FORM 10-Q

Quarterly report pursuant to sections 13 or 15(d)

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GREENBRIER COMPANIES INC

CIK:**923120**| IRS No.: **930816972** | State of Incorp.:**OR** | Fiscal Year End: **0831**
Type: **10-Q** | Act: **34** | File No.: **001-13146** | Film No.: **13520393**
SIC: **3743** Railroad equipment

Mailing Address
ONE CENTERPOINTE DR
STE 200
LAKE OSWEGO OR 97035

Business Address
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LAKE OSWEGO OR 97035
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UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
WASHINGTON, D.C. 20549

Form 10-Q

☒ **QUARTERLY REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934**

for the quarterly period ended November 30, 2012

☐ **TRANSITION REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934**

for the transition period from to

Commission File No. 1-13146

THE GREENBRIER COMPANIES, INC.

(Exact name of registrant as specified in its charter)

Oregon	**93-0816972**
(State of Incorporation)	**(I.R.S. Employer Identification No.)**
One Centerpointe Drive, Suite 200, Lake Oswego, OR	**97035**
(Address of principal executive offices)	**(Zip Code)**

(503) 684-7000

(Registrant' s telephone number, including area code)

Indicate by check mark whether the registrant (1) has filed all reports required to be filed by Section 13 or 15(d) of the Securities Exchange Act of 1934 during the preceding 12 months (or for such shorter period that the registrant was required to file such reports), and (2) has been subject to such filing requirements for the past 90 days. Yes ☒ No ☐

Indicate by check mark whether the registrant has submitted electronically and posted on its corporate Web site, if any, every Interactive Data File required to be submitted and posted pursuant to Rule 405 of Regulations S-T during the preceding 12 months (or for such shorter period that the registrant was required to submit and post such files). Yes ☒ No ☐

Indicate by check mark whether the registrant is a large accelerated filer, an accelerated filer, a non-accelerated filer or a smaller reporting company. See definition of "large accelerated filer", "accelerated filer" and "smaller reporting company" in Rule 12b-2 of the Exchange Act. (Check one):

Large accelerated filer ☐	Accelerated filer ☒
Non-accelerated filer ☐	Smaller reporting company ☐

Indicate by check mark whether the registrant is a shell company (as defined in Rule 12b-2 of the Exchange Act) Yes ☐ No ☒

The number of shares of the registrant’ s common stock, without par value, outstanding on January 2, 2013 was 27,194,577 shares.

Forward-Looking Statements

From time to time, The Greenbrier Companies, Inc. and its subsidiaries (Greenbrier or the Company) or their representatives have made or may make forward-looking statements within the meaning of Section 27A of the Securities Act of 1933, as amended, and Section 21E of the Securities Exchange Act of 1934, as amended, including, without limitation, statements as to expectations, beliefs and strategies regarding the future. Such forward-looking statements may be included in, but not limited to, press releases, oral statements made with the approval of an authorized executive officer or in various filings made by us with the Securities and Exchange Commission, including this filing on Form 10-Q. These statements involve known and unknown risks, uncertainties and other important factors that may cause our actual results, performance or achievements to be materially different from any future results, performance or achievements expressed or implied by the forward-looking statements. These forward-looking statements rely on a number of assumptions concerning future events and include statements relating to:

availability of financing sources and borrowing base for working capital, other business development activities, capital spending and leased railcars for syndication (sale of railcars with lease attached);

ability to renew, maintain or obtain sufficient credit facilities and financial guarantees on acceptable terms;

ability to utilize beneficial tax strategies;

ability to grow our businesses;

ability to obtain lease and sales contracts which provide adequate protection against changes in interest rates and increased costs of materials and components;

ability to obtain adequate insurance coverage at acceptable rates;

ability to obtain adequate certification and licensing of products; and

short-term and long-term revenue and earnings effects of the above items.

The following factors, among others, could cause actual results or outcomes to differ materially from the forward-looking statements:

fluctuations in demand for newly manufactured railcars or marine barges;

fluctuations in demand for wheel services, refurbishment and parts;

delays in receipt of orders, risks that contracts may be canceled during their term or not renewed and that customers may not purchase the amount of products or services under the contracts as anticipated;

ability to maintain sufficient availability of credit facilities and to maintain compliance with or to obtain appropriate amendments to covenants under various credit agreements;

domestic and global economic conditions including such matters as embargoes or quotas;

U.S., Mexican and other global political or security conditions including such matters as terrorism, war, civil disruption and crime;

growth or reduction in the surface transportation industry;

ability to maintain good relationships with third party labor providers or collective bargaining units;

steel and specialty component price fluctuations and availability, scrap surcharges, steel scrap prices and other commodity price fluctuations and availability and their impact on product demand and margin;

delay or failure of acquired businesses, assets, start-up operations, or new products or services to compete successfully;

changes in product mix and the mix of revenue levels among reporting segments;

labor disputes, energy shortages or operating difficulties that might disrupt operations or the flow of cargo;

production difficulties and product delivery delays as a result of, among other matters, inefficiencies associated with the start-up of production lines or increased production rates, changing technologies or non-performance of alliance partners, subcontractors or suppliers;

ability to renew or replace expiring customer contracts on satisfactory terms;

ability to obtain and execute suitable contracts for leased railcars for syndication;

lower than anticipated lease renewal rates, earnings on utilization based leases or residual values for leased equipment;

discovery of defects in railcars resulting in increased warranty costs or litigation;

resolution or outcome of pending or future litigation and investigations;

natural disasters or severe weather patterns that may affect either us, our suppliers or our customers;

loss of business from, or a decline in the financial condition of, any of the principal customers that represent a significant portion of our total revenues;

competitive factors, including introduction of competitive products, new entrants into certain of our markets, price pressures, limited customer base, and competitiveness of our manufacturing facilities and products;

industry overcapacity and our manufacturing capacity utilization;

decreases or write-downs in carrying value of inventory, goodwill, intangibles or other assets due to impairment;

severance or other costs or charges associated with lay-offs, shutdowns, or reducing the size and scope of operations;

changes in future maintenance or warranty requirements;

ability to adjust to the cyclical nature of the industries in which we operate;

changes in interest rates and financial impacts from interest rates;

ability and cost to maintain and renew operating permits;

actions by various regulatory agencies, including potential environmental remediation obligations;

changes in fuel and/or energy prices;

risks associated with our intellectual property rights or those of third parties, including infringement, maintenance, protection, validity, enforcement and continued use of such rights;

expansion of warranty and product support terms beyond those which have traditionally prevailed in the rail supply industry;

availability of a trained work force and availability and/or price of essential raw materials, specialties or components, including steel castings, to permit manufacture of units on order;

failure to successfully integrate acquired businesses;

discovery of previously unknown liabilities associated with acquired businesses;

failure of or delay in implementing and using new software or other technologies;

ability to replace maturing lease and management services revenue and earnings with revenue and earnings from new commercial transactions, including new railcar leases, additions to the lease fleet and new management services contracts;

credit limitations upon our ability to maintain effective hedging programs; and

financial impacts from currency fluctuations and currency hedging activities in our worldwide operations.

Any forward-looking statements should be considered in light of these factors. Words such as “anticipates,” “believes,” “forecast,” “potential,” “goal,” “contemplates,” “expects,” “intends,” “plans,” “projects,” “hopes,” “seeks,” “estimates,” “could,” “would,” “will,” “may,” “can,” “designed to,” “foreseeable future” and similar expressions identify forward-looking statements. These forward-looking statements are not guarantees of future performance and are subject to risks and uncertainties that could cause actual results to differ materially from the results contemplated by the forward-looking statements. Many of the important factors that will determine these results and values are beyond our ability to control or predict. You are cautioned not to put undue reliance on any forward-looking statements. Except as otherwise required by law, we do not assume any obligation to update any forward-looking statements.

All references to years refer to the fiscal years ended August 31st unless otherwise noted.

PART I. FINANCIAL INFORMATION

Item 1. Condensed Financial Statements

Consolidated Balance Sheets

(In thousands, unaudited)

	November 30, 2012	August 31, 2012
Assets		
Cash and cash equivalents	$41,284	$53,571
Restricted cash	7,322	6,277
Accounts receivable, net	163,385	146,326
Inventories	363,642	316,741
Leased railcars for syndication	54,297	97,798
Equipment on operating leases, net	362,522	362,968
Property, plant and equipment, net	186,715	182,429
Goodwill	137,066	137,066
Intangibles and other assets, net	79,500	81,368
	$1,395,733	$1,384,544
Liabilities and Equity		
Revolving notes	$89,826	$60,755
Accounts payable and accrued liabilities	282,925	329,508
Deferred income taxes	96,498	95,363
Deferred revenue	28,283	17,194
Notes payable	427,697	428,079
Commitments and contingencies (Note 12)		
Equity:		
Greenbrier		
Preferred stock – without par value; 25,000 shares authorized; none outstanding	–	–
Common stock – without par value; 50,000 shares authorized; 27,195 and 27,143 shares outstanding at November 30, 2012 and August 31, 2012	–	–
Additional paid-in capital	254,359	252,256
Retained earnings	196,317	185,890
Accumulated other comprehensive loss	(3,596)	(6,369)
Total equity Greenbrier	447,080	431,777
Noncontrolling interest	23,424	21,868
Total equity	470,504	453,645
	$1,395,733	$1,384,544

The accompanying notes are an integral part of these financial statements

Consolidated Statements of Income

(In thousands, except per share amounts, unaudited)

	Three Months Ended November 30,	
	2012	2011
Revenue		
Manufacturing	$285,368	$262,656
Wheel Services, Refurbishment & Parts	112,100	117,749
Leasing & Services	17,906	17,794
	415,374	398,199
Cost of revenue		
Manufacturing	258,492	236,188
Wheel Services, Refurbishment & Parts	101,476	105,891
Leasing & Services	7,627	9,663
	367,595	351,742
Margin	47,779	46,457
Selling and administrative	26,100	23,235
Gain on disposition of equipment	(1,408)	(3,658)
Earnings from operations	23,087	26,880
Other costs		
Interest and foreign exchange	5,900	5,383
Earnings before income taxes and loss from unconsolidated affiliates	17,187	21,497
Income tax expense	(4,586)	(7,797)
Earnings before loss from unconsolidated affiliates	12,601	13,700
Loss from unconsolidated affiliates	(40)	(372)
Net earnings	12,561	13,328
Net (earnings) loss attributable to noncontrolling interest	(2,134)	1,189
Net earnings attributable to Greenbrier	$10,427	$14,517
Basic earnings per common share:	$0.38	$0.57
Diluted earnings per common share:	$0.35	$0.48
Weighted average common shares:		
Basic	27,144	25,463
Diluted	33,991	33,389

The accompanying notes are an integral part of these financial statements

Consolidated Statements of Comprehensive Income

(In thousands, unaudited)

	Three Months Ended November 30,	
	2012	2011
Net earnings	$12,561	$13,328
Other comprehensive income		
Translation adjustment	2,135	(4,843)
Reclassification of derivative financial instruments recognized in net earnings (net of tax of effect of $0.04 million and $0.2 million)	(616)	(1,353)
Unrealized gain (loss) on derivative financial instruments (net of tax of effect of $0.3 million and $0.04 million)	1,299	(3,255)
	2,818	(9,451)
Comprehensive income	15,379	3,877
Comprehensive (income) loss attributable to noncontrolling interest	(2,179)	1,336
Comprehensive income attributable to Greenbrier	$13,200	$5,213

The accompanying notes are an integral part of these financial statements

Consolidated Statements of Equity

(In thousands, unaudited)

	Attributable to Greenbrier						
	Common Stock Shares	Additional Paid-in Capital	Retained Earnings	Accumulated Other Comprehensive Income (Loss)	Total Attributable to Greenbrier	Attributable to Noncontrolling Interest	Total Equity
Balance September 1, 2012	27,143	$252,256	$185,890	$ (6,369)	$431,777	$ 21,868	$453,645
Net earnings	–	–	10,427	–	10,427	2,134	12,561
Other comprehensive income, net	–	–	–	2,773	2,773	45	2,818
Noncontrolling interest adjustments	–	–	–	–	–	(1,805)	(1,805)
Investment by joint venture partner	–	–	–	–	–	1,182	1,182
Restricted stock amortization	–	1,886	–	–	1,886	–	1,886
Excess tax benefit from restricted stock awards	–	217	–	–	217	–	217
Warrants exercised	52	–	–	–	–	–	–
Balance November 30, 2012	27,195	$254,359	$196,317	$ (3,596)	$447,080	$ 23,424	$470,504

	Attributable to Greenbrier						
	Common Stock Shares	Additional Paid-in Capital	Retained Earnings	Accumulated Other Comprehensive Loss	Total Attributable to Greenbrier	Attributable to Noncontrolling Interest	Total Equity
Balance September 1, 2011	25,186	$242,286	$127,182	$ (7,895)	$361,573	$ 14,328	$375,901
Net earnings (loss)	–	–	14,517	–	14,517	(1,189)	13,328
Other comprehensive loss, net	–	–	–	(9,304)	(9,304)	(147)	(9,451)
Noncontrolling interest adjustments	–	–	–	–	–	1,420	1,420
Restricted stock amortization	–	1,742	–	–	1,742	–	1,742
Warrants exercised	1,483	–	–	–	–	–	–
Balance November 30, 2011	26,669	$244,028	$141,699	$ (17,199)	$368,528	$ 14,412	$382,940

The accompanying notes are an integral part of these financial statements

Consolidated Statements of Cash Flows
(In thousands, unaudited)

	Three Months Ended November 30, 2012	Three Months Ended November 30, 2011
Cash flows from operating activities:		
Net earnings	$12,561	$13,328
Adjustments to reconcile net earnings to net cash used in operating activities:		
Deferred income taxes	940	3,665
Depreciation and amortization	10,923	9,889
Gain on sales of leased equipment	(1,408)	(3,658)
Accretion of debt discount	849	787
Stock based compensation expense	1,886	1,742
Other	(1,705)	2,024
Decrease (increase) in assets:		
Accounts receivable	(15,515)	33,687
Inventories	(41,465)	(34,088)
Leased railcars for syndication	43,501	(37,339)
Other	945	856
Increase (decrease) in liabilities:		
Accounts payable and accrued liabilities	(48,036)	260
Deferred revenue	11,039	(145)
Net cash used in operating activities	(25,485)	(8,992)
Cash flows from investing activities:		
Proceeds from sales of equipment	10,086	5,741
Investment in and net advances from unconsolidated affiliates	(160)	70
Increase in restricted cash	(1,045)	(38)
Capital expenditures	(25,141)	(15,007)
Other	–	10
Net cash used in investing activities	(16,260)	(9,224)
Cash flows from financing activities:		
Net change in revolving notes with maturities of 90 days or less	27,935	(9,150)
Proceeds from revolving notes with maturities longer than 90 days	9,195	7,557
Repayments of revolving notes with maturities longer than 90 days	(8,941)	(5,606)
Proceeds from the issuance of notes payable	–	2,500
Repayments of notes payable	(1,230)	(1,243)
Investment by joint venture partner	1,182	–
Excess tax benefit from restricted stock awards	217	–
Net cash provided by (used in) financing activities	28,358	(5,942)
Effect of exchange rate changes	1,100	(5,209)
Decrease in cash and cash equivalents	(12,287)	(29,367)
Cash and cash equivalents		
Beginning of period	53,571	50,222
End of period	$41,284	$20,855

Cash paid during the period for:

Interest	$9,362	$6,476
Income taxes, net	$6,845	$(2,613)

The accompanying notes are an integral part of these financial statements

Notes to Condensed Consolidated Financial Statements
(Unaudited)

Note 1 – Interim Financial Statements

The Condensed Consolidated Financial Statements of The Greenbrier Companies, Inc. and Subsidiaries (Greenbrier or the Company) as of November 30, 2012 and for the three months ended November 30, 2012 and 2011 have been prepared without audit and reflect all adjustments (consisting of normal recurring accruals) which, in the opinion of management, are necessary for a fair presentation of the financial position and operating results and cash flows for the periods indicated. The results of operations for the three months ended November 30, 2012 are not necessarily indicative of the results to be expected for the entire year ending August 31, 2013.

Certain notes and other information have been condensed or omitted from the interim financial statements presented in this Quarterly Report on Form 10-Q. Therefore, these financial statements should be read in conjunction with the Consolidated Financial Statements contained in the Company' s 2012 Annual Report on Form 10-K.

Management Estimates – The preparation of financial statements in conformity with accounting principles generally accepted in the United States requires judgment on the part of management to arrive at estimates and assumptions on matters that are inherently uncertain. These estimates may affect the amount of assets, liabilities, revenue and expenses reported in the financial statements and accompanying notes and disclosure of contingent assets and liabilities within the financial statements. Estimates and assumptions are periodically evaluated and may be adjusted in future periods. Actual results could differ from those estimates.

