ("GLC Venture II Security Agreement"). Agent and GRI are parties to a General Security Agreement dated August 13, 1991 ("GRI Venture II Security Agreement"). This Agreement supersedes and replaces the GLC Security Agreement, GCC Security Agreement, GRI Security Agreement, AC Security Agreement, GLC Venture II Security Agreement, and GRI Venture II Security Agreement.

ARTICLE ONE - DEFINITIONS

The following definitions shall be applicable to both the singular and plural forms of the defined terms:

1.1 **"Account"** means a right to payment for goods sold or leased by any Debtor or for services rendered by any Debtor, which right is not evidenced by an instrument or chattel paper, whether or not earned by performance.

1.2 **"Agreement"** means this Security Agreement, as it may be amended from time to time.

1.3 **"Collateral"** means each Debtor's Accounts, Deposit Accounts, Equipment, Fixtures, General Intangibles, Goods, Inventory and Rights to Payment now owned or hereafter acquired, wherever located, and whether held by such Debtor or any third party, and all royalties, proceeds and products thereof, including all insurance and condemnation proceeds ("Proceeds"), and all Records.

1.4 **"Deposit Accounts"** means each Debtor's demand, time, savings, passbook or similar accounts maintained with a financial institution or credit union, other than accounts evidenced by a negotiable certificate of deposit.

1.5 **"Equipment"** means each Debtor's equipment now owned or hereafter acquired, including, but not limited to, machinery, machine parts, furniture, furnishings and all tangible personal property used in the business of such Debtor and all such property which is or is to become fixtures on real property, and all improvements, replacements, accessions and additions thereto, wherever located, and all proceeds thereof arising from the sale, lease, rental or other use or disposition of any such property, including all rights to payment with respect to insurance or condemnation, returned premiums, or any cause of action relating to any of the foregoing.

1.6 **"Event of Default"** means an event described in Article 6.

1.7 **"Fixtures"** means all items of personal property of each Debtor that are so related to the real property upon which they are located that an interest in them arises under real property law, and improvements, replacements, parts, accessions and additions thereto, and substitutions therefor.

1.8 **"General Intangibles"** means all personal property of each Debtor, other than Goods, not otherwise defined as Collateral, including, without limitation, all interests or claims in insurance policies; literary property; trade names, trade name rights; trademarks, trademark rights, copyrights, patents, and all applications therefor; licenses, permits, franchises and like privileges or rights issued by any governmental or regulatory authority; income tax refunds; customer lists; claims and causes of action and all guaranty claims, co-op memberships, leasehold interests in personal

property, security interests or other security held by or guaranteed to such Debtor to secure the payment by an account debtor of any of the Accounts.

1.9 "Goods" means all money and other personal property of each Debtor, other than General Intangibles, not otherwise defined as Collateral.

1.10 "Indebtedness" means all debts, obligations and liabilities of Debtors to Banks currently existing or now or hereafter made, incurred or created, whether voluntary or involuntary and however arising or evidenced, whether direct or acquired by Banks by assignment or succession, whether due or not due, absolute or contingent, liquidated or unliquidated, determined or undetermined, and whether Debtors may be liable individually or jointly, or whether recovery upon such debt may be or become barred by any statute of limitations or otherwise unenforceable; and all renewals, extensions and modifications thereof; and all attorneys' fees and costs incurred by Banks in connection with the collection and enforcement thereof.

1.11 "Inventory" means each Debtor's raw materials, work in process, finished goods and goods held for sale or lease or furnished under contracts of service, including, without limitation, all vehicles, tractor trailers, Railcar Inventory, Intermodel Inventory and Autostack Inventory (as those terms are defined in the Credit Agreement), and all returned and repossessed goods, and all goods covered by documents of title, including warehouse receipts, bills of lading and all other documents of every type covering all or any part of the Collateral, except such Inventory shall not include any inventory which is financed as of the date hereof under specific term credit agreements covering specific inventory owned by any Debtor or inventory financed hereafter under such specific term credit agreements as shall be approved by Agent, which approval will not be unreasonably withheld.

1.12 "Lien" means any voluntary or involuntary security interest, mortgage, pledge, claim, charge, encumbrance, title retention agreement, or third party interest covering all or any part of the property of any Debtor or any other Person.

1.13 "Loan Documents" means this Agreement, any evidence of Indebtedness (including, without limitation, the Credit Agreement and the Note[s] [as defined therein]), any guaranty, security or pledge agreement, deed of trust, and all other contracts, instruments, addenda and documents executed in connection therewith.

1.14 "Person" means any individual or entity, including, without limitation, Banks where the context so permits and in Agent's sole discretion.

1.15 **"Records"** means each Debtor's computer programs, software, hardware, source codes and data processing information, all written documents, books, invoices, ledger sheets, financial information and statements, and all other writings concerning such Debtor's business.

1.16 **"Rights to Payment"** means each Debtor's accounts, instruments, contract rights, documents, chattel paper and all other rights to payment, including, without limitation, the Accounts, all negotiable certificates of deposit and all rights to payment under any commercial or standby letter of credit.

1.17 **"Uniform Commercial Code"** means the Uniform Commercial Code of the State of Oregon, as amended from time to time.

Terms not specifically defined in this Agreement have the meanings proscribed in the Uniform Commercial Code.

ARTICLE TWO - GRANT OF SECURITY INTEREST

To secure the timely payment of the Indebtedness and performance of all obligations of Debtors to Banks, Debtors grant to Banks a security interest in the Collateral.

ARTICLE THREE - REPRESENTATIONS AND WARRANTIES

Debtors represent and warrant that, at all times during the term of this Agreement:

3.1 **Due Organization.** If a corporation, partnership, or other entity, each Debtor is duly organized and validly existing in good standing under the laws of the jurisdiction of its organization, and is duly qualified to conduct business in each jurisdiction in which its business is conducted.

3.2 **Authorization, Validity and Enforceability.** The execution, delivery and performance of this Agreement are within each Debtor's powers, have been duly authorized, and are not in conflict with such Debtor's articles of incorporation or bylaws, or the terms of any charter or other organizational document of such Debtor; and this Agreement constitutes a valid and binding obligation of each Debtor, enforceable in accordance with its terms, and creates a security interest which is enforceable against the Collateral.

3.3 **Compliance with Applicable Laws.** Each Debtor has compiled with all licensing, permit and fictitious name requirements necessary to lawfully conduct the business in which it is engaged and with all laws and regulations applicable to any sales, leases or the furnishing of services by such Debtor,

including, without limitation, those requiring consumer or other disclosures.

3.4 Trademarks, Licenses. Each Debtor has all tradenames, tradename rights, trademarks, trademark rights, copyrights, patents, licenses, permits and franchises required in order for such Debtor to conduct its business and operate its properties as now or proposed to be conducted without conflict with the rights of others.

3.5 No Conflict. The execution, delivery, and performance by Debtors of this Agreement are not in conflict with any law, rule, regulation, order or directive, or any indenture, agreement, or undertaking to which any Debtor is a party or by which Debtors may be bound or affected and will not result in the creation or imposition of any Lien pursuant to the terms of any such indenture, agreement, or undertaking.

3.6 Governmental Actions. Each Debtor has obtained all consents and actions of, and has performed all filings with, any governmental or regulatory authority that are required to authorize the execution, delivery or performance of this Agreement or the granting or perfecting of Banks' security interest in the Collateral.

3.7 Title. Except for the security interests created by this Agreement, Debtors are and will be the unconditional legal and beneficial owners of the Collateral. Except as disclosed to Banks in writing prior to the date of this Agreement, the Collateral is genuine and subject to no Liens, rights or defenses of others. Except for Inventory under documents duly negotiated to Banks or showing Banks as secured party, no bill of lading, warehouse receipt or other document of title is outstanding with respect to any of the Collateral.

3.8 Rights to Payment. The names of the obligors, amount owing to any Debtor, due dates and all other information with respect to the Rights to Payment are and will be correctly stated in all Records relating to the Rights to Payment. Each Debtor further represents and warrants that each Person appearing to be obligated on a Right to Payment has authority and capacity to contract and is bound as it appears to be; and that all chattel paper is in compliance with law as to form, content and manner of preparation and execution and all property subject to chattel paper has been properly registered and filed to perfect such Debtor's interest.

3.9 Intentionally Deleted.

3.10 No Misrepresentation. No representation, warranty or statement by any Debtor contained in this Agreement, in any Record or certificate or other writing furnished by any

Debtor to Banks (including, without limitation, any made or given concerning the genuineness, value and condition of the Collateral, financial statements and statements made in documentary Collateral) at any time contains any untrue statement of material fact, or omits to state a material fact.

3.11 Chief Executive Office/Residence. Debtors' chief executive offices are located at:

Address	City	County	State	Zip

(a) All Debtors except GCC and GTLP:
One Centerpointe Drive, Suite 200, Lake Oswego, Clackamas, OR 97035

(b) GCC and GTLP:
Two Embarcadero Ctr., Ste. 420, San Francisco, San Francisco, CA 94111

3.12 Inventory Location. All Inventory is located in the United States or Canada, except that certain Autostack Inventory (as that term is defined in the Credit Agreement) may from time to time be located in Hermosillo, Mexico.