Initial Adoption of Accounting Policies – In the first quarter of 2013, the Company adopted an accounting standard update that increased the prominence of items reported in other comprehensive income. The standard eliminated the option of presenting other comprehensive income as part of the statement of equity and instead requires the Company to present other comprehensive income as either a single statement of comprehensive income combined with net income or as two separate but continuous statements. The adoption of this accounting standard update did impact the presentation of other comprehensive income, as the Company has elected to present two separate but consecutive statements, but did not have an impact on the Company' s financial position or results of operations.

In the first quarter of 2013, the Company adopted an accounting standard update regarding how entities test goodwill for impairment. This accounting standard update is intended to reduce the cost and complexity of the annual goodwill impairment test by providing entities an option to perform a qualitative assessment to determine whether further impairment testing is necessary. This update impacts testing steps only and therefore the adoption did not have an effect on the Company' s Consolidated Financial Statements.

Prospective Accounting Changes – In July 2012, an accounting standard update was issued regarding the testing of indefinite-lived intangible assets for impairment. This update is intended to reduce the cost and complexity of testing indefinite-lived intangible assets for impairment by providing entities with an option to perform a qualitative assessment to determine whether further impairment testing is necessary. This update will be effective for the Company as of September 1, 2013. However, early adoption is permitted if an entity' s financial statements for the most recent annual or interim period have not yet been issued. This update impacts testing steps only, and therefore adoption will not have an effect on the Company' s Consolidated Financial Statements.

Note 2 – Inventories

Inventories are valued at the lower of cost (first-in, first-out) or market. Work-in-process includes material, labor and overhead. The following table summarizes the Company' s inventory balance:

(In thousands)	November 30, 2012	August 31, 2012
Manufacturing supplies and raw materials	$ 240,382	$228,092
Work-in-process	77,216	71,210
Finished goods	51,230	22,571
Excess and obsolete adjustment	(5,186)	(5,132)
	$ 363,642	$316,741

Note 3 – Intangibles and Other Assets, net

Intangible assets that are determined to have finite lives are amortized over their useful lives. Intangible assets with indefinite useful lives are not amortized and are periodically evaluated for impairment.

The following table summarizes the Company' s identifiable intangible and other assets balance:

(In thousands)	November 30, 2012	August 31, 2012
Intangible assets subject to amortization:		
Customer relationships	$ 66,825	$66,825
Accumulated amortization	(24,153)	(22,995)
Other intangibles	5,003	4,906
Accumulated amortization	(3,933)	(3,779)
	43,742	44,957
Intangible assets not subject to amortization	912	912
Prepaid and other assets	10,140	10,272
Debt issuance costs, net	9,562	10,194
Nonqualified savings plan investments	6,771	6,667
Investment in unconsolidated affiliates	8,373	8,301
Investment in direct finance leases	–	65
Total intangible and other assets	$ 79,500	$81,368

Amortization expense for the three months ended November 30, 2012 and 2011 was $1.3 million and $1.2 million. Amortization expense for the years ending August 31, 2013, 2014, 2015, 2016 and 2017 is expected to be $4.2 million, $4.1 million, $4.1 million, $4.1 million and $3.9 million.

Note 4 – Revolving Notes

Senior secured credit facilities, consisting of three components, aggregated to $356.1 million as of November 30, 2012.

As of November 30, 2012, a $290.0 million revolving line of credit secured by substantially all the Company' s assets in the U.S. not otherwise pledged as security for term loans and maturing June 2016, was available to provide working capital and interim financing of equipment, principally for the U.S. and Mexican operations. Advances under this facility bear interest at LIBOR plus 2.5% and Prime plus 1.5% depending on the type of borrowing. Available borrowings under the credit facility are generally based on defined levels of inventory, receivables, property, plant and equipment and leased equipment, as well as total debt to consolidated capitalization and fixed charges coverage ratios.

As of November 30, 2012, lines of credit totaling $20.9 million secured by certain of the Company' s European assets, with various variable rates that range from Warsaw Interbank Offered Rate (WIBOR) plus 1.3% to WIBOR plus 1.7%, were available for working capital needs of the European manufacturing operation. European credit facilities are continually being renewed. Currently these European credit facilities have maturities that range from May 2013 through December 2013.

As of November 30, 2012, the Company' s Mexican joint venture had two lines of credit totaling $45.2 million. The first line of credit provides up to $20.0 million (of which $15.2 million was available as of November 30, 2012) and is secured by certain of the joint venture' s accounts receivable and inventory. Advances under this facility bear interest at LIBOR plus 2.5%. The Mexican joint venture will be able to draw against this facility through December 2013. The second line of credit provides up to $30.0 million and is fully guaranteed by each of the joint venture partners, including the Company. Advances under this facility bear interest at LIBOR plus 2.0%. The Mexican joint venture will be able to draw against this facility through February 2015.

As of November 30, 2012, outstanding borrowings under the senior secured credit facilities consisted of $5.6 million in letters of credit and $41.8 million in revolving notes outstanding under the North American credit facility, $2.8 million outstanding under the European credit facilities and $45.2 million outstanding under the Mexican joint venture credit facilities.

Note 5 – Accounts Payable and Accrued Liabilities

(In thousands)	November 30, 2012	August 31, 2012
Trade payables and other accrued liabilities	$222,520	$258,316
Accrued payroll and related liabilities	31,137	37,915
Accrued maintenance	10,713	11,475
Accrued warranty	10,102	9,221
Income taxes payable	5,827	9,625
Other	2,626	2,956
	$282,925	$329,508

Note 6 – Warranty Accruals

Warranty costs are estimated and charged to operations to cover a defined warranty period. The estimated warranty cost is based on the history of warranty claims for each particular product type. For new product types without a warranty history, preliminary estimates are based on historical information for similar product types. The warranty accruals, included in Accounts payable and accrued liabilities on the Consolidated Balance Sheets, are reviewed periodically and updated based on warranty trends and expirations of warranty periods.

Warranty accrual activity:

	Three Months Ended November 30,	
(In thousands)	2012	2011
Balance at beginning of period	$9,221	$8,645
Charged to cost of revenue, net	1,585	906
Payments	(801)	(408)
Currency translation effect	97	(200)
Balance at end of period	$10,102	$8,943

Note 7 – Accumulated Other Comprehensive Income (Loss)

Accumulated other comprehensive income (loss), net of tax effect as appropriate, consisted of the following:

(In thousands)	Unrealized Income (Loss) on Derivative Financial Instruments	Pension Adjustment	Foreign Currency Translation Adjustment	Accumulated Other Comprehensive Income (Loss)
Balance, August 31, 2012	$ (93)	$ (325)	$ (5,951)	$ (6,369)
First quarter activity	683	–	2,090	2,773
Balance, November 30, 2012	$ 590	$ (325)	$ (3,861)	$ (3,596)

Note 8 – Earnings Per Share

The shares used in the computation of the Company' s basic and diluted earnings per common share are reconciled as follows:

	Three Months Ended November 30,	
(In thousands)	2012	2011
Weighted average basic common shares outstanding *(1)*	27,144	25,463
Dilutive effect of warrants	802	1,881
Dilutive effect of convertible notes *(2)*	6,045	6,045
Weighted average diluted common shares outstanding	33,991	33,389

(1) Restricted stock grants are treated as outstanding when issued and are included in weighted average basic common shares outstanding when the Company is in a net earnings position.

(2) The dilutive effect of the 2018 Convertible notes are included as they were considered dilutive under the "if converted" method as further discussed below. The dilutive effect of the 2026 Convertible notes was excluded from the share calculations as the stock price for each period presented was less than the initial conversion price of $48.05 and therefore considered anti-dilutive.

Dilutive EPS for the three months ended November 30, 2012 was calculated using the more dilutive of two approaches. The first approach includes the dilutive effect of outstanding warrants and shares underlying the 2026 Convertible notes in the share count using the treasury stock method. The second approach supplements the first by including the "if converted" effect of the 2018 Convertible notes issued in March 2011. Under the "if converted method" debt issuance and interest costs, both net of tax, associated with the convertible notes are added back to net earnings and the share count is increased by the shares underlying the convertible notes. The 2026 Convertible notes would only be included in the calculation of both approaches if the current stock price is greater than the initial conversion price of $48.05 using the treasury stock method.

	Three Months Ended November 30,	
	2012	2011
Net earnings attributable to Greenbrier	$10,427	$14,517
Add back:		
Interest and debt issuance costs on the 2018 Convertible notes, net of tax	1,430	1,376
Earnings before interest and debt issuance costs on convertible notes	$11,857	$15,893
Weighted average diluted common shares outstanding	33,991	33,389
Diluted earnings per share (1)	$0.35	$0.48

(1) Diluted earnings per share was calculated as follows:

$$\frac{\text{Earnings before interest and debt issuance costs on convertible notes}}{\text{Weighted average diluted common shares outstanding}}$$

Note 9 – Stock Based Compensation

The value, at the date of grant, of restricted stock awards is amortized as compensation expense over the lesser of the vesting period or to the recipient' s eligible retirement date. For the three months ended November 30, 2012 and 2011, $1.9 million and $1.7 million in compensation expense was recorded for restricted stock grants. Compensation expense related to restricted stock grants is recorded in Selling and administrative on the Consolidated Statements of Income.

Note 10 – Derivative Instruments

Foreign operations give rise to market risks from changes in foreign currency exchange rates. Foreign currency forward exchange contracts with established financial institutions are utilized to hedge a portion of that risk in Euro. Interest rate swap agreements are utilized to reduce the impact of changes in interest rates on certain debt. The Company' s foreign currency forward exchange contracts and interest rate swap agreements are designated as cash flow hedges, and therefore the effective portion of unrealized gains and losses are recorded in accumulated other comprehensive loss.

At November 30, 2012 exchange rates, forward exchange contracts for the purchase of Polish Zloty and the sale of Euro aggregated to $78.4 million. Adjusting the foreign currency exchange contracts to the fair value of the cash flow hedges at November 30, 2012 resulted in an unrealized pre-tax gain of $2.6 million that was recorded in accumulated other comprehensive loss. The fair value of the contracts is included in Accounts payable and accrued liabilities when there is a loss, or Accounts receivable, net when there is a gain, on the Consolidated Balance Sheets. As the contracts mature at various dates through December 2013, any such gain or loss remaining will be recognized in manufacturing revenue along with the related transactions when they occur. In the event that the underlying sales transaction does not occur or does not occur in the period designated at the inception of the hedge, the amount classified in accumulated other comprehensive loss would be reclassified to the current year' s results of operations in Interest and foreign exchange.

At November 30, 2012, an interest rate swap agreement had a notional amount of $42.6 million and matures March 2014. The fair value of this cash flow hedge at November 30, 2012 resulted in an unrealized pre-tax loss of $2.5 million. The loss is included in Accumulated other comprehensive loss and the fair value of the contract is included in Accounts payable and accrued liabilities on the Consolidated Balance Sheet. As interest expense on the underlying debt is recognized, amounts corresponding to the interest rate swap are reclassified from accumulated other comprehensive loss and charged or credited to interest expense. At November 30, 2012 interest rates, approximately $1.6 million would be reclassified to interest expense in the next 12 months.

Fair Values of Derivative Instruments

	Asset Derivatives			Liability Derivatives		
		November 30, 2012	August 31, 2012		November 30, 2012	August 31, 2012
(In thousands)	Balance sheet location	Fair Value	Fair Value	Balance sheet location	Fair Value	Fair Value
Derivatives designated as hedging instruments						
Foreign forward exchange contracts	Accounts receivable	$ 3,552	$ 2,703	Accounts payable and accrued liabilities	$ –	$ 182
Interest rate swap contracts	Other assets	–	–	Accounts payable and accrued liabilities	2,470	2,861
		$ 3,552	$ 2,703		$ 2,470	$ 3,043
Derivatives not designated as hedging instruments						
Foreign forward exchange contracts	Accounts receivable	$ 530	$ 141	Accounts payable and accrued liabilities	$ –	$ 102

The Effect of Derivative Instruments on the Statement of Operations

Derivatives in cash flow hedging relationships	Location of gain (loss) recognized in income on derivative	Gain (loss) recognized in income on derivative Three months ended November 30,	
		2012	2011
Foreign forward exchange contract	Interest and foreign exchange	$ 155	$ (626)

Derivatives in cash flow hedging relationships	Gain (loss) recognized in OCI on derivatives (effective portion) Three months ended November 30,		Location of gain (loss) reclassified from accumulated OCI into income	Gain (loss) reclassified from accumulated OCI into income (effective portion) Three months ended November 30,		Location of gain in income on derivative (ineffective portion and amount excluded from effectiveness testing)	Gain recognized on derivative (ineffective portion and amount excluded from effectiveness testing) Three months ended November 30,	
	2012	2011		2012	2011		2012	2011
Foreign forward exchange contracts	$1,509	$(6,536)	Revenue	$1,080	$(1,084)	Interest and foreign exchange	$ 896	$ –
Interest rate swap contracts	(28)	(997)	Interest and foreign exchange	(420)	(441)	Interest and foreign exchange	–	–
	$1,481	$(7,533)		$660	$(1,525)		$ 896	$ –

Note 11 – Segment Information

Greenbrier operates in three reportable segments: Manufacturing; Wheel Services, Refurbishment & Parts; and Leasing & Services. The accounting policies of the segments are described in the summary of significant accounting policies in the Consolidated Financial Statements contained in the Company' s 2012 Annual Report on Form 10-K. Performance is evaluated based on margin. The Company' s integrated business model results in selling and administrative costs being intertwined among the segments. Currently, Greenbrier' s management does not allocate these costs for either external or internal reporting purposes. Intersegment sales and transfers are valued as if the sales or transfers were to third parties. Related revenue and margin is eliminated in consolidation and therefore are not included in consolidated results in the Company' s Consolidated Financial Statements.

The information in the following table is derived directly from the segments' internal financial reports used for corporate management purposes.

	Three Months Ended November 30,	
(In thousands)	2012	2011
Revenue:		
Manufacturing	$270,294	$304,839
Wheel Services, Refurbishment & Parts	117,486	122,618
Leasing & Services	22,298	20,593
Intersegment eliminations	5,296	(49,851)
	$415,374	$398,199
Margin:		
Manufacturing	$26,876	$26,468
Wheel Services, Refurbishment & Parts	10,624	11,858
Leasing & Services	10,279	8,131
Segment margin total	47,779	46,457
Less unallocated items:		
Selling and administrative	26,100	23,235
Gain on disposition of equipment	(1,408)	(3,658)
Interest and foreign exchange	5,900	5,383
Earnings before income taxes and loss from unconsolidated affiliates	$17,187	$21,497

Note 12 – Commitments and Contingencies

The Company' s Portland, Oregon manufacturing facility is located adjacent to the Willamette River. The Company has entered into a Voluntary Clean-Up Agreement with the Oregon Department of Environmental Quality in which the Company agreed to conduct an investigation of whether, and to what extent, past or present operations at the Portland property may have released hazardous substances to the environment. The Company is also conducting groundwater remediation relating to a historical spill on the property which precedes its ownership.

The U.S. Environmental Protection Agency (EPA) has classified portions of the river bed of the Portland Harbor, including the portion fronting the Company' s manufacturing facility, as a federal "National Priority List" or "Superfund" site due to sediment contamination (the "Portland Harbor Site"). The Company and more than 140 other parties have received a "General Notice" of potential liability from the EPA relating to the Portland Harbor Site. The letter advised the Company that it may be liable for the costs of investigation and remediation (which liability may be joint and several with other potentially responsible parties) as well as for natural resource damages resulting from releases of hazardous substances to the site. At this time, ten private and public entities, including the Company (the "Lower Willamette Group" or "LWG"), have signed an Administrative Order on Consent (AOC) to perform a remedial investigation/ feasibility study ("RI/FS") of the Portland Harbor Site under EPA oversight, and several additional entities have not signed such consent, but are nevertheless contributing money to the effort. The EPA-mandated RI/FS is being conducted by the LWG and has cost over $90 million over an 11-year period. The Company has agreed to initially bear a percentage of the total costs incurred by the LWG in connection with the investigation. The Company' s aggregate expenditure has not been material over the 11-year period. Some or all of any such outlay may be recoverable from other responsible parties. The investigation is expected to continue for at least two more years and additional costs are expected to be incurred. The Company cannot estimate the amount of such investigation costs at this time.

Eighty-three parties, including the State of Oregon and the federal government, have entered into a non-judicial mediation process to try to allocate costs associated with the Portland Harbor site. Approximately 110 additional parties have signed tolling agreements related to such allocations. On April 23, 2009, the Company and the other AOC signatories filed suit against 69 other parties due to a possible limitations period for some such claims; Arkema Inc. et al v. A & C Foundry Products, Inc.et al, US District Court, District of Oregon, Case #3:09-cv-453-PK. All but 12 of these parties elected to sign tolling agreements and be dismissed without prejudice, and the case has now been stayed by the court, pending completion of the RI/FS. Although, as described below, the draft feasibility study has been submitted, the RI/FS will not be complete until the EPA approves it, which is not likely to occur until at least 2014.

A draft of the remedial investigation study was submitted to the EPA on October 27, 2009. The draft feasibility study was submitted to the EPA on March 30, 2012. The draft feasibility study evaluates several alternative cleanup approaches. The approaches submitted would take from 2 to 28 years with costs ranging from $169 million to $1.8 billion for cleanup of the entire Portland Harbor Site, depending primarily on the selected remedial action levels. The draft feasibility study suggests costs ranging from $9 million to $163 million for cleanup of the area of the Willamette River adjacent to the Company' s Portland, Oregon manufacturing facility, depending primarily on the selected remedial action level.

The draft feasibility study does not address responsibility for the costs of clean-up or allocate such costs among the potentially responsible parties, or define precise boundaries for the cleanup. Responsibility for funding and implementing the EPA' s selected cleanup will be determined after the issuance of the Record of Decision. Based on the investigation to date, the Company believes that it did not contribute in any material way to the damage of natural resources in the Portland Harbor Site and that the damage in the area of the Portland Harbor Site adjacent to its property precedes its ownership of the Portland, Oregon manufacturing facility. Because these environmental investigations are still underway, sufficient information is currently not available to determine the Company' s liability, if any, for the cost of any required remediation of the Portland Harbor Site or to estimate a range of potential loss. Based on the results of the pending investigations and future assessments of natural resource damages, the Company may be required to incur costs associated with additional phases of investigation or remedial action, and may be liable for damages to natural resources. In addition, the Company may be required to perform periodic maintenance dredging in order to continue to launch vessels from its launch ways in Portland, Oregon, on the Willamette River, and the river' s classification as a Superfund site could result in some limitations on future dredging and launch activities. Any of these matters could adversely affect the Company’ s business and Consolidated Financial Statements, or the value of its Portland property.

From time to time, Greenbrier is involved as a defendant in litigation in the ordinary course of business, the outcome of which cannot be predicted with certainty. The most significant litigation is as follows:

Greenbrier' s customer, SEB Finans AB (SEB), has raised performance concerns related to a component that the Company installed on 372 railcar units with an aggregate sales value of approximately $20.0 million produced under a contract with SEB. On December 9, 2005, SEB filed a Statement of Claim in an arbitration proceeding in Stockholm, Sweden, against Greenbrier alleging that the railcars were defective and could not be used for their intended purpose. A settlement agreement was entered into effective February 28, 2007 pursuant to which the railcar units previously delivered were to be repaired and the remaining units completed and delivered to SEB. SEB has made multiple additional warranty claims, including claims with respect to railcars that have been repaired pursuant to the original settlement agreement. Greenbrier and SEB are continuing to negotiate the scope of needed repairs. Current estimates of potential costs of such repairs do not exceed amounts accrued.

When the Company acquired the assets of the Freight Wagon Division of DaimlerChrysler in January 2000, it acquired a contract to build 201 freight cars for Okombi GmbH, a subsidiary of Rail Cargo Austria AG. Subsequently, Okombi made breach of warranty and late delivery claims against the Company which grew out of design and certification problems. All of these issues were settled as of March 2004. Additional allegations have been made, the most serious of which involve cracks to the structure of the freight cars. Okombi has been required to remove all 201 freight cars from service, and a formal claim has been made against the Company. Legal, technical and commercial evaluations are on-going to determine what obligations the Company might have, if any, to remedy the alleged defects, though resolution of such issues has not been reached due to delays by Okombi.

Management intends to vigorously defend its position in each of the open foregoing cases. While the ultimate outcome of such legal proceedings cannot be determined at this time, management believes that the resolution of these actions will not have a material adverse effect on the Company' s Consolidated Financial Statements.

The Company is involved as a defendant in other litigation initiated in the ordinary course of business. While the ultimate outcome of such legal proceedings cannot be determined at this time, management believes that the resolution of these actions will not have a material adverse effect on the Company' s Consolidated Financial Statements.

In accordance with customary business practices in Europe, the Company has $1.9 million in bank and third party warranty and performance guarantee facilities as of November 30, 2012. To date no amounts have been drawn under these guarantee facilities.

At November 30, 2012, the Mexican joint venture had $45.7 million of third party debt outstanding, for which the Company has guaranteed approximately $37.8 million. In addition, the Company, along with its joint venture partner, has committed to contributing $10.0 million to fund the capital expenditures for a fourth manufacturing line, of which the Company will contribute 50%. These amounts will be contributed at various intervals from May 31, 2012 to October 31, 2013. As of November 30, 2012, the Company and the joint venture partner have each contributed $2.5 million.

As of November 30, 2012 the Company has outstanding letters of credit aggregating $5.6 million associated with facility leases and workers compensation insurance.

Note 13 – Fair Value Measures

Certain assets and liabilities are reported at fair value on either a recurring or nonrecurring basis. Fair value, for this disclosure, is defined as an exit price, representing the amount that would be received to sell an asset or paid to transfer a liability in an orderly transaction between market participants, under a three-tier fair value hierarchy which prioritizes the inputs used in measuring fair value as follows:

Level 1 – observable inputs such as unadjusted quoted prices in active markets for identical instruments;

Level 2 – inputs, other than the quoted market prices in active markets for similar instruments, which are observable, either directly or indirectly; and

Level 3 – unobservable inputs for which there is little or no market data available, which require the reporting entity to develop its own assumptions.

Assets and liabilities measured at fair value on a recurring basis as of November 30, 2012 are:

(In thousands)	Total	Level 1	Level 2 (1)	Level 3
Assets:				
Derivative financial instruments	$4,082	$–	$4,082	$ –
Nonqualified savings plan investments	6,771	6,771	–	–
Cash equivalents	1,002	1,002	–	–
	$11,855	$7,773	$4,082	$ –
Liabilities:				
Derivative financial instruments	$2,470	$–	$2,470	$ –

(1) Level 2 assets and liabilities include derivative financial instruments which are valued based on significant observable inputs. See note 10 Derivative Instruments for further discussion.

Assets and liabilities measured at fair value on a recurring basis as of August 31, 2012 are:

(In thousands)	Total	Level 1	Level 2	Level 3
Assets:				
Derivative financial instruments	$2,844	$–	$2,844	$ –
Nonqualified savings plan investments	6,667	6,667	–	–
Cash equivalents	1,002	1,002	–	–
	$10,513	$7,669	$2,844	$ –
Liabilities:				
Derivative financial instruments	$3,145	$–	$3,145	$ –

Note 14 – Variable Interest Entities

In March 2012, the Company formed a special purpose entity that purchased a 1% interest in three trusts (the "Trusts") which are 99% owned by a third party. The Company has agreed to sell 1,363 railcars, subject to operating leases, for $115.4 million to the Trusts.

Gains and losses will be allocated between the Company and the third party equal to their respective ownership interest in the Trusts, with the exception that the Company may be entitled to receive a small portion of excess rent if the actual performance of the Trusts exceeds a target rate of return.

The Company is required to contribute $8.0 million of cash collateral, which is funded ratably as each tranche is closed, into restricted cash accounts to support the railcar portfolio meeting a target rate of return. If the actual return is less than the target return, the third party may withdraw amounts in the restricted cash accounts at certain intervals based on predetermined criteria.

In connection with this transaction, the Company entered into an agreement to provide administrative and remarketing services to the Trusts. The agreement is currently set to expire in March 2033. The Company also entered into an agreement to provide maintenance services to the Trusts during the initial lease term of the railcars. The Company will receive management and maintenance fees under each of the aforementioned agreements.

As of November 30, 2012, the Company has sold 943 railcars to the Trusts for an aggregate value of $77.0 million. 743 railcars were sold in May 2012 with an aggregate value of $61.1 million and an additional 200 railcars were sold in November 2012 with an aggregate value of $15.9 million. The remaining 420 railcars are expected to be sold during fiscal 2013. As of November 30, 2012 the Company has an obligation, up to a maximum amount of $5.3 million, to support the railcar portfolio meeting a target minimum rate of return. This obligation expires in March 2033. This $5.3 million, which is held in restricted cash, was recorded as a reduction in revenue on the sale of 800 new railcars and a reduction in gain on sale on the sale of the 143 used railcars with a credit to deferred revenue.

The Company has evaluated this relationship under ASC 810-10 and has concluded that the Trusts qualify as variable interest entities and that the Company is not the primary beneficiary. The Company will not consolidate the Trusts and will account for the investments under the equity method of accounting.

As of November 30, 2012, the carrying amount of the Company's investment in the Trust is $0.8 million which is recorded in Intangibles and Other Assets, net on the Consolidated Balance Sheets.

Note 15 – Guarantor/Non Guarantor

The convertible senior notes due 2026 (the Notes) issued on May 22, 2006 are fully and unconditionally and jointly and severally guaranteed by substantially all of Greenbrier' s material 100% owned U.S. subsidiaries: Autostack Company LLC, Greenbrier-Concarril, LLC, Greenbrier Leasing Company LLC, Greenbrier Leasing Limited Partner, LLC, Greenbrier Management Services, LLC, Greenbrier Leasing, L.P., Greenbrier Railcar LLC, Gunderson LLC, Gunderson Marine LLC, Gunderson Rail Services LLC, Meridian Rail Holding Corp., Meridian Rail Acquisition Corp., Meridian Rail Mexico City Corp., Brandon Railroad LLC, Gunderson Specialty Products, LLC and Greenbrier Railcar Leasing, Inc. No other subsidiaries guarantee the Notes including Greenbrier Union Holdings I LLC, Greenbrier Leasing Limited, Greenbrier Europe B.V., Greenbrier Germany GmbH, WagonySwidnica S.A., Zaklad Naprawczy Taboru Kolejowego Olawa sp. z o.o., Gunderson-Concarril, S.A. de C.V., Mexico Meridianrail Services, S.A. de C.V., Greenbrier Railcar Services – Tierra Blanca S.A. de C.V., YSD Doors, S.A. de C.V., Greenbrier-Gimsa, LLC and Gunderson-Gimsa S.A. de C.V.

The following represents the supplemental consolidating condensed financial information of Greenbrier and its guarantor and non guarantor subsidiaries, as of November 30, 2012 and August 31, 2012, for the three months ended November 30, 2012 and 2011. The information is presented on the basis of Greenbrier accounting for its ownership of its wholly owned subsidiaries using the equity method of accounting. The equity method investment for each subsidiary is recorded by the parent in intangibles and other assets. Intercompany transactions of goods and services between the guarantor and non guarantor subsidiaries are presented as if the sales or transfers were at fair value to third parties and eliminated in consolidation.

The Greenbrier Companies, Inc.
Condensed Consolidating Balance Sheet
November 30, 2012
(In thousands, unaudited)

	Parent	Combined Guarantor Subsidiaries	Combined Non-Guarantor Subsidiaries	Eliminations	Consolidated
Assets					
Cash and cash equivalents	$33,586	$14	$7,684	$–	$41,284
Restricted cash	–	1,990	5,332	–	7,322
Accounts receivable, net	(4)	112,879	50,989	(479)	163,385
Inventories	–	181,066	182,895	(319)	363,642
Leased railcars for syndication	–	55,347	–	(1,050)	54,297
Equipment on operating leases, net	–	364,954	–	(2,432)	362,522
Property, plant and equipment, net	3,194	104,362	79,159	–	186,715
Goodwill	–	137,066	–	–	137,066
Intangibles and other assets, net	711,235	90,223	3,105	(725,063)	79,500
	$748,011	$1,047,901	$329,164	$(729,343)	$1,395,733
Liabilities and Equity					
Revolving notes	$41,750	$–	$48,076	$–	$89,826
Accounts payable and accrued liabilities	(48,787)	165,752	165,956	4	282,925
Deferred income taxes	11,579	94,937	(8,225)	(1,793)	96,498
Deferred revenue	271	27,476	521	15	28,283
Notes payable	296,118	129,925	1,654	–	427,697
Total equity Greenbrier	447,080	629,811	99,435	(729,246)	447,080
Noncontrolling interest	–	–	21,747	1,677	23,424
Total equity	447,080	629,811	121,182	(727,569)	470,504
	$748,011	$1,047,901	$329,164	$(729,343)	$1,395,733

The Greenbrier Companies, Inc.
Condensed Consolidating Statement of Operations
For the three months ended November 30, 2012
(In thousands, unaudited)

	Parent	Combined Guarantor Subsidiaries	Combined Non-Guarantor Subsidiaries	Eliminations	Consolidated
Revenue					
Manufacturing	$–	$133,511	$229,508	$(77,651)	$285,368
Wheels Services, Refurbishment & Parts	–	116,224	–	(4,124)	112,100
Leasing & Services	91	17,823	–	(8)	17,906
	91	267,558	229,508	(81,783)	415,374
Cost of revenue					
Manufacturing	–	124,385	215,170	(81,063)	258,492
Wheel Services, Refurbishment & Parts	–	105,659	–	(4,183)	101,476
Leasing & Services	–	7,650	–	(23)	7,627
	–	237,694	215,170	(85,269)	367,595
Margin	91	29,864	14,338	3,486	47,779
Selling and administrative	9,786	8,131	8,183	–	26,100
Gain on disposition of equipment	–	(1,044)	–	(364)	(1,408)
Earnings (loss) from operations	(9,695)	22,777	6,155	3,850	23,087
Other costs					
Interest and foreign exchange	3,616	902	1,498	(116)	5,900
Earnings (loss) before income taxes and earnings (loss) from unconsolidated affiliates	(13,311)	21,875	4,657	3,966	17,187
Income tax (expense) benefit	5,769	(8,081)	(1,423)	(851)	(4,586)
Earnings (loss) before earnings (loss) from unconsolidated affiliates	(7,542)	13,794	3,234	3,115	12,601
Earnings (loss) from unconsolidated affiliates	17,969	36	9	(18,054)	(40)
Net earnings (loss)	10,427	13,830	3,243	(14,939)	12,561
Net (earnings) loss attributable to noncontrolling interest	–	–	(535)	(1,599)	(2,134)
Net earnings (loss) attributable to Greenbrier	$10,427	$13,830	$2,708	$(16,538)	$10,427

The Greenbrier Companies, Inc.
Condensed Consolidating Statement of Cash Flows
For the three months ended November 30, 2012
(In thousands, unaudited)

	Parent	Combined Guarantor Subsidiaries	Combined Non-Guarantor Subsidiaries	Eliminations	Consolidated
Cash flows from operating activities:					
Net earnings (loss)	$10,427	$13,830	$3,243	$(14,939)	$12,561
Adjustments to reconcile net earnings (loss) to net cash provided by (used in) operating activities:					
Deferred income taxes	2,481	(1,656)	(736)	851	940
Depreciation and amortization	576	7,922	2,448	(23)	10,923
Gain on sales of leased equipment	–	(1,044)	–	(364)	(1,408)
Accretion of debt discount	849	–	–	–	849
Stock based compensation	1,886	–	–	–	1,886
Other	–	98	1	(1,804)	(1,705)
Decrease (increase) in assets:					
Accounts receivable	915	(18,193)	1,676	87	(15,515)
Inventories	–	(39,095)	(2,384)	14	(41,465)
Leased railcars for syndication	–	45,243	–	(1,742)	43,501
Other	212	(141)	3,318	(2,444)	945
Increase (decrease) in liabilities:					
Accounts payable and accrued liabilities	(27,865)	(24,450)	4,277	2	(48,036)
Deferred revenue	(39)	11,506	(430)	2	11,039
Net cash provided by (used in) operating activities	(10,558)	(5,980)	11,413	(20,360)	(25,485)
Cash flows from investing activities:					
Proceeds from sales of equipment	–	10,086	–	–	10,086
Investment in and net advances to unconsolidated affiliates	(20,413)	(85)	(160)	20,498	(160)
Intercompany advances	4	–	–	(4)	–
Decrease (increase) in restricted cash	–	57	(1,102)	–	(1,045)
Capital expenditures	(49)	(16,676)	(8,278)	(138)	(25,141)
Net cash provided by (used in) investing activities	(20,458)	(6,618)	(9,540)	20,356	(16,260)
Cash flows from financing activities:					
Net changes in revolving notes with maturities of 90 days or less	41,750	–	(13,815)	–	27,935
Proceeds from revolving notes with maturities longer than 90 days	–	–	9,195	–	9,195
Repayment of revolving notes with maturities longer than 90 days	–	–	(8,941)	–	(8,941)
Intercompany advances	(11,688)	12,944	(1,260)	4	–
Repayments of notes payable	–	(1,028)	(202)	–	(1,230)
Investment by joint venture partner	–	–	1,182	–	1,182
Excess tax benefit from restricted stock awards	217	–	–	–	217

Net cash provided by (used in) financing activities	30,279	11,916	(13,841)	4	28,358
Effect of exchange rate changes	−	402	698	−	1,100
Decrease in cash and cash equivalents	(737)	(280)	(11,270)	−	(12,287)
Cash and cash equivalents					
Beginning of period	34,323	294	18,954	−	53,571
End of period	$33,586	$14	$7,684	$−	$41,284