3.13 Records Location. Records are maintained at no location other than as set forth in Section 3.11.

3.14 Equipment or Fixtures Location. No Equipment or Fixtures are located at any location other than as set forth in Section 3.11.

3.15 Other Places of Business. In addition to the locations set forth in Section 3.11, Debtors maintain the following place(s) of business:

Address	City	County	State	Zip

1900 North 18th Street, Suite 320, Monroe, Ouachita, LA 71201
1101 Pennsylvania Avenue NW, 10th Floor, Washington, DC 20004
100 Pringle Ave., Suite 450, Walnut Creek, Contra Costa, CA 94596
21000 Haven Drive, Woodhaven, Wayne, MI 48183
36800 Sibley Road, New Boston, Wayne, MI 48164
400 Fort Hill Drive, Suite 220, Naperville, Dupage, IL 60540

3.16 Business Names. Other than the names stated in the preamble to this Agreement, Debtors have conducted business in the following names:

None

3.17 No Litigation. There is no litigation, tax claim, proceeding or dispute pending, or to the knowledge of any Debtor, threatened against or affecting any Debtor or its property, which is required under the Credit Agreement to be

reported to Banks, except as has been disclosed in writing to Banks prior to the date of this Agreement.

3.18 Financing Statements. Copies of all financing statements and all other documents publicly recorded or filed naming any Debtor as debtor or obligor have been delivered to Banks prior to the date of this Agreement.

3.19 Hazardous Substances. The property of any Debtor never has been, and never will be, used for the generation, manufacture, storage, treatment, disposal, release or threatened release of any hazardous substance, as those or any similar terms are defined in the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, 42 U.S.C. Section 9601, et seq. ("CERCLA"), any regulation promulgated thereunder, or any state or local law, rule, regulation or order. Debtors hereby agree to indemnify and hold harmless Banks against any and all claims and losses resulting from a breach of this provision.

3.20 No Default. No Event of Default has occurred or exists.

ARTICLE FOUR - AFFIRMATIVE COVENANTS

During the term of this Agreement and until payment of all the Indebtedness and performance of all obligations to Banks, Debtors will, unless Agent otherwise consents in writing:

4.1 Use of Proceeds. Use the proceeds of any credit extended by Banks to Debtors only in accordance with the terms of any evidence of the Indebtedness and for the purposes permitted in the Credit Agreement.

4.2 Delivery of Certain Items. Upon Agent's request, deliver to Banks promptly (a) the originals of all commercial and standby letters of credit, instruments, documents and chattel paper constituting Collateral, endorsed and assigned as Banks shall specify; (b) after an Event of Default, all Proceeds, and duplicate invoices with respect to each Account bearing such language of assignment as Agent shall specify; (c) returned property resulting from, or payment equal to such allowance or credit on, Rights to Payment; (d) such specific acknowledgments, assignments or other agreements as Banks may request relating to the Collateral; and (e) such Records and other reports in such form and detail and at such times as Banks may require relating to the Collateral, including, without limitation, reports of acquisition, and disposition, agings, and collection of any Collateral.

4.3 Maintenance of Collateral; Inspection. Do all things necessary to maintain, preserve, protect and keep all Collateral in good working order and salable condition, dealing

with the Collateral in all ways as are considered good practice by owners of like property, and use the Collateral lawfully and only as permitted by such Debtor's insurance policies. Debtors hereby authorize Banks' officers, employees, representatives and agents to inspect the Collateral and to discuss the Collateral and the Records relating thereto with any Debtor's officers and employees, and, in the case of any Right to Payment, with any Person which is or may be obligated thereon.

4.4 Maintenance of Records; Inspection. Maintain, or cause to be maintained, complete and accurate Records relating to the Collateral. Any Bank, its officers, employees, agents and representatives shall have the right, from time to time, to examine the Records and to make copies or extracts therefrom.

4.5 Insurance. Maintain and keep in force in adequate amounts such insurance on the Collateral with companies acceptable to Banks as is usual in the business carried on by any Debtor, including fire and extended coverage insurance, with loss payable to Banks, as Banks may from time to time reasonably request, and furnish to Banks upon request the original of all policies, or certificates of insurance on the Collateral. Each policy shall be in form and substance satisfactory to Banks.

4.6 Taxes and Other Liabilities. Each Debtor shall pay all its obligations when due; pay all taxes and other governmental or regulatory assessments before delinquency or before any penalty attaches thereto, except as may be contested in good faith by the appropriate procedures and for which such Debtor shall maintain appropriate reserves; and timely file all required tax returns. Any taxes (excluding income taxes) payable or ruled payable by any governmental or regulatory authority arising out of or in connection with this Agreement shall be paid by Debtors, together with interest and penalties, if any.