The Greenbrier Companies, Inc.
Condensed Consolidating Balance Sheet
August 31, 2012
(In thousands)

	Parent	Combined Guarantor Subsidiaries	Combined Non-Guarantor Subsidiaries	Eliminations	Consolidated
Assets					
Cash and cash equivalents	$34,323	$294	$18,954	$–	$53,571
Restricted cash	–	2,047	4,230	–	6,277
Accounts receivable, net	(21,666)	122,917	45,467	(392)	146,326
Inventories	–	138,236	178,810	(305)	316,741
Leased railcars for syndication	–	100,590	–	(2,792)	97,798
Equipment on operating leases, net	–	365,925	–	(2,957)	362,968
Property, plant and equipment, net	3,721	106,219	72,489	–	182,429
Goodwill	–	137,066	–	–	137,066
Intangibles and other assets, net	688,261	91,278	3,620	(701,791)	81,368
	$704,639	$1,064,572	$323,570	$(708,237)	$1,384,544
Liabilities and Equity					
Revolving notes	$–	$–	$60,755	$–	$60,755
Accounts payable and accrued liabilities	(31,814)	205,477	155,844	1	329,508
Deferred income taxes	9,097	96,593	(7,684)	(2,643)	95,363
Deferred revenue	310	15,970	901	13	17,194
Notes payable	295,269	130,953	1,857	–	428,079
Total equity Greenbrier	431,777	615,579	90,761	(706,340)	431,777
Noncontrolling interest	–	–	21,136	732	21,868
Total equity	431,777	615,579	111,897	(705,608)	453,645
	$704,639	$1,064,572	$323,570	$(708,237)	$1,384,544

The Greenbrier Companies, Inc.
Condensed Consolidating Statement of Operations
For the three months ended November 30, 2011
(In thousands, unaudited)

	Parent	Combined Guarantor Subsidiaries	Combined Non-Guarantor Subsidiaries	Eliminations	Consolidated
Revenue					
Manufacturing	$–	$195,308	$212,443	$(145,095)	$262,656
Wheels Services, Refurbishment & Parts	–	121,758	–	(4,009)	117,749
Leasing & Services	269	17,745	–	(220)	17,794
	269	334,811	212,443	(149,324)	398,199
Cost of revenue					
Manufacturing	–	173,650	204,747	(142,209)	236,188
Wheel Services, Refurbishment & Parts	–	110,050	–	(4,159)	105,891
Leasing & Services	–	9,681	–	(18)	9,663
	–	293,381	204,747	(146,386)	351,742
Margin	269	41,430	7,696	(2,938)	46,457
Selling and administrative	9,899	6,959	6,377	–	23,235
Gain on disposition of equipment	–	(3,657)	–	(1)	(3,658)
Earnings (loss) from operations	(9,630)	38,128	1,319	(2,937)	26,880
Other costs					
Interest and foreign exchange	4,912	728	10	(267)	5,383
Earnings (loss) before income taxes and earnings (loss) from unconsolidated affiliates	(14,542)	37,400	1,309	(2,670)	21,497
Income tax (expense) benefit	6,626	(15,018)	94	501	(7,797)
Earnings (loss) before earnings (loss) from unconsolidated affiliates	(7,916)	22,382	1,403	(2,169)	13,700
Earnings (loss) from unconsolidated affiliates	22,433	(985)	–	(21,820)	(372)
Net earnings (loss)	14,517	21,397	1,403	(23,989)	13,328
Net (earnings) loss attributable to noncontrolling interest	–	–	(231)	1,420	1,189
Net earnings (loss) attributable to Greenbrier	$14,517	$21,397	$1,172	$(22,569)	$14,517

The Greenbrier Companies, Inc.
Condensed Consolidating Statement of Cash Flows
For the three months ended November 30, 2011

	Parent	Combined Guarantor Subsidiaries	Combined Non-Guarantor Subsidiaries	Eliminations	Consolidated
Cash flows from operating activities:					
Net earnings (loss)	$14,517	$21,397	$ 1,403	$(23,989)	$13,328
Adjustments to reconcile net earnings (loss) to net cash provided by (used in) operating activities:					
Deferred income taxes	4,416	(737)	488	(502)	3,665
Depreciation and amortization	699	7,404	1,803	(17)	9,889
Gain on sales of leased equipment	–	(3,657)	–	(1)	(3,658)
Accretion of debt discount	787	–	–	–	787
Stock based compensation expense	1,742	–	–	–	1,742
Other	–	603	1	1,420	2,024
Decrease (increase) in assets					
Accounts receivable	13,596	(18,628)	38,699	20	33,687
Inventories	–	14,918	(48,856)	(150)	(34,088)
Leased railcars for syndication	–	(38,759)	–	1,420	(37,339)
Other	853	1,049	(1,046)	–	856
Increase (decrease) in liabilities					
Accounts payable and accrued liabilities	(24,758)	27,610	(2,571)	(21)	260
Deferred revenue	(39)	(145)	39	–	(145)
Net cash provided by (used in) operating activities	11,813	11,055	(10,040)	(21,820)	(8,992)
Cash flows from investing activities:					
Proceeds from sales of equipment	–	5,741	–	–	5,741
Investment in and net advances to unconsolidated affiliates	(22,433)	683	–	21,820	70
Intercompany advances	(2,632)	–	–	2,632	–
Increase in restricted cash	–	(38)	–	–	(38)
Capital expenditures	(311)	(12,625)	(2,071)	–	(15,007)
Other	–	10	–	–	10
Net cash provided by (used in) investing activities	(25,376)	(6,229)	(2,071)	24,452	(9,224)
Cash flows from financing activities:					
Net change in revolving notes with maturities of 90 days or less	(8,000)	–	(1,150)	–	(9,150)
Proceeds from revolving notes with maturities longer than 90 days	–	–	7,557	–	7,557
Repayments of revolving notes with maturities longer than 90 days	–	–	(5,606)		(5,606)
Intercompany advances	1,713	(4,006)	4,925	(2,632)	–
Proceeds from notes payable	–	–	2,500	–	2,500
Repayments of notes payable	–	(1,041)	(202)	–	(1,243)
Other	–	–	–	–	–

Net cash provided by (used in) financing activities	(6,287)	(5,047)	8,024	(2,632)	(5,942)
Effect of exchange rate changes	–	(76)	(5,133)	–	(5,209)
Decrease in cash and cash equivalents	(19,850)	(297)	(9,220)	–	(29,367)
Cash and cash equivalents					
Beginning of period	33,368	529	16,325	–	50,222
End of period	$13,518	$232	$ 7,105	$–	$20,855

Item 2. Management' s Discussion and Analysis of Financial Condition and Results of Operations

Executive Summary

We operate in three primary business segments: Manufacturing; Wheel Services, Refurbishment & Parts; and Leasing & Services. These three business segments are operationally integrated. The Manufacturing segment, operating from facilities in the United States, Mexico and Poland, produces double-stack intermodal railcars, conventional railcars, tank cars and marine vessels. The Wheel Services, Refurbishment & Parts segment performs wheel, axle and bearing servicing; railcar repair, refurbishment and maintenance activities; as well as production and reconditioning of a variety of parts for the railroad industry in North America. The Leasing & Services segment owns approximately 10,000 railcars and provides management services for approximately 221,000 railcars for railroads, shippers, carriers, institutional investors and other leasing and transportation companies in North America. We also produce rail castings through an unconsolidated joint venture. Management evaluates segment performance based on margins.

Multi-year supply agreements are a part of rail industry practice. Customer orders may be subject to cancellations or modifications and contain terms and conditions customary in the industry. In most cases, little variation has been experienced between the quantity ordered and the quantity actually delivered.

Our total manufacturing backlog of railcar units as of November 30, 2012 was approximately 9,700 units with an estimated value of $1.11 billion compared to 13,300 units with an estimated value of $1.08 billion as of November 30, 2011. A portion of the orders included in backlog reflects an assumed product mix. Under terms of the orders, the exact mix will be determined in the future which may impact the dollar amount of backlog. Our backlog of railcar units and marine vessels is not necessarily indicative of future results of operations. Subsequent to quarter end we received new railcar orders for 2,800 units valued at approximately $294 million.

Marine backlog as of November 30, 2012 was approximately $20 million compared to $5 million as of November 30, 2011. In addition, we are party to a letter of intent for 15 barges valued at $60 million subject to significant permitting and other conditions.

Critical Accounting Policies and Estimates

The preparation of financial statements in conformity with accounting principles generally accepted in the U.S. requires judgment on the part of management to arrive at estimates and assumptions on matters that are inherently uncertain. These estimates may affect the amount of assets, liabilities, revenue and expenses reported in the financial statements and accompanying notes and disclosure of contingent assets and liabilities within the financial statements. Estimates and assumptions are periodically evaluated and may be adjusted in future periods. Actual results could differ from those estimates.

Income taxes - For financial reporting purposes, income tax expense is estimated based on planned tax return filings. The amounts anticipated to be reported in those filings may change between the time the financial statements are prepared and the time the tax returns are filed. Further, because tax filings are subject to review by taxing authorities, there is also the risk that a position taken in preparation of a tax return may be challenged by a taxing authority. If the taxing authority is successful in asserting a position different than that taken by us, differences in tax expense or between current and deferred tax items may arise in future periods. Such differences, which could have a material impact on our financial statements, would be reflected in the financial statements when management considers them probable of occurring and the amount reasonably estimable. Valuation allowances reduce deferred tax assets to an amount that will more likely than not be realized. Our estimates of the realization of deferred tax assets is based on the information available at the time the financial statements are prepared and may include estimates of future income and other assumptions that are inherently uncertain.

Maintenance obligations - We are responsible for maintenance on a portion of the managed and owned lease fleet under the terms of maintenance obligations defined in the underlying lease or management agreement. The estimated maintenance liability is based on maintenance histories for each type and age of railcar. These estimates involve judgment as to the future costs of repairs and the types and timing of repairs required over the lease term. As we cannot predict with certainty the prices, timing and volume of maintenance needed in the future on railcars under long-term leases, this estimate is uncertain and could be materially different from maintenance requirements. The liability is periodically reviewed and updated based on maintenance trends and known future repair or refurbishment requirements. These adjustments could be material due to the inherent uncertainty in predicting future maintenance requirements.

Warranty accruals - Warranty costs to cover a defined warranty period are estimated and charged to operations. The estimated warranty cost is based on historical warranty claims for each particular product type. For new product types without a warranty history, preliminary estimates are based on historical information for similar product types. These estimates are inherently uncertain as they are based on historical data for existing products and judgment for new products. If warranty claims are made in the current period for issues that have not historically been the subject of warranty claims and were not taken into consideration in establishing the accrual or if claims for issues already considered in establishing the accrual exceed expectations, warranty expense may exceed the accrual for that particular product. Conversely, there is the possibility that claims may be lower than estimates. The warranty accrual is periodically reviewed and updated based on warranty trends. However, as we cannot predict future claims, the potential exists for the difference in any one reporting period to be material.

Environmental costs - At times we may be involved in various proceedings related to environmental matters. We estimate future costs for known environmental remediation requirements and accrue for them when it is probable that we have incurred a liability and the related costs can be reasonably estimated based on currently available information. If further developments or resolution of an environmental matter result in facts and circumstances that are significantly different than the assumptions used to develop these reserves, the accrual for environmental remediation could be materially understated or overstated. Adjustments to these liabilities are made when additional information becomes available that affects the estimated costs to study or remediate any environmental issues or when expenditures for which reserves are established are made. Due to the uncertain nature of estimating potential environmental matters, there can be no assurance that we will not become involved in future litigation or other proceedings or, if we were found to be responsible or liable in any litigation or proceeding, that such costs would not be material to us.

Revenue recognition - Revenue is recognized when persuasive evidence of an arrangement exists, delivery has occurred or services have been rendered, the price is fixed or determinable and collectability is reasonably assured.

Railcars are generally manufactured, repaired or refurbished and wheel services and parts produced under firm orders from third parties. Revenue is recognized when these products or services are completed, accepted by an unaffiliated customer and contractual contingencies removed. Certain leases are operated under car hire arrangements whereby revenue is earned based on utilization, car hire rates and terms specified in the lease agreement. Car hire revenue is reported from a third party source two months in arrears; however, such revenue is accrued in the month earned based on estimates of use from historical activity and is adjusted to actual as reported. These estimates are inherently uncertain as they involve judgment as to the estimated use of each railcar. Adjustments to actual have historically not been significant. Revenues from construction of marine barges are either recognized on the percentage of completion method during the construction period or on the completed contract method based on the terms of the contract. Under the percentage of completion method, judgment is used to determine a definitive threshold against which progress towards completion can be measured to determine timing of revenue recognition.

We will periodically sell railcars with leases attached to financial investors. In addition we will often perform management or maintenance services at market rates for these railcars. Pursuant to the guidance in ASC 840-20-40, we evaluate the terms of any remarketing agreements and any contractual provisions that represent retained risk and the level of retained risk based on those provisions. We determine whether the level of retained risk exceeds 10% of the individual fair value of the rail cars delivered. For any contracts with multiple elements (i.e. railcars, maintenance, management services, etc) we allocate revenue among the deliverables primarily based upon objective and reliable evidence of the fair value of each element in the arrangement. If objective and reliable evidence of fair value of any element is not available, we will use its estimated selling price for purposes of allocating the total arrangement consideration among the elements.

Impairment of long-lived assets - When changes in circumstances indicate the carrying amount of certain long-lived assets may not be recoverable, the assets are evaluated for impairment. If the forecast undiscounted future cash flows are less than the carrying amount of the assets, an impairment charge to reduce the carrying value of the assets to fair value is recognized in the current period. These estimates are based on the best information available at the time of the impairment and could be materially different if circumstances change. If the forecast undiscounted future cash flows exceeded the carrying amount of the assets it would indicate that the assets were not impaired.

Goodwill and acquired intangible assets - The Company periodically acquires businesses in purchase transactions in which the allocation of the purchase price may result in the recognition of goodwill and other intangible assets. The determination of the value of such intangible assets requires management to make estimates and assumptions. These estimates affect the amount of future period amortization and possible impairment charges.

Goodwill and indefinite-lived intangible assets are tested for impairment annually during the third quarter. Goodwill is also tested more frequently if changes in circumstances or the occurrence of events indicates that a potential impairment exists. The provisions of Accounting Standards Codification (ASC) 350, *Intangibles - Goodwill and Other*, require that we perform a two-step impairment test on goodwill. In the first step, we compare the fair value of each reporting unit with its carrying value. We determine the fair value of our reporting units based on a weighting of income and market approaches. Under the income approach, we calculate the fair value of a reporting unit based on the present value of estimated future cash flows. Under the market approach, we estimate the fair value based on observed market multiples for comparable businesses. The second step of the goodwill impairment test is required only when the carrying value of the reporting unit exceeds its fair value as determined in the first step. In the second step we would compare the implied fair value of goodwill to its carrying value. The implied fair value of goodwill is determined by allocating the fair value of a reporting unit to all of the assets and liabilities of that unit as if the reporting unit had been acquired in a business combination and the fair value of the reporting unit was the price paid to acquire the reporting unit. The excess of the fair value of a reporting unit over the amounts assigned to its assets and liabilities is the implied fair value of goodwill. An impairment loss is recorded to the extent that the carrying amount of the reporting unit goodwill exceeds the implied fair value of that goodwill. The goodwill balance as of November 30, 2012 of $137.1 million relates to the Wheel Services, Refurbishment & Parts segment.

Results of Operations

Greenbrier operates in three reportable segments: Manufacturing; Wheel Services, Refurbishment & Parts; and Leasing & Services. Segment performance is evaluated based on margin. The Company' s integrated business model results in selling and administrative costs being intertwined among the segments. Currently, management does not allocate these costs for either external or internal reporting purposes.

Three Months Ended November 30, 2012 Compared to Three Months Ended November 30, 2011

Overview

Total revenue for the three months ended November 30, 2012 was $415.4 million, an increase of $17.2 million from revenues of $398.2 million in the prior comparable period. The increase was primarily the result of higher revenues in the manufacturing segment of our business. Manufacturing segment revenues increased $22.7 million primarily from a higher per unit average selling price as a result of a change in product mix.

Net earnings attributable to Greenbrier for the three months ended November 30, 2012 were $10.4 million or $0.35 per diluted common share compared to $14.5 million or $0.48 per diluted common share for the three months ended November 30, 2011.