4.7 Debtors' Duty to Give Notice. Give prompt notice to Banks of: (a) any threatened or asserted dispute, setoff, claim, counterclaim or defense involving an amount in excess of $500,000 with respect to a Right to Payment; (b) any litigation or administrative or regulatory proceeding which may have a material adverse effect on any Debtor or its business; (c) any change in the ownership of any property on which any Collateral is located; and (d) the occurrence of any Event of Default or of any other development, financial or otherwise, which might materially adversely affect the Collateral or Debtors' ability to pay the Indebtedness or perform their obligations to Banks.

4.8 Financing Statements and Other Actions. Execute and deliver to Banks, and file or record at Debtors' expense, all financing statements, notices and other documents from time to time requested by Banks to maintain a first perfected security interest in the Collateral in favor of Banks, all in form and

substance satisfactory to Banks; perform such other acts, and execute and deliver to Banks such additional conveyances, assignments, agreements and instruments, as Banks may at any time request in connection with the administration and enforcement of this Agreement or Banks' rights, powers and remedies hereunder.

4.9 Intentionally Deleted.

4.10 Agreement With Real Property Owner/Landlord. Obtain and maintain such acknowledgments, consents, waivers and agreements from the owner, lienholder, mortgagee and landlord with respect to any real property on which Collateral is located as Banks may require, all in form and substance satisfactory to Banks.

ARTICLE FIVE - NEGATIVE COVENANTS

During the term of this Agreement and until payment of all the Indebtedness and performance of all obligations to Banks, each Debtor will not, without the prior written consent of Banks:

5.1 Liens. Create, incur, assume or permit to exist any Lien or grant any other Person a negative pledge on any Collateral, except (a) involuntary Liens which, in the aggregate, would not have a material adverse effect on such Debtor's financial condition or business; (b) Liens for current taxes or other governmental or regulatory assessments which are not delinquent, or which are contested in good faith by the appropriate procedures and for which appropriate reserves are maintained; (c) Liens in favor of Banks; (d) Liens which have been disclosed to Banks in writing prior to the date of this Agreement; or (e) Liens granted pursuant to the SP Remarketing Agreement (as that term is defined in the Credit Agreement) or under the Other Rights (as that term is defined in the Credit Agreement).

5.2 Documents of Title. Sign or authorize the signing of any financing statement or other document naming such Debtor as debtor or obligor, except those with respect to specific term credit agreements with other lenders covering specific inventory as may be approved by Agent, which approval will not be unreasonably withheld, or acquiesce or cooperate in the issuance of any bill of lading, warehouse receipt or other document or instrument of title with respect to any Collateral, except those negotiated to Banks or those naming Banks as secured party.

5.3 Disposition of Collateral. Sell, transfer, lease or otherwise dispose of any Collateral. However, prior to the occurrence of an Event of Default, unless otherwise agreed between Debtors and Banks, Debtors may use cash Proceeds collected in the ordinary course of business, and sell or lease Inventory in the ordinary course of business.

5.4 **Change in Location, Name, Legal Structure.** (a) Maintain Records, its chief executive office, or a place of business at a location other than as specified in Article Three; or (b) change its name, mailing address, the nature of its business, or its legal structure.

ARTICLE SIX - EVENTS OF DEFAULT

6.1 **Event of Default.** The occurrence of any of the following shall constitute an Event of Default:

(a) Debtors shall fail to pay any fees or other charges when due under this Agreement, or any Debtor or any other Person shall fail to provide Banks with, or to perform any obligation under, this Agreement or under any Loan Document.

(b) Any representation or warranty made, or financial statement, certificate or other document provided, by any Debtor to Banks shall prove to have been false or misleading.

(c) A petition or action for relief shall be filed by or against any Debtor under the Bankruptcy Reform Act, Title 11 of the U.S. Code in effect from time to time, or under any other law relating to bankruptcy, insolvency, reorganization, moratorium, creditor composition, arrangement or other relief for debtors; the appointment of a receiver, trustee, custodian or liquidator of or for any part of the assets or property of any Debtor; any Debtor shall make a general assignment for the benefit of creditors; any Debtor shall fail to pay its debts generally as they become due; or insolvency, dissolution or termination of the business of any Debtor.

(d) Any Debtor shall fail to perform under any other agreement involving the borrowing of money, the purchase of property, the advance of credit or any other monetary liability of any kind to any Person; or any guaranty of the Indebtedness shall be revoked or terminated.

(e) Any governmental or regulatory authority shall take any action, any defined benefit pension plan maintained by any Debtor shall have any unfunded liabilities, or any other event shall occur, any of which, in the judgment of any Bank, might have a material adverse effect on the financial condition or business of any Debtor.

(f) Any sale, transfer or other disposition of all or a substantial or material part of the assets of any Debtor, including, without limitation, to any trust or similar entity, shall occur.

(g) Any Bank shall not have a first perfected security interest in any Collateral.

(h) Any judgment(s) shall be entered against any Debtor, or any involuntary lien(s) of any kind or character shall attach to any assets or property of any Debtor, which, in the judgment of any Bank, will have a material adverse effect on the financial condition or business of any Debtor, except as may be contested in good faith by the appropriate procedures and for which such Debtor shall maintain appropriate reserves.

(i) Without the prior written consent of Banks: a Debtor's shareholders of record as of the Closing Date shall cease to own a majority of the voting interest in such Debtor; any change shall occur in the executive management or managing partner(s) of any Debtor; or any change shall occur in the corporate or legal structure of any Debtor.

(j) Any deterioration or impairment of any of the Collateral or any decline or depreciation in the value or market price thereof (whether actual or reasonably anticipated), which causes it, in any Bank's judgment, to become unsatisfactory as to character or value.

(k) Any Bank reasonably determines, in good faith, that its security interest in the Collateral or the prospect of payment or performance under this Agreement or any Loan Document secured hereby is materially impaired.

(l) Any Bank, in good faith, believes any or all of the Collateral, including any Proceeds, to be in danger of misuse, dissipation, commingling, loss, theft, damage or destruction, or otherwise in jeopardy.

(m) Any Debtor shall fail to perform any of its duties or obligations under this Agreement not specifically referenced in this Article Six.

6.2 Acceleration and Remedies. Upon the occurrence of an Event of Default Banks shall be entitled to, at Banks' option, without notice or demand of any kind (a) declare all or any part of the Indebtedness immediately due and payable; (b) exercise any or all of the rights and remedies available to a secured party under the Uniform Commercial Code or any other applicable law; and (c) exercise any or all of Banks' rights and remedies provided for in this Agreement and in any other Loan Document. Notwithstanding anything in this Agreement to the contrary, Banks agree not to exercise any right of acceleration hereunder or under any of the other Loan Documents by reason of an Event of Default (other than an Event of Default under Sections 6.1(a) or 6.1(c)) that is capable of cure until Banks have given Debtors

thirty (30) days prior written notice of the occurrence of such Event of Default and Debtors have not cured such Event of Default to the reasonable satisfaction of Banks within the time period specified in the notice. Prior to the expiration of such notice period, however, Banks may, without prior notice or demand of Debtors, take such steps as are in Banks' opinion necessary or appropriate to preserve and protect any Collateral. The obligations of Debtors under this Agreement shall continue to be effective or be reinstated, as the case may be, if at any time any payment of any Indebtedness is rescinded or must otherwise be returned by Banks upon, on account of, or in connection with, the insolvency, bankruptcy or reorganization of any Debtor, all as though such payment had not been made.

6.3 Sale of Collateral. Upon the occurrence of an Event of Default, Banks may sell all or any part of the Collateral, at public or private sales, to any Bank, a wholesaler, retailer or investor, for cash, upon credit or for future delivery, and at such price or prices as Banks may deem commercially reasonable. To the extent permitted by law, Debtors hereby specifically waive all rights of redemption and any rights of stay or appraisal which they have or may have under any applicable law in effect from time to time. Any such public or private sales shall be held at such times and at such place(s) as Banks may determine. In case of the sale of all or any part of the Collateral on credit or for future delivery, the Collateral so sold may be retained by Banks until the selling price is paid by the purchaser, but Banks shall not incur any liability in case of the failure of such purchaser to pay for the Collateral and, in case of any such failure, such Collateral may be resold. Banks may, instead of exercising its power of sale, proceed to enforce its security interest in the Collateral by seeking a judgment or decree of a court of competent jurisdiction.

6.4 Debtors' Obligations Upon Default. Upon the request of Agent after the occurrence of an Event of Default, Debtors will:

(a) Assemble and make available to Banks the Collateral at such place(s) as Banks shall designate, segregating all Collateral so that each item is capable of identification; and

(b) Permit Banks, by any Banks' officers, employees, agents and representatives, to enter any premises where any Collateral is located, to take possession of the Collateral, and to remove the Collateral, or to conduct any public or private sale of the Collateral, all without any liability of Banks for rent or other compensation for the use of Debtors' premises.