	Three Months Ended November 30,	
(In thousands)	2012	2011
Revenue:		
Manufacturing	$285,368	$262,656
Wheel Services, Refurbishment & Parts	112,100	117,749
Leasing & Services	17,906	17,794
	415,374	398,199
Margin:		
Manufacturing	26,876	26,468
Wheel Services, Refurbishment & Parts	10,624	11,858
Leasing & Services	10,279	8,131
	47,779	46,457
Less unallocated items:		
Selling and administrative	26,100	23,235
Gain on disposition of equipment	(1,408)	(3,658)
Interest and foreign exchange	5,900	5,383
Earnings before income taxes and loss from unconsolidated affiliates	17,187	21,497
Income tax expense	(4,586)	(7,797)
Earnings before loss from unconsolidated affiliates	12,601	13,700
Loss from unconsolidated affiliates	(40)	(372)
Net earnings	12,561	13,328
Net (earnings) loss attributable to noncontrolling interest	(2,134)	1,189
Net earnings attributable to Greenbrier	$10,427	$14,517
Diluted earnings per common share	$0.35	$0.48

Manufacturing Segment

Manufacturing revenue for the three months ended November 30, 2012 was $285.4 million compared to $262.7 million for the three months ended November 30, 2011, an increase of $22.7 million. Railcar unit deliveries, which are the primary source of manufacturing revenue, were approximately 2,900 units in the current period compared to approximately 3,300 units in the prior comparable period. The increase in revenue on a lower volume of deliveries was primarily attributed to a higher per unit average selling price as a result of a change in product mix.

Manufacturing margin as a percentage of revenue for the three months ended November 30, 2012 was 9.4% compared to a margin of 10.1% for the three months ended November 30, 2011. The decrease in margin as a percentage of revenue was primarily attributed to a change in product mix and increases in overhead costs in conjunction with bringing on additional production lines at our manufacturing facilities in Mexico and adjusting our production rates at other facilities.

Wheel Services, Refurbishment & Parts Segment

Wheel Services, Refurbishment & Parts revenue was $112.1 million for the three months ended November 30, 2012 compared to $117.7 million in the comparable period of the prior year. The decrease of $5.6 million was primarily attributed to lower demand for wheel set replacements as compared to the prior year and a decrease in scrap metal pricing. These were partially offset by an increase in demand for refurbishment work.

Wheel Services, Refurbishment & Parts margin as a percentage of revenue was 9.5% for the three months ended November 30, 2012 compared to 10.1% for the three months ended November 30, 2011. The decrease in margin as a percentage of revenue was primarily the result of a reduction in efficiencies from operating at lower wheel volumes and a decrease in scrap metal pricing. These were partially offset by a change in sales mix to higher margin refurbishment work.

Leasing & Services Segment

Leasing & Services revenue was $17.9 million for the three months ended November 30, 2012 compared to $17.8 million for the comparable period of the prior year. The increase of $0.1 million was primarily a result of higher rents earned on increased volumes of leased railcars for syndication and an increase in the size of the owned and managed lease fleet. These were partially offset by a decrease in maintenance revenues.

Leasing & Services margin as a percentage of revenue was 57.4% for the three months ended November 30, 2012 and 45.7% for the three months ended November 30, 2011. The increase in margin as a percentage of revenue was primarily the result of the reduction in the maintenance accrual on terminated maintenance management agreements and higher rents earned on increased volumes of leased railcars for syndication.

The percentage of owned units on lease as of November 30, 2012 was 95.2% compared to 97.1% at November 30, 2011.

Selling and Administrative

Selling and administrative expense was $26.1 million or 6.3% of revenue for the three months ended November 30, 2012 compared to $23.2 million or 5.8% of revenue for the prior comparable period, an increase of $2.9 million. The increase for the three months ended November 30, 2012 compared to the prior comparable period primarily related to higher employee related costs associated with annual compensation adjustments, increased headcount and rising healthcare costs.

Gain on Disposition of Equipment

Assets from Greenbrier' s lease fleet are periodically sold in the normal course of business in order to take advantage of market conditions and manage risk and liquidity. Gain on disposition of equipment was $1.4 million for the three months ended November 30, 2012, compared to $3.7 million for the prior comparable period.

Other Costs

Interest and foreign exchange expense was comprised of the following:

	Three Months Ended November 30,		Increase
(In thousands)	2012	2011	(Decrease)
Interest and foreign exchange:			
Interest and other expense	$4,331	$5,539	$(1,208)
Accretion of convertible debt discount	849	786	63
Foreign exchange (gain) loss	720	(942)	1,662
	$5,900	$5,383	$517

The increase in interest and foreign exchange expense as compared to the prior comparable period was primarily attributed to a foreign exchange gain in the prior year and a foreign exchange loss in the current year. This was partially offset by lower interest expense on lower levels of borrowings and from the reversal of interest accruals associated with uncertain tax positions that were released during the quarter.

Income Tax

The tax rate for the three months ended November 30, 2012 was 26.7% as compared to 36.3% in the prior comparable period. The provision for income taxes is based on projected consolidated results of operations and geographical mix of earnings for the entire year which results in an estimated 33.7% annual effective tax rate before the impact of discrete items. Discrete items for the quarter included the reversal of reserves for uncertain tax positions partially offset by certain items associated with our Mexican operations. The tax rate fluctuates from period to period due to a change in the geographical mix of pre-tax earnings and losses, minimum tax requirements in certain local jurisdictions and the impact of discrete items.

Noncontrolling Interest

Net earnings attributable to noncontrolling interest was $2.1 million for the three months ended November 30, 2012 and a net loss attributable to noncontrolling interest of $1.2 million for the three months ended November 30, 2011 which primarily represents our joint venture partner' s share in the results of operations of our Mexican railcar manufacturing joint venture, adjusted for intercompany sales. The change from the prior comparable period is primarily a result of changes in the volume of intercompany activity.

Liquidity and Capital Resources

(In thousands)

	Three Months Ended	
	November 30, 2012	November 30, 2011
Net cash used in operating activities	$ (25,485)	$ (8,992)
Net cash used in investing activities	(16,260)	(9,224)
Net cash provided by (used in) financing activities	28,358	(5,942)
Effect of exchange rate changes	1,100	(5,209)
Net decrease in cash and cash equivalents	$ (12,287)	$ (29,367)

We have been financed through cash generated from operations, borrowings and issuance of stock. At November 30, 2012, cash and cash equivalents were $41.3 million, a decrease of $12.3 million from $53.6 million at August 31, 2012.

Cash used in operating activities was $25.5 million for the three months ended November 30, 2012 compared to cash used in operating activities of $9.0 million for the three months ended November 30, 2011. The change from the prior year was primarily due to a change in the timing of working capital needs.

Cash used in investing activities, primarily for capital expenditures, was $16.3 million for the three months ended November 30, 2012 compared to $9.2 million in the prior comparable period.

Capital expenditures totaled $25.1 million for the three months ended November 30, 2012 and $15.0 million for the three months ended November 30, 2011. Of these capital expenditures, approximately $15.1 million and $9.2 million were attributable to Leasing & Services operations. Leasing & Services capital expenditures for 2013, net of proceeds from sales of railcar equipment, are expected to be approximately $42.0 million. We regularly sell assets from our lease fleet. Proceeds from sales of equipment were $10.1 million for the three months ended November 30, 2012 and $5.7 million in the comparable prior period.

Approximately $8.3 million and $3.1 million of capital expenditures for the three months ended November 30, 2012 and the comparable prior period were attributable to Manufacturing operations. Capital expenditures for Manufacturing operations are expected to be approximately $28.0 million in 2013 and primarily relate to enhancements to existing manufacturing facilities and the addition of new production lines.

Wheel Services, Refurbishment & Parts capital expenditures for the three months ended November 30, 2012 and the comparable prior period were $1.7 million and $2.7 million. Capital expenditures are expected to be approximately $15.0 million in 2013 for maintenance and improvement of existing facilities and some growth.

Cash provided by financing activities was $28.4 million for the three months ended November 30, 2012 compared to cash used in financing activities of $5.9 million for the three months ended November 30, 2011. During the three months ended November 30, 2012, $27.0 million was received in net activity of debt. During the three months ended November 30, 2011, $5.9 million was utilized in net activity of debt.

Senior secured credit facilities, consisting of three components, aggregated to $356.1 million as of November 30, 2012.

Available borrowings under our credit facilities are generally limited by defined levels of inventory, receivables, property, plant and equipment and leased equipment, as well as total debt to consolidated capitalization and interest coverage ratios. We had an aggregate of $260.7 million available to draw down under the committed credit facilities as of November 30, 2012. This amount consisted of $242.6 million available on the North American credit facility and $18.1 million on the European credit facilities as of November 30, 2012.

As of November 30, 2012 a $290.0 million revolving line of credit secured by substantially all of our assets in the U.S. not otherwise pledged as security for term loans, maturing June 2016, was available to provide working capital and interim financing of equipment, principally for the U.S. and Mexican operations. Advances under this facility bear interest at LIBOR plus 2.5% and Prime plus 1.5% depending on the type of borrowing. Available borrowings under the credit facility are generally based on defined levels of inventory, receivables, property, plant and equipment and leased equipment, as well as total debt to consolidated capitalization and fixed charges coverage ratios.

As of November 30, 2012, lines of credit totaling $20.9 million secured by certain of our European assets, with various variable rates that range from Warsaw Interbank Offered Rate (WIBOR) plus 1.3% to WIBOR plus 1.7%, were available for working capital needs of the European manufacturing operation. European credit facilities are continually being renewed. Currently these European credit facilities have maturities that range from May 2013 through December 2013.

As of November 30, 2012 our Mexican joint venture had two lines of credit totaling $45.2 million. The first line of credit provides up to $20.0 million (of which $15.2 million was available as of November 30, 2012) and is secured by certain of the joint venture’ s accounts receivable and inventory. Advances under this facility bear interest at LIBOR plus 2.5%. The Mexican joint venture will be able to draw against this facility through December 2013. The second line of credit provides up to $30.0 million and is fully guaranteed by each of the joint venture partners, including our Company. Advances under this facility bear interest at LIBOR plus 2.0%. The Mexican joint venture will be able to draw against this facility through February 2015.

As of November 30, 2012, outstanding borrowings under the senior secured credit facilities consisted of $5.6 million in letters of credit and $41.8 million in revolving notes outstanding under the North American credit facility, $2.8 million outstanding under the European credit facilities and $45.2 million outstanding under the Mexican joint venture credit facilities.

The revolving and operating lines of credit, along with notes payable, contain covenants with respect to us and our various subsidiaries, the most restrictive of which, among other things, limit our ability to: incur additional indebtedness or guarantees; pay dividends or repurchase stock; enter into sale leaseback transactions; create liens; sell assets; engage in transactions with affiliates, including joint ventures and non U.S. subsidiaries, including but not limited to loans, advances, equity investments and guarantees; enter into mergers, consolidations or sales of substantially all our assets; and enter into new lines of business. The covenants also require certain maximum ratios of debt to total capitalization and minimum levels of fixed charges (interest plus rent) coverage.

We may from time to time seek to repurchase or otherwise retire or exchange securities, including outstanding borrowings and equity securities, and take other steps to reduce our debt or otherwise improve our balance sheet. These actions may include open market repurchases, unsolicited or solicited privately negotiated transactions or other retirements, repurchases or exchanges. Such repurchases or exchanges, if any, will depend on a number of factors, including, but not limited to, prevailing market conditions, trading levels of our debt, our liquidity requirements and contractual restrictions, if applicable.

We have operations in Mexico and Poland that conduct business in their local currencies as well as other regional currencies. To mitigate the exposure to transactions denominated in currencies other than the functional currency, we enter into foreign currency forward exchange contracts to protect the margin on a portion of forecast foreign currency sales primarily in Euro.

Foreign operations give rise to risks from changes in foreign currency exchange rates. We utilize foreign currency forward exchange contracts with established financial institutions to hedge a portion of that risk. No provision has been made for credit loss due to counterparty non-performance.

As of November 30, 2012, the Mexican joint venture had $45.7 million of third party debt, of which we have guaranteed approximately $37.8 million. In addition, we, along with our joint venture partner, have committed to contributing $10.0 million to fund the capital expenditures to expand production capacity, of which we will contribute 50%. These amounts will be contributed at various intervals from May 31, 2012 to October 31, 2013. As of November 30, 2012, we and our joint venture partner have each contributed $2.5 million.

In accordance with customary business practices in Europe, we have $1.9 million in bank and third party warranty and performance guarantee facilities as of November 30, 2012. To date no amounts have been drawn under these guarantee facilities.

We expect existing funds and cash generated from operations, together with proceeds from financing activities including borrowings under existing credit facilities and long-term financings, to be sufficient to fund working capital needs, planned capital expenditures and expected debt repayments for the next twelve months.

Off Balance Sheet Arrangements

We do not currently have off balance sheet arrangements that have or are likely to have a material current or future effect on our Consolidated Financial Statements.

Item 3. QUANTITATIVE AND QUALITATIVE DISCLOSURES ABOUT MARKET RISK

Foreign Currency Exchange Risk

We have operations in Mexico and Poland that conduct business in their local currencies as well as other regional currencies. To mitigate the exposure to transactions denominated in currencies other than the functional currency of each entity, we enter into foreign currency forward exchange contracts to protect the margin on a portion of forecast foreign currency sales. At November 30, 2012, $78.4 million of forecast sales in Europe were hedged by foreign exchange contracts. Because of the variety of currencies in which purchases and sales are transacted and the interaction between currency rates, it is not possible to predict the impact a movement in a single foreign currency exchange rate would have on future operating results.

In addition to exposure to transaction gains or losses, we are also exposed to foreign currency exchange risk related to the net asset position of our foreign subsidiaries. At November 30, 2012, net assets of foreign subsidiaries aggregated $44.2 million and a 10% strengthening of the United States dollar relative to the foreign currencies would result in a decrease in equity of $4.4 million, or 1.0% of Total equity Greenbrier. This calculation assumes that each exchange rate would change in the same direction relative to the United States dollar.

Interest Rate Risk

We have managed a portion of our variable rate debt with interest rate swap agreements, effectively converting $42.6 million of variable rate debt to fixed rate debt. As a result, we are exposed to interest rate risk relating to our revolving debt and a portion of term debt, which are at variable rates. At November 30, 2012, 66% of our outstanding debt had fixed rates and 34% had variable rates. At November 30, 2012, a uniform 10% increase in interest rates would result in approximately $0.5 million of additional annual interest expense.

Item 4. CONTROLS AND PROCEDURES

Evaluation of Disclosure Controls and Procedures

Our management has evaluated, under the supervision and with the participation of our President and Chief Executive Officer and our Chief Financial Officer, the effectiveness of the Company’ s disclosure controls and procedures as of the end of the period covered by this report pursuant to Rule 13a-15(b) under the Securities Exchange Act of 1934 (the Exchange Act). Based on that evaluation, our President and Chief Executive Officer and Chief Financial Officer have concluded that, as of the end of the period covered by this report, our disclosure controls and procedures were effective in ensuring that information required to be disclosed in our Exchange Act reports is (1) recorded, processed, summarized and reported in a timely manner, and (2) accumulated and communicated to our management, including our President and Chief Executive Officer and Chief Financial Officer, as appropriate to allow timely decisions regarding required disclosure.

Changes in Internal Control over Financial Reporting

There have been no changes in our internal control over financial reporting during the quarter ended November 30, 2012 that have materially affected, or are reasonably likely to materially affect, the Company’ s internal control over financial reporting.

PART II. OTHER INFORMATION

Item 1. Legal Proceedings

There is hereby incorporated by reference the information disclosed in Note 12 to Consolidated Financial Statements, Part I of this quarterly report.

Item 1A. Risk Factors

This Form 10-Q should be read in conjunction with the risk factors and information disclosed in our Annual Report on Form 10-K for the year ended August 31, 2012. There have been no material changes in the risk factors described in our Annual Report on Form 10-K for the year ended August 31, 2012.

Item 6. Exhibits

(a) List of Exhibits:

10.1 Updated Rabbi Trust Agreements, dated October 1, 2012, related to The Greenbrier Companies, Inc. Nonqualified Deferred Compensation Plan.

10.2 Updated Rabbi Trust Agreements, dated October 1, 2012, related to the Greenbrier Companies, Inc. Nonqualified Deferred Compensation Plan for Directors.

10.3 Amended and Restated Employment Agreement between The Greenbrier Companies, Inc. and William A. Furman dated August 28, 2012 (revised to correct scrivener' s error).

31.1 Certification pursuant to Rule 13a - 14 (a).

31.2 Certification pursuant to Rule 13a - 14 (a).

32.1 Certification pursuant to 18 U.S.C. Section 1350 as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002.

32.2 Certification pursuant to 18 U.S.C. Section 1350 as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002.

101 The following financial information from the Company' s Quarterly Report on Form 10-Q for the period ended November 30, 2012, formatted in XBRL (eXtensible Business Reporting Language) and furnished electronically herewith: (i) the Consolidated Balance Sheets; (ii) the Consolidated Statements of Income; (iii) Consolidated Statements of Comprehensive Income (iv) the Consolidated Statements of Equity (v) the Consolidated Statements of Cash Flows; (vi) the Notes to Condensed Consolidated Financial Statements.