ARTICLE SEVEN - SPECIAL COLLATERAL PROVISIONS

7.1 Cash Collateral Account. All cash Proceeds received by any Bank pursuant to any provisions of this Agreement after an Event of Default shall be deposited in a special non-interest bearing collateral account established with Agent. This account shall be held by Banks as Collateral.

7.2 Notification to Certain Obligors and Possession of Proceeds. Agent may in its sole discretion at any time after an Event of Default (a) notify or cause Debtors to notify the obligors on the Rights to Payment to make payment to Banks; and (b) take possession of any or all Proceeds, which Banks will apply in accordance with Section 7.7.

7.3 Compromise and Collection. Debtors and Banks recognize that setoffs, counterclaims, defenses and other claims may be asserted by obligors with respect to certain of the Rights to Payment; that certain of the Rights to Payment may be or become uncollectible in whole or in part; and that the expense and probability of success of litigating a disputed Right to Payment may exceed the amount that reasonably may be expected to be recovered with respect to such Right to Payment. Debtors hereby authorize Banks to compromise with the obligor, accept in full payment of any Right to Payment such amount as Banks shall negotiate with the obligor, or abandon any Right to Payment. Any such action by Banks shall be considered commercially reasonable so long as Banks act in good faith based on information known to it at the time it takes any such action.

7.4 Banks Performance of Debtors' Obligations. Without having any obligation to do so, Banks may perform or pay any obligation which Debtors have agreed to perform or pay under this Agreement including, without limitation, the payment or discharge of taxes or Liens levied or placed on or threatened against the Collateral. In so performing or paying, Banks shall determine the action to be taken and the amount necessary to discharge such obligations. Debtors shall reimburse Banks on demand for any amounts paid by Banks pursuant to this Section, which amounts shall constitute Indebtedness secured by the Collateral.

7.5 Power of Attorney. For the purpose of protecting and preserving the Collateral and Banks' rights under this Agreement, Debtors hereby irrevocably appoint Agent, with full power of substitution, as their attorney-in-fact with full power and authority to do any act which Debtors are obligated to do hereunder; to exercise such rights with respect to the Collateral as Debtors might exercise; to use such Inventory, Equipment, Fixtures or other property as Debtors might use; to enter any Debtor's premises; to give notice of Banks' security interest in, and to collect the Collateral and the Proceeds; and to execute

and file in any Debtor's name any financing statements, amendments and continuation statements necessary or desirable to perfect or continue the perfection of Banks' security interests in the Collateral. Debtors hereby ratify all that Agent shall lawfully do or cause to be done by virtue of this appointment.

7.6 Authorization for Agent to Take Certain Action. The power of attorney created in Section 7.5 is a power coupled with an interest and shall be irrevocable. The powers conferred on Agent hereunder are solely to protect Banks' interests in the Collateral and shall not impose any duty upon Agent to exercise such powers. Agent shall be accountable only for amounts that it actually receives as a result of the exercise of such powers and in no event shall Agent or any of its directors, officers, employees, agents or representatives be responsible to Debtors for any act or failure to act, except for gross negligence or willful misconduct. Agent may exercise this power of attorney without notice to or assent of Debtors, in the name of any Debtor, or in Agent's own name, from time to time in Agent's sole discretion and at Debtors' expense. This power of attorney may be exercised by Agent upon an Event of Default or if Agent deems it necessary to protect the Collateral or if any of the Debtors have failed to perform an obligation under any of the Loan Documents. To further carry out the terms of this Agreement, Agent may:

(a) Execute any statements or documents or take possession of, and endorse and collect and receive delivery or payment of, any checks, drafts, notes, acceptances or other instruments and documents constituting Collateral, or constituting the payment of amounts due and to become due or any performance to be rendered with respect to the Collateral.

(b) Sign and endorse any invoices, freight or express bills, bills of lading, storage or warehouse receipts; drafts, certificates and statements under any commercial or standby letter of credit; assignments, verifications and notices in connection with Accounts; or any other documents relating to the Collateral, including, without limitation, the Records.

(c) Use or operate Collateral or any other property of any Debtor for the purpose of preserving or liquidating Collateral.

(d) File any claim or take any other action or proceeding in any court of law or equity or as otherwise deemed appropriate by Agent for the purpose of collecting any and all monies due or securing any performance to be rendered with respect to the Collateral.

(e) Commence, prosecute or defend any suits, actions or proceedings or as otherwise deemed appropriate by Agent for the purpose of protecting or collecting the Collateral. In furtherance of this right, upon the occurrence of an Event of Default, Agent may apply for the appointment of a receiver or similar official to operate any Debtor's business, and, to the fullest extent permitted by law, Debtors hereby waive any right to oppose such appointment.

(f) Prepare, adjust, execute, deliver and receive payment under insurance claims, and collect and receive payment of and endorse any instrument in payment of loss or returned premiums or any other insurance refund or return, and apply such amounts at Agent's sole discretion, toward repayment of the Indebtedness or replacement of the Collateral.

The authority conferred upon Agent in (a) through (f) above may be exercised by Agent upon an Event of Default or if Agent deems it necessary to protect the Collateral or if any of the Debtors have failed to perform an obligation under any of the Loan Documents.

7.7 Application of Proceeds. Any Proceeds and other monies or property received by Banks pursuant to the terms of this Agreement or any Loan Document may be applied by Banks first to the payment of expenses of collection, including, without limitation, reasonable attorneys' fees, and then to the payment of the Indebtedness in such order of application as Banks may elect. Notwithstanding the rights given to Debtors pursuant to California Civil Code sections 1479 and 2822 or equivalent provisions in the laws of the state specified in the governing law clause of this document (and any amendments or successors thereto) to designate how payments will be applied, Debtors hereby waive such rights and Banks shall have the right in their sole discretion to determine the order and method of the application of payments received from Debtors or from the sale or disposition of the Collateral and to revise such application prospectively or retroactively at its discretion.

7.8 Deficiency. If the Proceeds of any disposition of the Collateral are insufficient to cover all costs and expenses of such sale and the payment in full of all the Indebtedness, plus all other sums required to be expended or distributed by Banks, then Debtors shall be liable for any such deficiency.

7.9 Banks Transfer. Upon the transfer of all or any part of the Indebtedness, Banks may transfer all or any part of the Collateral and shall be fully discharged thereafter from all liability and responsibility with respect to such Collateral so transferred, and the transferee shall be vested with all the

rights and powers of Banks hereunder with respect to such Collateral so transferred, but with respect to any Collateral not so transferred, Banks shall retain all rights and powers hereby given.

7.10 Agent's Duties

(a) Agent's sole duty with respect to the Collateral in its possession shall be to use reasonable care in the custody and preservation thereof. Agent shall be deemed to have exercised reasonable care in the custody and preservation of such Collateral if such Collateral is accorded treatment substantially equal to that which Agent accords its own property, it being understood that Agent shall not have any responsibility for ascertaining or taking action with respect to calls, conversions, exchanges, maturities, declining value, tenders or other matters relative to any Collateral, regardless of whether Agent has or is deemed to have knowledge of such matters; or taking any necessary steps to preserve any rights against any Person with respect to any Collateral. Under no circumstances shall Agent be responsible for any injury or loss to the Collateral, or any part thereof, arising from any cause beyond the reasonable control of Agent.

(b) Agent may at any time deliver the Collateral or any part thereof to any Debtor and the receipt of such Debtor shall be a complete and full acquittance for the Collateral so delivered, and Agent shall thereafter be discharged from any liability or responsibility therefor.

ARTICLE EIGHT - GENERAL PROVISIONS

8.1 Notices. Any notice given by any party under this Agreement or any Loan Document shall be in writing and personally delivered, deposited in the United States mail, postage prepaid, or sent by tested telex or other authenticated message, charges prepaid, and addressed as follows:

To Debtors:

c/o GREENBRIER LEASING CORPORATION
One Centerpointe Drive, Suite 200
Lake Oswego, OR 97035
Attention: Mr. Norriss M. Webb

To Agent:

THE BANK OF CALIFORNIA, N.A.
407 S.W. Broadway
Portland, OR 97205
Attention: Mr. Stephen E. Clive

To Other Banks:

(at the addresses set forth on the signature page of the Credit Agreement)

Each party may change the address to which notices, requests and other communications are to be sent by giving written notice of such change to each other party.

8.2 Binding Effect. This Agreement shall be binding upon each Debtor, its permitted successors, representatives and assigns, and shall inure to the benefit of Banks and their successors, and assigns; provided however that Debtors may not assign or transfer Debtors' obligations under this Agreement without the prior written consent of Banks. Banks reserve the right to sell, assign, or transfer its rights and powers under this Agreement in whole or in part without notice to Debtors. In that connection, Banks may disclose all documents and information which Banks now or hereafter may have relating to this Agreement, Debtors or any Debtors' business.