SIGNATURES

Pursuant to the requirements of the Securities Exchange Act of 1934, the Registrant has duly caused this report to be signed on its behalf by the undersigned thereunto duly authorized.

THE GREENBRIER COMPANIES, INC.

Date: January 9, 2013

By: /s/ Mark J. Rittenbaum

Mark J. Rittenbaum
Executive Vice President and
Chief Financial Officer
(Principal Financial Officer)

Date: January 9, 2013

By: /s/ James W. Cruckshank

James W. Cruckshank
Senior Vice President and
Chief Accounting Officer
(Principal Accounting Officer)

Exhibit 10.1

TRUST UNDER THE DEFERRED COMPENSATION PLAN

THIS AGREEMENT is made this 1st day of October, 2012 by and between The Greenbrier Companies, Inc., a corporation organized under the laws of Oregon and having its principal office and place of business in Oregon ("Greenbrier" or the "Company") and Reliance Trust Company, a trust organization under the laws of the United States of America and having its principal office and place of business in Atlanta, Georgia, as trustee (the "Trustee").

RECITALS

WHEREAS, Greenbrier has adopted The Greenbrier Companies Nonqualified Deferred Compensation Plan (the "Plan"), which is an unfunded executive benefit plan providing deferred compensation benefits to a select group of its management or highly compensated employees of the Company; and

WHEREAS, the Plan contemplates that employees of the Company may become participants in the Plan; and

WHEREAS, the Company has incurred or expects to incur liability under the terms of the Plan with respect to its employees who participate in the Plan (the "Participants"); and

WHEREAS, the Company wishes to establish a trust (the "Trust") and to contribute to the Trust assets that shall be held therein, subject to the claims of the Company' s creditors in the event of the Company' s insolvency, as herein defined, until paid to the Plan participants and their beneficiaries in such manner and at such times as specified in the Plan or paid to the Company in accordance herewith; and

WHEREAS, it is the intention of the parties that the Trust shall constitute an unfunded arrangement and shall not affect the status of the Plan as an unfunded Plan maintained for the purpose of providing deferred compensation for a select group of management or highly compensated employees according to Title I of the Employee Retirement Income Security Act of 1974 as amended; and

WHEREAS, it is the intention of the Company to make contributions to the Trust to provide a source of funds to assist it in the meeting of its liabilities under the Plan.

NOW, THEREFORE, the parties do hereby establish the Trust and agree that the Trust shall be comprised, held and disposed of as follows:

Section 1. **ESTABLISHMENT OF TRUST**

(a) The Company has deposited with the Trustee in trust assets which constitute the principal of the Trust to be held, administered and disposed of by the Trustee as provided in this Trust Agreement. The Company shall have the right to make additional deposits from time to time in its sole discretion.

(b) The Trust hereby established shall be irrevocable.

(c) The Trust is intended to be a grantor trust, of which the Company is the grantor, within the meaning of Subpart E, part I, subchapter J, chapter I, subtitle A of the Internal Revenue Code of 1986, as amended (the “Internal Revenue Code”), and shall be construed accordingly.

(d) The Participants and their beneficiaries shall have no preferred claim on, or any beneficial ownership interest in, any assets of the Trust. Any rights created under the Plan and this Trust Agreement shall be mere unsecured contractual rights of the Participants and their beneficiaries against their Employer. Any assets held by the Trust will be subject to the claims of the Company’ s general creditors under federal and state law in the event of Insolvency, as defined in Section 3(a) herein.

(e) The Trustee agrees to accept additional deposits made by the Company pursuant to Section 1 (a) hereof, and contributions that are paid to it by the Company in accordance with the terms of this Trust Agreement. Such additional deposits and contributions shall be in cash or in such other form that may be acceptable to the Trustee, including but not limited to policies of life insurance. The Trustee shall have no duty to determine or collect contributions under the Plan and shall have no responsibility for any property until it is received and accepted by the Trustee. The Company shall have the sole duty and responsibility for the determination of the accuracy and sufficiency of the deposits and contributions to be made under the Plan, the transmittal of the same to the Trustee and compliance with any statute, regulation or rule applicable to contributions.

Section 2. **PAYMENTS TO PARTICIPANTS AND THEIR BENEFICIARIES**

(a) From time to time, the Company may deliver to the Trustee a schedule (the “Payment Schedule”) that indicates the amounts payable in respect of each Participant (and his or her beneficiaries), that provides a formula or other instructions for determining the amounts payable, the form in which such amounts are to be paid (as provided for or available under the Plan), and the time of commencement for payment of such amounts. Except as otherwise provided herein, the Trustee shall make payments to the Participants and their beneficiaries in accordance with such Payment Schedule. The Trustee shall make provision for the reporting and withholding of any federal, state or local taxes that may be required to be withheld with respect to the payment of benefits pursuant to the terms of the Payment Schedule and shall pay amounts withheld to the appropriate taxing authorities or determine that such amount have been reported, withheld and paid by the Company. If the principal of the Trust, and any earnings thereon, are not sufficient to make payments of benefits in accordance with the terms of the Payment Schedule, the Company shall make the balance of each such payment as it falls due. The Trustee shall notify the Company where principal and earnings are not sufficient.

(b) Upon the receipt by the Trustee of (i) a written notice from the Company, indicating that the Plan has been completely terminated and (ii) a Payment Schedule, indicating how payments shall be made as a result of the termination of the Plan, the Trustee shall pay to each Participant his or her account balance under the Plan in accordance with the terms of such Payment Schedule. Notwithstanding the foregoing, upon the termination of the Plan the Company shall be entitled to make payment of benefits directly to the Participant or their beneficiaries in accordance with subsection (f) below.

(c) The Company hereby agrees that the Authorized Party (as defined below) shall have the exclusive responsibility, and the Trustee shall not have any responsibility or duty under this Trust Agreement for determining that the Payment Schedule is in accordance with the terms of the Plan and applicable law, including without limitation, the amount, timing or method of payment and the identity of each person to whom such payments shall be made. The Trustee shall have no responsibility or duty to determine the tax effect of any payment or to see to the application of any payment.

(d) The entitlement of a Participant or his or her beneficiaries to the benefits under the Plan shall be determined by the Company or such party as it shall designate under the Plan, and any claim for such benefits shall be considered and reviewed under the procedures set out in the Plan.

(e) The Company may make payment of benefits directly to the Participants or their beneficiaries as they become due under the terms of the Plan. The Company shall notify the Trustee of its decision to make payment of benefits directly to Participants or their beneficiaries. If the Company makes payments according to this subsection the Company shall make provision for the reporting and withholding of any federal, state or local taxes that may be required to be withheld with respect to the payment of benefits pursuant to the terms of the Plan and shall pay amounts withheld to the appropriate taxing authorities.

(f) Company shall furnish the Trustee with a written list of the names, signatures and extent of authority of all persons authorized to direct Trustee and otherwise act on behalf of the Company and the Participants under the terms of this Trust Agreement ("Authorized Party"). The Trustee shall be entitled to rely on and shall be fully protected in acting upon direction from an Authorized Party until notified in writing by the Company, as appropriate, of a change of the identity of an Authorized Party.

(g) In accordance with the procedures mutually acceptable to the Company and Trustee, all directions and instructions to the Trustee from an Authorized Party, including but not limited to the Payment Schedule, shall be in writing, transmitted by mail or by facsimile or shall be an electronic transmission, provided the Trustee may, in its discretion, accept oral directions and instructions and may require confirmation in writing ("Authorized Instructions").

<u>Section 3.</u> TRUSTEE RESPONSIBILITY REGARDING PAYMENT TO TRUST BENEFICIARY WHEN COMPANY IS INSOLVENT

(a) The Trustee shall cease payment of benefits to the Participants who are current or former employees of the Company and their beneficiaries if it receives notice that the Company is Insolvent. The Company shall be considered "Insolvent" for purposes of this Trust Agreement if (i) the Company is unable to pay its debts as they become due, or (ii) the Company is subject to a pending proceeding as a debtor under the United States Bankruptcy Code.

(b) At all times during the continuance of this Trust, as provided in Section 1(d) hereof, the principal and income of the Trust shall be subject to claims of general creditors of the Company under federal and state law as set forth below.

(1) The Board of Directors and the Chief Executive Officer of the Company shall have the duty to inform the Trustee in writing of the Company' s Insolvency. If a person claiming to be a creditor of the Company alleges in writing to the Trustee that the Company has become Insolvent, the Trustee shall determine whether the Company is Insolvent and, pending such determination, the Trustee may discontinue payment of benefits to the Participants or their beneficiaries.

(2) Unless the Trustee has actual knowledge of the Company' s Insolvency, or has received notice from the Company or a person claiming to be a creditor alleging that the Company is Insolvent, the Trustee shall have no duty to inquire whether the Company is Insolvent. The Trustee may in all events rely on such evidence concerning the Company' s solvency as may be furnished to the Trustee and that provides the Trustee with a reasonable basis for making a determination concerning the Company' s solvency.

(3) If at any time the Trustee has determined that the Company is Insolvent, the Trustee shall discontinue payments of benefits to the Participants and their beneficiaries and shall hold the assets of the Trust for the benefit of the Company' s general creditors. Nothing in this Trust Agreement shall in any way diminish any rights of the Participants or their beneficiaries to pursue their rights as general creditors of the Company with respect to benefits due under the Plan or otherwise.

(4) The Trustee shall resume the payment of benefits to the Participants or their beneficiaries in accordance with Section 2 of this Trust Agreement only after the Trustee has determined that the Company is not Insolvent (or is no longer Insolvent). The Trustee may rely on evidence concerning Insolvency as may be furnished to the Trustee and that provides the Trustee with a reasonable basis for making a determination concerning Insolvency. If there is a dispute about Insolvency, the Trustee shall have the right to require the Company to employ and pay for the services of an independent expert to render a written opinion to the Trustee addressing the question of Insolvency.

(c) Provided that there are sufficient assets, if the Trustee discontinues the payment of benefits from the Trust pursuant to Section 3(a) and (b) hereof and subsequently resumes such payments, the first payment following such discontinuance shall include the aggregate amount of all payments due to the Participants or their beneficiaries according to the terms of the Plan for the period of such discontinuance, less the aggregate amount of any payments made to Participants or their beneficiaries by the Company in lieu of the payments provided for hereunder during any such period of discontinuance. The Trustee may require a new Payment Schedule from the Company in such event.

Section 4. **PAYMENTS TO COMPANY**

(a) Except as provided in Sections 3 and in this Section 4(b), because the Trust is irrevocable, in accordance with Section 1(b) hereof, the Company shall not have the right or the power to direct the Trustee to return to the Company or to divert to others any of the Trust assets before all payment of benefits have been made to Participants or their beneficiaries pursuant to the terms of the Plan.

(b) In the event the Company makes payment of benefits directly pursuant to Section 1(e) hereof, the Company may file proof of such payment with the Trustee and request to be reimbursed for said payment. The Trustee shall reimburse the Company for amounts not exceeding the Company' s costs of making Plan payments. The Trustee shall not be obligated to verify the amount of payment beyond receipt of reasonable proof (e.g. cancelled check).

Section 5. **INVESTMENT AUTHORITY**

(a) The Trustee shall invest and reinvest the principal and income of the Trust as directed by Company or its properly designated agent which directions may be changed from time to time. To the maximum extent permitted by law, the Trustee shall have no duty or responsibility (i) to advise with respect to, or inquire as to the propriety of, any such investment direction or (ii) for any investment decisions made with respect to the Trust by the Company. In the absence of investment direction, the Trustee shall have no obligation to invest Trust assets, but may invest Trust assets in any manner permitted under Section 5(d).

(b) The Trustee may invest in securities (including stock or rights to acquire stock) or obligations issued by the Company. All rights associated with assets of the Trust shall be exercised by the Trustee and shall in no event be exercised by or rest with Plan participants, except that voting rights with respect to Trust assets will be exercised by the Company, unless an investment adviser has been appointed pursuant to Section 5(a) and voting authority has been delegated to such investment adviser.

(c) The Company shall have the right at any time, and from time to time in its sole discretion, to substitute assets of equal fair market value, for any asset held by the Trust. This right is exercisable by the Company in a non-fiduciary capacity without the approval or consent of any person in a fiduciary capacity.

(d) In administering the Trust and carrying out the instructions of the Company in accordance with Section 5(a) above, the Trustee shall be specifically authorized to:

(1) To invest and reinvest the Trust assets, together with the income therefrom, in common stock, preferred stock, convertible preferred stock, bonds, debentures, convertible debentures and bonds, mortgages, notes, commercial paper and other evidences of indebtedness (including those issued by the Trustee), shares of mutual funds, guaranteed investment contracts, bank investment contracts, other securities, policies of life insurance, other insurance contracts, annuity contracts, options, options to buy or sell securities or other assets, and all other property of any type (personal, real or mixed, and tangible or intangible);

(2) To deposit or invest all or any part of the assets of the Trust in savings accounts or certificates of deposit or other deposits in a bank or savings and loan association or other depository institution, provided such deposits bear a reasonable interest rate;

(3) To submit or cause to be submitted to the Company, all information received by the Trustee regarding ownership rights pertaining to property held in the Trust;

(4) To hold, manage, improve, repair and control all property, real or personal, forming part of the Trust; to sell, convey, transfer, exchange, partition, lease for any term, even extending beyond the duration of this Trust, and otherwise dispose of the same from time to time;

(5) To make, execute and deliver any and all documents, agreements or other instruments in writing as are necessary or desirable for the accomplishment of any of the powers and duties set forth in this Trust Agreement;

(6) To hold in cash, without liability for interest, such portion of the Trust as is pending investment, or payment of expenses, or the distribution of benefits;

(7) To take such actions as may be necessary or desirable to protect the Trust from loss due to the default on mortgages held in the Trust including with the consent of an Authorized Party the appointment of agents or trustees in such other jurisdictions as may seem desirable, the transfer of property to such agents or trustees as is necessary, or the grant to such agents such powers as are necessary or desirable to protect the Trust.

(8) To vote in person or by general or limited proxy, as directed by an Authorized Party, any securities in which the Trust is invested and similarly to exercise, personally or by general or limited power of attorney, as directed by an Authorized Party, any right appurtenant to any authorized investment held in the Trust.

(9) To maintain accounts at, execute transactions through, and lend on an adequately secured

basis stocks, bonds or other securities to, any brokerage or other firm, including any firm which is an affiliate of Trustee;

(10) To exercise all of the further rights, powers, options and privileges granted, provided for, or vested in trustees generally under the laws of the state in which the Trustee has its principal place of business so that the powers conferred upon the Trustee herein shall not be in limitation of any authority conferred by law, but shall be in addition thereto.

(e) The Trustee may exercise the powers described in this Section 5(d) with or without Authorized Instructions, but where the Trustee acts on Authorized Instructions, the Trustee shall be fully protected as described in Section 9.

Section 6. ADDITIONAL POWERS OF TRUSTEE.

(a) To the extent necessary or which it deems appropriate to implement its powers under Section 5 or otherwise to fulfill any of its duties and responsibilities as Trustee of the Trust, the Trustee shall have the following additional powers and authority:

(1) To register securities, or any other property, in its name or in the name of any nominee, including the name of any affiliate or the nominee name designated by any affiliate, with or without indication of the capacity in which property shall be held, or to hold securities in bearer form and to deposit any securities or other property in a depository or clearing corporation;

(2) Upon receiving the consent of an Authorized Party, to designate and engage the services of, and to delegate powers and responsibilities to, such agents, representatives, advisers, counsel and accountants as the Trustee considers necessary or appropriate and, as part of its expenses under this Trust Agreement, to pay their reasonable expenses and compensation;

(3) To make, execute and deliver, as Trustee, any and all deeds, leases, mortgages, conveyances, waivers, releases or other instruments in writing necessary or appropriate for the accomplishment of any of the powers listed in this Trust Agreement; and

(4) Generally to do all other acts which the Trustee deems necessary or appropriate for the protection of the Trust.

(5) The Trustee at the direction of the Company may appoint a Custodian, acceptable to the Company, to safeguard the assets of the Trust. The Company hereby authorizes and directs the Trustee to enter into such agreements with the Custodian as may be necessary to establish an account with the shall be deemed as contributions deposited with the Trustee on behalf of the Trust.

Section 7. DISPOSITION OF INCOME.

During the term of this Trust, all income received by the Trust, net of expenses and taxes, shall be accumulated and reinvested.

Section 8. ACCOUNTING BY TRUSTEE.

(a) The Trustee shall keep accurate and detailed records of all investments, receipts, disbursements, and all other transactions required to be made, including such specific records as shall be agreed upon in writing between the Company and the Trustee. Within 90 days following the close of each calendar quarter, or at such other additional times as may be reasonably requested by the Company, and within 90 days after removal or resignation of the Trustee, the Trustee shall deliver to the Company a written account of its administration of the Trust during such year or during the period from the close of the last preceding year to the date of such removal or resignation, setting forth all investments, receipts, disbursements and other transactions effected by it, including a description of all securities and investments purchased and sold with the cost or net proceeds of such purchases or sales (accrued interest paid or receivable being shown separately), and showing all cash, securities and other property held in the Trust at the end of such year or as of the date of such removal or resignation, as the case may be.