8.3 No Waiver. Any waiver, consent or approval by Banks of any Event of Default or breach of any provision, condition or covenant of this Agreement or any Loan Document must be in writing and shall be effective only to the extent set forth in writing. No waiver of any breach or default shall be deemed a waiver of any later breach or default of the same or any other provision of this Agreement or any of the Loan Documents. Any failure or delay on the part of Banks in exercising any power, right or privilege under this Agreement or any Loan Document shall not operate as a waiver thereof, nor shall any single or partial exercise of any such power, right or privilege preclude any further exercise thereof.

8.4 Rights Cumulative. All rights and remedies existing under this Agreement are cumulative to, and not exclusive of, any other rights or remedies available under contract or applicable law.

8.5 Unenforceable Provisions. Any provision of this Agreement which is prohibited or unenforceable in any jurisdiction shall be so only as to such jurisdiction and only to the extent of such prohibition or unenforceability, but all the remaining provisions of this Agreement shall remain valid and enforceable.

8.6 Governing Law/Waiver or Notice. Except as may be otherwise provided by the Uniform Commercial Code or in any addendum hereto, this Agreement shall be governed by and construed in accordance with the laws of the state of Oregon. Debtors hereby waive presentment, demand, protest, notice of dishonor and all other notices and demands, as well as any applicable statute of limitations.

8.7 Indemnification. Debtors shall pay and protect, defend and indemnify Banks and Banks' employees, officers, directors, shareholders, affiliates, correspondents, agents and

representatives (other than Banks, collectively "Representatives") against, and hold Banks and each such Representative harmless from, all claims, actions, proceedings, liabilities, damages, losses, expenses (including, without limitation, attorneys' fees and costs) and other amounts incurred by Banks and each such Representative, arising from the matters contemplated by this Agreement; **provided, however**, that this indemnification shall not apply to any of the foregoing incurred solely as the result of Banks' or any Representative's gross negligence or willful misconduct. This indemnification shall survive the payment and satisfaction of all of Debtors' obligations and liabilities to Banks.

8.8 Reimbursement. Debtors shall reimburse Banks for all costs and expenses, including, without limitation, reasonable attorneys' fees and disbursements (and fees and disbursements of Banks' in-house counsel) expended or incurred by Banks in any arbitration, mediation, judicial reference, legal action or otherwise in connection with (a) the negotiation, preparation, amendment, interpretation and enforcement of this Agreement, including, without limitation, during any workout, attempted workout, and/or in connection with the rendering of legal advice as to Banks' rights, remedies and obligations under this Agreement, (b) collecting any sum which becomes due Banks under this Agreement, (c) any proceeding for declaratory relief, any counterclaim to any proceeding, or any appeal, or (d) the protection, preservation or enforcement of any rights of Banks. The reimbursement rights under (c) and (d) above shall apply upon an Event of Default or if Agent deems the expenditure necessary to protect the Collateral or if any of the Debtors have failed to perform an obligation under any of the Loan Documents. For the purposes of this section, attorneys' fees shall include, without limitation, fees incurred in connection with the following: (1) contempt proceedings; (2) discovery; (3) any motion, proceeding or other activity of any kind in connection with a bankruptcy proceeding or case arising out of or relating to any petition under Title 11 of the United States Code, as the same shall be in effect from time to time, or any similar law; (4) garnishment, levy, and debtor and third-party examinations; and (5) postjudgment motions and proceedings of any kind, including, without limitation, any activity taken to collect or enforce any judgment.

8.9 Multiple Debtors. In all cases where there is more than one Debtor, or when this Agreement is executed by more than one Debtor, the term "Debtor" shall include each or any Debtor, and all terms appearing in the singular shall be deemed to have been used in the plural where the context and construction so require.

8.10 Joint and Several. Should more than one Person sign this Agreement as Debtor, the obligations of each signer shall be joint and several.

8.11 Entire Agreement. This Agreement is intended by Debtors and Banks as the final expression of Debtors' obligations to Banks in connection with the Collateral and supersedes all prior understandings or agreements concerning the subject matter hereof. This Agreement may be amended only by a writing signed by Debtors and accepted by Banks in writing.

IN WITNESS WHEREOF, Debtors have executed this Agreement as of the date set forth in the preamble.

DEBTORS:

GREENBRIER LEASING CORPORATION

By Norris M. Webb
Title: E V.P.

GREENBRIER RAILCAR, INC.

By Norris M. Webb
Title: V.P.

GREENBRIER CAPITAL CORPORATION

By Norris M. Webb
Title: V.P.

AUTOSTACK CORPORATION

By Norris M. Webb
Title: V.P.

2604912

Recordation No.: 15505
Debtor: Greenbrier Capital Corporation
Secured Parties: The Bank of California, N.A. and
West One Bank, Idaho

EXHIBIT B
TO
SECURITY AGREEMENT SUPPLEMENT

None.