(b) The Trustee shall be entitled to rely on the Recordkeeper (the provider of recordkeeping services for the Plan Administrator) or the Custodial Agent (the custodian of investments), if any other than Trustee, for the maintenance and provision of all records specified in this Section 8.

Section 9. RESPONSIBILITY AND INDEMNITY OF THE TRUSTEE.

(a) The Trustee shall act with the care, skill, prudence and diligence under the circumstances then prevailing that a prudent person acting in like capacity and familiar with such matters would use in the conduct of an enterprise of a like character and with like aims, provided, however, that the Trustee shall incur no liability to any person for any action taken pursuant to a direction, request or approval given by the Company which is contemplated by, and in conformity with, the terms of the Plan(s) and this Trust and is given in writing by the Company or in such other manner prescribed by the Trustee. In the absence of direction, request or approval from the Company, the Trustee

Custodian. For administrative purposes, contributions deposited to the appointed Custodian

shall also incur no liability to any person for any failure to perform an act not contemplated by or in conformity with, the terms of this Trust. In the event of a dispute between the Company and a party, the Trustee may apply to a court of competent jurisdiction to resolve the dispute.

(b) The Company hereby indemnifies the Trustee and each of its affiliates (collectively, the "Indemnified Parties") against, and shall hold them harmless from, any and all loss, claims, liability, and expense, including reasonable attorneys' fees, imposed upon or incurred by any Indemnified Party as a result of any acts taken, or any failure to act, in accordance with the directions from the Company or any designee of the Company, or by reason of the Indemnified Party's good faith execution of its duties with respect to the Trust, including, but not limited to, its holding of assets of the Trust. The Company's obligations in the foregoing regard shall be satisfied promptly by the Company, provided that in the event the loss, claim, liability or expense involved is determined by a no longer appealable final judgment entered in a lawsuit or proceeding to have resulted from the negligence or misconduct of the Trustee, the Trustee shall promptly on request thereafter return to the Company any amount previously received by the Trustee under this Section 9(b) with respect to such loss, claim, liability or expense. If the Company does not pay such costs, expenses and liabilities in a reasonably timely manner, the Trustee may obtain payment from the Trust without direction from the Company.

(c) The Trustee shall incur no liability to anyone for any action that it or the Custodian as its delegate takes pursuant to a direction, request or approval given by the Company, Participants, the Investment Committee, the Administrator or by any other party (including, without limitation, the Recordkeeper and any of its agents) to whom authority to give such directions, requests or approvals is delegated under the powers conferred upon the Company, Participants, the Investment Committee, the Administrator or such other party under this Agreement.

(d) The Trustee, upon receipt of the consent of an Authorized Party, at the expense of the Trust or the Company, may consult with legal counsel (who may also be counsel for Company generally) with respect to any of its duties or obligations hereunder.

(e) The Trustee, upon receipt of the consent of an Authorized Party, may hire agents, accountants, actuaries, investment advisers, financial consultants or other professionals to assist it in performing any of its duties or obligations hereunder.

(f) The Trustee shall have, without exclusion, all powers conferred on the Trustee by applicable law, unless expressly provided herein, provided, however, that if an insurance policy is held as an asset of the Trust, the Trustee shall not have the power to name a beneficiary of the policy other than the Trust, to assign the policy (as distinct from conversion of the policy to a different

(g) Notwithstanding any powers granted to the Trustee pursuant to this Trust Agreement or applicable law, the Trustee shall not have any power that could give this Trust the objective of carrying on a business and dividing the gains therefrom, within the meaning of section 301.7701-2 of the Procedure and Administrative Regulations promulgated pursuant to the Internal Revenue Code.

(h) The Trustee shall not be liable for any expense, loss, claim or damage (including counsel fees) suffered by the Participants arising out of or caused by any delay in, or failure of, performance by the Trustee, in whole or in part, arising out of, or caused by, circumstances beyond the Trustee's control, including without limitation: acts of God, interruption, delay in, or loss (partial or complete) of electrical power or external computer (hardware or software) or communication services (including access to book-entry securities systems maintained by Federal Reserve Bank of New York and/or any clearing corporation); act of civil or military authority; sabotage; natural emergency; epidemic; war or other government actions; civil disturbance; flood, earthquake, fire, other catastrophe; strike or other labor disturbance by employees of nonaffiliates; governmental, judicial, or self regulatory organization order, rule or regulation; riot; energy or natural resource difficulty or shortage; and inability to obtain materials, equipment or transportation.

(i) If (1) there is any disagreement or dispute in connection with the Trust or the subject matter hereof, including any dispute between the Trustee, the Company or any Participant, or between the Company, any Participant or any person not a party to the Trust or (2) there are adverse or inconsistent claims or demands upon, or inconsistent with instructions to the Trustee, or (3) the Trustee in good faith is in doubt as to what action to take pursuant to the Trust, the Trustee may at its election refuse to comply with any such claims, demands or instructions, or refuse to take any other action pursuant to this Trust until (i) the rights of all persons involved in the dispute have been fully and finally adjudicated by a court of competent jurisdiction or the Trustee has resolved any such doubts to its good faith satisfaction; or (ii) all disputes have been resolved between the persons involved and the Trustee has received written notice thereof satisfactory to it from all such persons. Without limiting the generality of the foregoing, the Trustee may at its election interplead the subject matter of this Trust Agreement with a court of competent jurisdiction, or commence judicial proceedings for a declaratory judgment, and the Trustee shall be entitled to recover from the Company or the Trust, both collectively and individually, the form) other than to a successor trustee, or to loan to any person the proceeds of any borrowing against such policy.

Trustee' s attorneys' fees, expenses and costs in connection with any such interpleader or declaratory judgment action

(j) The Trustee is not a party to, and has no duties or responsibilities under, the Plan other than those that may be expressly contained in this Trust Agreement. In any case in which a provision of this Trust Agreement conflicts with any provision of the Plan, the Plan shall control. The Trustee shall have no duties, responsibilities or liability with respect to the acts or omissions of any prior or successor trustee.

Section 10. COMPENSATION AND EXPENSES OF TRUSTEE

(a) The Company shall pay all administrative and Trustee' s fees and expenses under this Trust Agreement as mutually agreed and, if not so paid, such fees and expenses may be withdrawn from the Trust by the Trustee. If the Trustee advances cash or securities for any purpose, including the purchase or sale of foreign exchange or of contracts for foreign exchange, or in the event that the Trustee shall incur or be assessed taxes, interest, charges, expenses, assessments, or other liabilities in connection with the performance of this Trust Agreement, except such as may arise from its own negligent action, negligent failure to act or misconduct, any property at any time held for the Trust shall be security therefor and the Trustee shall be entitled to collect from the Company or, if not paid, from the Trust sufficient cash for reimbursement of such taxes, interest, charges, expenses, assessments or other liabilities. If cash is insufficient, the Trustee may dispose of the assets of the Trust to the extent necessary to obtain the aforesaid reimbursement. To the extent the Trustee advances funds to the Trust for disbursements or to effect the settlement of purchase transactions, the Trustee shall be entitled to collect from the Company or, if not so paid, from the Trust either (i) with respect to domestic assets, an amount equal to what would have been earned on the sums advanced (an amount approximating the "federal funds" interest rate) or (ii) with respect to non-domestic assets, the rate applicable to the appropriate foreign market.

Section 11. RESIGNATION AND REMOVAL OF TRUSTEE

(a) The Trustee may resign at any time by written notice to the Company, which shall be effective 30 days after receipt of such notice unless the Company and the Trustee agree otherwise.

(b) The Trustee may be removed by the Company on 60 days notice or upon shorter notice accepted by the Trustee. However, upon a Change of Control, as defined herein, the Trustee may not be removed by the Company for four years after the Change of Control unless the persons who are then Participants agree to the removal.

(c) If the Trustee resigns within two years after a Change of Control, the Trustee may not resign unless the persons who are then Participants and the Company agree to the selection of a successor trustee.

(d) Upon resignation or removal of the Trustee and appointment of a successor trustee, all assets shall subsequently be transferred to the successor trustee. The transfer shall be completed within 120 days after receipt of notice of resignation, removal or transfer, unless the Company extends the time limit.

(e) If Trustee the resigns or is removed, a successor shall be appointed, in accordance with Section 12 hereof, by the effective date of resignation or removal under paragraphs (a) or (b) of this Section. If no such appointment has been made, the Trustee may apply to a court of competent jurisdiction for appointment of a successor or for instructions. All expenses of the Trustee in connection with the proceeding shall be allowed as administrative expenses of the Trust.

Section 12. APPOINTMENT OF SUCCESSOR.

(a) If the Trustee resigns or is removed in accordance with Section 11(a) or (b) hereof, subject to the requirements of Section 11, the Company may appoint any third party, such as a bank trust department or other entity that may be granted corporate trustee powers under state law, as a successor to replace the Trustee upon resignation or removal. The appointment shall be effective when accepted in writing by the new trustee, who shall have all of the rights and powers of the former trustee, including ownership rights in the Trust assets. The former trustee shall execute any instrument necessary or reasonably requested by the Company or the successor trustee to evidence the transfer.

(b) The successor trustee need not examine the records and acts of any prior trustee and may retain or dispose of existing Trust assets, subject to Sections 8 and 9 hereof. The successor trustee shall not be responsible for and the Company shall indemnify and defend the successor trustee from any claim or liability resulting from any action or inaction of any prior trustee or from any other past event, or any condition existing at the time it becomes successor trustee.

Section 13. AMENDMENT OR TERMINATION

(a) This Trust Agreement may be amended by a written instrument executed by the Trustee and the Company. Notwithstanding the foregoing, no such amendment shall conflict with the terms of the Plan or shall make the Trust revocable.

(b) The Trust shall not terminate until the date on which the Participants and their beneficiaries are no longer entitled to

(c) If the Trustee resigns within four years after a Change in Control, as defined herein, the Company shall apply to a court of competent jurisdiction for the appointment of a successor Trustee or for instructions, unless the then

benefits pursuant to the terms of the Plan. Upon termination of the Trust, any assets remaining in the Trust shall be returned to the Company.

(c) Upon written approval of the Participants or beneficiaries entitled to payment of benefits pursuant to the terms of the Plan, the Company may terminate this Trust prior to the time all benefit payments under the Plan have been made. All assets in the Trust at termination shall be returned to the Company.

Section 14. MISCELLANEOUS.

(a) Any provision of this Trust Agreement prohibited by law shall be ineffective to the extent of any such prohibition, without invalidating the remaining provisions hereof.

(b) Benefits payable to Participants and their beneficiaries under this Trust Agreement may not be anticipated, assigned (either at law or in equity), alienated, pledged, encumbered or subjected to attachment, garnishment, levy, execution or other legal equitable process.

(c) This Trust Agreement shall be governed by and construed in accordance with the laws of the State of Georgia.

(d) For purposes of this Trust Agreement, a Change in Control is determined pursuant to the Plan' s definition of a Change in Control.

(e) Neither the Company nor the Trustee may assign this Trust Agreement without the prior written consent of the other. This Trust Agreement shall be binding upon, and inure to the benefit of, the Company, the Trustee and their respective successors and permitted assigns. Any entity, which shall by merger, consolidation, purchase, or otherwise, succeed to substantially all the trust business of the Trustee shall, upon each succession and without any appointment or other action by the Company, be and become successor trustee hereunder, upon notification to Company.

(f) The provisions of this Trust Agreement are intended to benefit only the parties hereto, their respective successors and assigns, and the Participants and their beneficiaries under the Plan. There are no other third party beneficiaries.

(g) The Company and the Trustee hereby each represents and warrants to the other that it has full authority to enter into this Trust Agreement upon the terms and conditions hereof and that the individual executing this Trust Agreement on its behalf has the requisite authority to bind the Company or the Trustee to this Trust Agreement.

(h) This Trust Agreement may be executed in any number of counterparts, each of which shall be deemed an original, and such counterparts shall constitute but one and the same instrument and may be sufficiently evidenced by one counterpart.

Section 15. EFFECTIVE DATE

(a) The effective date of this Trust Agreement shall be October 1, 2012.

[Signature page follows.]

IN WITNESS WHEREOF, Greenbrier and the Trustee have executed this Trust Agreement each by action of a duly authorized person.

THE GREENBRIER COMPANIES, INC.

By: /s/ Martin R. Baker
Name/
Title: Martin R. Baker, Senior Vice President
Date: December 28, 2012

RELIANCE TRUST COMPANY (Trustee)

By: ___________________________(Signature)

Name/Title:_____________________

Date:__________________________

TRUST UNDER THE

DEFERRED COMPENSATION PLAN

THIS AGREEMENT is made this 1st day of October, 2012 by and between The Greenbrier Companies, Inc. ("Greenbrier" or the "Company"), a corporation organized under the laws of the State of Oregon and having its principal office and place of business in Oregon, and Reliance Trust Company, a trust organization under the laws of the United States of America and having its principal office and place of business in Atlanta, Georgia, as trustee (the "Trustee").

RECITALS

WHEREAS, Greenbrier has adopted The Greenbrier Companies Non Qualified Deferred Compensation Plan (the "Plan") which is an unfunded executive benefit plan providing deferred compensation benefits to a select group of management or highly compensated employees of the Company and its subsidiaries; and

WHEREAS, the Company previously established a trust with Trustee to hold assets, subject to the claims of the Company' s creditors in the event of the Company' s insolvency, until paid to the Plan participants and their beneficiaries in such manner and at such times as specified in the respective Plan or paid to the respective Company in accordance herewith; and

WHEREAS, the Plan was amended to permit participants in the Plan to defer receipt of compensatory awards of Greenbrier common stock in accordance with the terms of the Plan; and

WHEREAS, the Company desires to establish a separate trust (the "Trust") solely for the purpose of holding shares of Greenbrier stock which are issued to the Trustee and held in Trust pursuant to the terms of participant deferral elections under the Plan.

NOW, THEREFORE, the parties do hereby establish this Trust for the purpose described in the foregoing Recitals, and agree that the Trust shall be comprised, held and disposed of as follows:

Section 1. ESTABLISHMENT OF TRUST

(a) The Company may from time-to-time deposit with the Trustee in trust shares of common stock of the Company, which assets constitute the principal of the Trust to be held, administered and disposed of by the Trustee as provided in this Trust Agreement.

(b) The Trust hereby established shall be irrevocable.

(c) The Trust is intended to be a grantor trust, of which the Company is the grantor, within the meaning of Subpart E, part I, subchapter J, chapter I, subtitle A of the Internal Revenue Code of 1986, as amended (the "Internal Revenue Code"), and shall be construed accordingly.

(d) The Participants and their beneficiaries shall have no preferred claim on, or any beneficial ownership interest in, any assets of the Trust. Any rights created under the Plan and this Trust Agreement shall be mere unsecured contractual rights of the Participants and their beneficiaries against their Employer. Any assets held by the Trust will be subject to the claims of the Company' s general creditors under federal and state law in the event of Insolvency, as defined in Section 3(a) herein.

(e) The Trustee agrees to accept additional deposits made by the Company pursuant to Section 1 (a) hereof, and contributions that are paid to it by the Company in accordance with the terms of this Trust Agreement. Such additional deposits and contributions shall be solely in the form of shares of common stock of the Company. The Trustee shall have no duty to determine or collect contributions under the Plan and shall have no responsibility for any property until it is received and accepted by the Trustee. The Company shall have the sole duty and responsibility for the determination of the accuracy and sufficiency of the deposits and contributions to be made under the Plan, the transmittal of the same to the Trustee and compliance with any statute, regulation or rule applicable to contributions.

Section 2. PAYMENTS TO PARTICIPANTS AND THEIR BENEFICIARIES

(a) From time to time, the Company may deliver to the Trustee a schedule (the "Payment Schedule") that indicates the amounts payable in respect of each Participant (and his or her beneficiaries), that provides a formula or other instructions for determining the amounts payable, the form in which such amounts are to be paid (as provided for or available under the Plan), and the time of commencement for payment of such amounts. Except as otherwise provided herein, the Trustee shall make payments to the Participants and their beneficiaries in accordance with such Payment Schedule. The Trustee shall make provision for the reporting and withholding of any federal, state or local taxes that may be required to be withheld with respect to the payment of benefits pursuant to the terms of the Payment Schedule and shall pay amounts withheld to the appropriate taxing authorities or determine that such amount have been reported, withheld and paid by the Company. If the principal of the Trust, and any earnings thereon, are not sufficient to make payments of benefits in accordance with the terms of the Payment Schedule, the Company shall make the balance of each such payment as it falls due. The Trustee shall notify the Company where principal and earnings are not sufficient.

(b) Upon the receipt by the Trustee of (i) a written notice from the Company, indicating that the Plan has been completely terminated and (ii) a Payment Schedule, indicating how payments shall be made as a result of the termination of the Plan, the Trustee shall pay to each Participant his or her account balance under the Plan in accordance with the terms of such Payment Schedule. Notwithstanding the foregoing, upon the termination of the Plan the Company shall be entitled to make payment of benefits directly to the Participant or their beneficiaries in accordance with subsection (f) below.

(c) The Company hereby agrees that the Authorized Party (as defined below) shall have the exclusive responsibility, and the Trustee shall not have any responsibility or duty under this Trust Agreement for determining that the Payment Schedule is in accordance with the terms of the Plan and applicable law, including without limitation, the amount, timing or method of payment and the identity of each person to whom such payments shall be made. The Trustee shall have no responsibility or duty to determine the tax effect of any payment or to see to the application of any payment.

(d) The entitlement of a Participant or his or her beneficiaries to the benefits under the Plan shall be determined by the Company or such party as it shall designate under the Plan, and any claim for such benefits shall be considered and reviewed under the procedures set out in the Plan.

(e) The Company may make payment of benefits directly to the Participants or their beneficiaries as they become due under the terms of the Plan. The Company shall notify the Trustee of its decision to make payment of benefits directly to Participants or their beneficiaries. If the Company makes payments according to this subsection the Company shall make provision for the reporting and withholding of any federal, state or local taxes that may be required to be withheld with respect to the payment of benefits pursuant to the terms of the Plan and shall pay amounts withheld to the appropriate taxing authorities.

(f) Company shall furnish the Trustee with a written list of the names, signatures and extent of authority of all persons authorized to direct Trustee and otherwise act on behalf of the Company and the Participants under the terms of this Trust Agreement ("Authorized Party"). The Trustee shall be entitled to rely on and shall be fully protected in acting upon direction from an Authorized Party until notified in writing by the Company, as appropriate, of a change of the identity of an Authorized Party.

(g) In accordance with the procedures mutually acceptable to the Company and Trustee, all directions and instructions to the Trustee from an Authorized Party, including but not limited to the Payment Schedule, shall be in writing, transmitted by mail or by facsimile or shall be an electronic transmission, provided the Trustee may, in its discretion, accept oral directions and instructions and may require confirmation in writing ("Authorized Instructions").

<u>Section 3.</u> TRUSTEE RESPONSIBILITY REGARDING PAYMENT TO TRUST BENEFICIARY WHEN COMPANY IS INSOLVENT

(a) The Trustee shall cease payment of benefits to the Participants who are current or former employees of the Company and their beneficiaries if it receives notice that the Company is Insolvent. The Company shall be considered "Insolvent" for purposes of this Trust Agreement if (i) the Company is unable to pay its debts as they become due, or (ii) the Company is subject to a pending proceeding as a debtor under the United States Bankruptcy Code.

(b) At all times during the continuance of this Trust, as provided in Section 1(d) hereof, the principal and income of the Trust shall be subject to claims of general creditors of the Company under federal and state law as set forth below.

(1) The Board of Directors and the Chief Executive Officer of the Company shall have the duty to inform the Trustee in writing of the Company's Insolvency. If a person claiming to be a creditor of the Company alleges in writing to the Trustee that the Company has become Insolvent, the Trustee shall determine whether the Company is Insolvent and, pending such determination, the Trustee may discontinue payment of benefits to the Participants or their beneficiaries.

(2) Unless the Trustee has actual knowledge of the Company's Insolvency, or has received notice from the Company or a person claiming to be a creditor alleging that the Company is Insolvent, the Trustee shall have no duty to inquire whether the Company is Insolvent. The Trustee may in all events rely on such evidence concerning the Company's solvency as may be furnished to the Trustee and that provides the Trustee with a reasonable basis for making a determination concerning the Company's solvency.

(3) If at any time the Trustee has determined that the Company is Insolvent, the Trustee shall discontinue payments of benefits to the Participants and their beneficiaries and shall hold the assets of the Trust for the benefit of the Company's general creditors. Nothing in this Trust Agreement shall in any way diminish any rights of the Participants or their beneficiaries to pursue their rights as general creditors of the Company with respect to benefits due under the Plan or otherwise.

(4) The Trustee shall resume the payment of benefits to the Participants or their beneficiaries in accordance with Section 2 of this Trust Agreement only after the Trustee has determined that the Company is not Insolvent (or is no longer Insolvent). The Trustee may rely on evidence concerning Insolvency as the Company to employ and pay for the services of an independent expert to render a written opinion to the Trustee addressing the question of Insolvency.

(c) Provided that there are sufficient assets, if the Trustee discontinues the payment of benefits from the Trust pursuant to Section 3(a) and (b) hereof and subsequently resumes such payments, the first payment following such discontinuance shall include the aggregate amount of all payments due to the Participants or their beneficiaries according to the terms of the Plan for the period of such discontinuance, less the aggregate amount of any payments made to Participants or their beneficiaries by the Company in lieu of the payments provided for hereunder during any such period of discontinuance. The Trustee may require a new Payment Schedule from the Company in such event.

<u>Section 4.</u> PAYMENTS TO COMPANY

(c) Except as provided in Sections 3 and in this Section 4(b), because the Trust is irrevocable, in accordance with Section 1(b) hereof, the Company shall not have the right or the power to direct the Trustee to return to the Company or to divert to others any of the Trust assets before all payment of benefits have been made to Participants or their beneficiaries pursuant to the terms of the Plan.

(d) In the event the Company makes payment of benefits directly pursuant to Section 1(e) hereof, the Company may file proof of such payment with the Trustee and request to be reimbursed for said payment. The Trustee shall reimburse the Company for amounts not exceeding the Company's costs of making Plan payments. The Trustee shall not be obligated to verify the amount of payment beyond receipt of reasonable proof (e.g. cancelled check).

<u>Section 5.</u> INVESTMENT AUTHORITY

(a) The Trustee shall hold, invest and reinvest the principal and income of the Trust as directed by Company or its properly designated agent which directions may be changed from time to time. To the maximum extent permitted by law, the Trustee shall have no duty or responsibility (i) to advise with respect to, or inquire as to the propriety of, any such investment direction or (ii) for any investment decisions made with respect to the Trust by the Company. In the absence of investment direction, the Trustee shall have no obligation to diversify or invest Trust assets, but shall hold the Trust assets in shares of Greenbrier common stock.

may be furnished to the Trustee and that provides the Trustee with a reasonable basis for making a determination concerning Insolvency. If there is a dispute about Insolvency, the Trustee shall have the right to require

(b) All rights associated with assets of the Trust shall be exercised by the Trustee and shall in no event be exercised by or rest with Plan participants, except that voting rights with respect to Trust assets will be exercised by the Trustee as directed by the Company.

(c) The Company shall have the right at any time, and from time to time in its sole discretion, to substitute assets of equal fair market value, for any asset held by the Trust. This right is exercisable by the Company in a non-fiduciary capacity without the approval or consent of any person in a fiduciary capacity.

(d) In administering the Trust and carrying out the instructions of the Company in accordance with Section 5(a) and (b) above, the Trustee shall be specifically authorized to:

(1) To vote in person or by general or limited proxy, as directed by an Authorized Party, any securities in which the Trust is invested and similarly to exercise, personally or by general or limited power of attorney, as directed by an Authorized Party, any right appurtenant to any authorized investment held in the Trust.

(2) To exercise all of the further rights, powers, options and privileges granted, provided for, or vested in trustees generally under the laws of the state in which the Trustee has its principal place of business so that the powers conferred upon the Trustee herein shall not be in limitation of any authority conferred by law, but shall be in addition thereto.

(e) The Trustee may exercise the powers described in Section 5(d) with or without Authorized Instructions, but where the Trustee acts on Authorized Instructions, the Trustee shall be fully protected as described in Section 9.

Section 6. ADDITIONAL POWERS OF TRUSTEE.

(a) To the extent necessary or which it deems appropriate to implement its powers under Section 5 or otherwise to fulfill any of its duties and responsibilities as Trustee of the Trust, the Trustee shall have the following additional powers and authority:

(1) To register securities, or any other property, in its name or in the name of any nominee, including the name of any affiliate or the nominee name designated by any affiliate, with or without indication of the capacity in which property shall be held, or to hold securities in bearer form and to deposit any securities or other property in a depository or clearing corporation;

(2) Upon receiving the consent of an Authorized Party, to designate and engage the services of, and to delegate powers and responsibilities to, such agents, representatives, advisers, counsel and accountants as the Trustee considers necessary or appropriate and, as part of its expenses under this Trust Agreement, to pay their reasonable expenses and compensation;

(3) To make, execute and deliver, as Trustee, any and all conveyances, waivers, releases or other instruments in writing necessary or appropriate for the accomplishment of any of the powers listed in this Trust Agreement; and

(4) Generally to do all other acts which the Trustee deems necessary or appropriate for the protection of the Trust.

(5) The Trustee at the direction of the Company may appoint a Custodian, acceptable to the Company, to safeguard the assets of the Trust. The Company hereby authorizes and directs the Trustee to enter into such agreements with the Custodian as may be necessary to establish an account with the Custodian. For administrative purposes, contributions deposited to the appointed Custodian shall be deemed as contributions deposited with the Trustee on behalf of the Trust.

Section 7. DISPOSITION OF INCOME.

During the term of this Trust, all income received by the Trust, net of expenses and taxes, shall be accumulated and reinvested.

Section 8. ACCOUNTING BY TRUSTEE.

(a) The Trustee shall keep accurate and detailed records of all investments, receipts, disbursements, and all other transactions required to be made, including such specific records as shall be agreed upon in writing between the Company and the Trustee. Within 90 days following the close of each calendar quarter, or at such other additional times as may be reasonably requested by the Company, and within 90 days after removal or resignation of the Trustee, the Trustee shall deliver to the Company a written account of its administration of the Trust during such year or during the period from the close of the last preceding year to the date of such removal or resignation, setting forth all investments, receipts, disbursements and other transactions effected by it, including a description of all securities and investments purchased and sold with the cost or net proceeds of such purchases or sales (accrued interest paid or receivable being shown separately), and showing all cash, securities and other property held in the Trust at the end of such year or as of the date of such removal or resignation, as the case may be.

(b) The Trustee shall be entitled to rely on the Recordkeeper (the provider of recordkeeping services for the Plan Administrator) or the Custodial Agent (the

custodian of investments), if any other than Trustee, for the maintenance and provision of all records specified in this Section 8.

Section 9. RESPONSIBILITY AND INDEMNITY OF THE TRUSTEE.

(a) The Trustee shall act with the care, skill, prudence and diligence under the circumstances then prevailing that a prudent person acting in like capacity and familiar with such matters would use in the conduct of an enterprise of a like character and with like aims, provided, however, that the Trustee shall incur no liability to any person for any action taken pursuant to a direction, request or approval given by the Company which is contemplated by, and in conformity with, the terms of the Plan and this Trust and is given in writing by the Company or in such other manner prescribed by the Trustee. In the absence of direction, request or approval from the Company, the Trustee shall also incur no liability to any person for any failure to perform an act not contemplated by or in conformity with, the terms of this Trust. In the event of a dispute between the Company and a party, the Trustee may apply to a court of competent jurisdiction to resolve the dispute.

(b) The Company hereby indemnifies the Trustee and each of its affiliates (collectively, the "Indemnified Parties") against, and shall hold them harmless from, any and all loss, claims, liability, and expense, including reasonable attorneys' fees, imposed upon or incurred by any Indemnified Party as a result of any acts taken, or any failure to act, in accordance with the directions from the Company or any designee of the Company, or by reason of the Indemnified Party's good faith execution of its duties with respect to the Trust, including, but not limited to, its holding of assets of the Trust. The Company's obligations in the foregoing regard shall be satisfied promptly by the Company, provided that in the event the loss, claim, liability or expense involved is determined by a no longer appealable final judgment entered in a lawsuit or proceeding to have resulted from the negligence or misconduct of the Trustee, the Trustee shall promptly on request thereafter return to the Company any amount previously received by the Trustee under this Section 9(b) with respect to such loss, claim, liability or expense. If the Company does not pay such costs, expenses and liabilities in a reasonably timely manner, the Trustee may obtain payment from the Trust without direction from the Company.

(c) The Trustee shall incur no liability to anyone for any action that it or the Custodian as its delegate takes pursuant to a direction, request or approval given by the Company, Participants, the Investment Committee, the Administrator or by such directions, requests or approvals is delegated under the powers conferred upon the Company, Participants, the Investment Committee, the Administrator or such other party under this Agreement.

(d) The Trustee, upon receipt of the consent of an Authorized Party, at the expense of the Trust or the Company, may consult with legal counsel (who may also be counsel for Company generally) with respect to any of its duties or obligations hereunder.

(e) The Trustee, upon receipt of the consent of an Authorized Party, may hire agents, accountants, actuaries, investment advisers, financial consultants or other professionals to assist it in performing any of its duties or obligations hereunder.

(f) The Trustee shall have, without exclusion, all powers conferred on the Trustee by applicable law, unless expressly provided herein, provided, however, that if an insurance policy is held as an asset of the Trust, the Trustee shall not have the power to name a beneficiary of the policy other than the Trust, to assign the policy (as distinct from conversion of the policy to a different form) other than to a successor trustee, or to loan to any person the proceeds of any borrowing against such policy.

(g) Notwithstanding any powers granted to the Trustee pursuant to this Trust Agreement or applicable law, the Trustee shall not have any power that could give this Trust the objective of carrying on a business and dividing the gains therefrom, within the meaning of section 301.7701-2 of the Procedure and Administrative Regulations promulgated pursuant to the Internal Revenue Code.

(h) The Trustee shall not be liable for any expense, loss, claim or damage (including counsel fees) suffered by the Participants arising out of or caused by any delay in, or failure of, performance by the Trustee, in whole or in part, arising out of, or caused by, circumstances beyond the Trustee's control, including without limitation: acts of God, interruption, delay in, or loss (partial or complete) of electrical power or external computer (hardware or software) or communication services (including access to book-entry securities systems maintained by Federal Reserve Bank of New York and/or any clearing corporation); act of civil or military authority; sabotage; natural emergency; epidemic; war or other government actions; civil disturbance; flood, earthquake, fire, other catastrophe; strike or other labor disturbance by employees of nonaffiliates; governmental, judicial, or self regulatory organization order, rule or regulation; riot; energy or natural resource difficulty or any other party (including, without limitation, the Recordkeeper and any of its agents) to whom authority to give

shortage; and inability to obtain materials, equipment or transportation.

(i) If (1) there is any disagreement or dispute in connection with the Trust or the subject matter hereof, including any dispute between the Trustee, the Company or any Participant, or between the Company, any Participant or any person not a party to the Trust or (2) there are adverse or inconsistent claims or demands upon, or inconsistent with instructions to the Trustee, or (3) the Trustee in good faith is in doubt as to what action to take pursuant to the Trust, the Trustee may at its election refuse to comply with any such claims, demands or instructions, or refuse to take any other action pursuant to this Trust until (i) the rights of all persons involved in the dispute have been fully and finally adjudicated by a court of competent jurisdiction or the Trustee has resolved any such doubts to its good faith satisfaction; or (ii) all disputes have been resolved between the persons involved and the Trustee has received written notice thereof satisfactory to it from all such persons. Without limiting the generality of the foregoing, the Trustee may at its election interplead the subject matter of this Trust Agreement with a court of competent jurisdiction, or commence judicial proceedings for a declaratory judgment, and the Trustee shall be entitled to recover from the Company or the Trust, both collectively and individually, the Trustee' s attorneys' fees, expenses and costs in connection with any such interpleader or declaratory judgment action

(j) The Trustee is not a party to, and has no duties or responsibilities under, the Plan other than those that may be expressly contained in this Trust Agreement. In any case in which a provision of this Trust Agreement conflicts with any provision of the Plan, the Plan shall control. The Trustee shall have no duties, responsibilities or liability with respect to the acts or omissions of any prior or successor trustee.

Section 10. COMPENSATION AND EXPENSES OF TRUSTEE

(a) The Company shall pay all administrative and Trustee' s fees and expenses under this Trust Agreement as mutually agreed and, if not so paid, such fees and expenses may be withdrawn from the Trust by the Trustee. If the Trustee advances cash or securities for any purpose, including the purchase or sale of foreign exchange or of contracts for foreign exchange, or in the event that the Trustee shall incur or be assessed taxes, interest, charges, expenses, assessments, or other liabilities in connection with the performance of this Trust Agreement, except such as may arise from its own negligent action, negligent failure to act or misconduct, any property at any time held for the Trust shall be security therefor and the Trustee shall be entitled to collect from the Company or, if not paid, from the Trust sufficient cash for reimbursement of such taxes, interest, charges, expenses, assessments or other liabilities. If cash is insufficient, the Trustee may dispose of the assets of the Trust to the extent necessary to obtain the aforesaid reimbursement. To the extent the Trustee advances funds to the Trust for disbursements or to effect the settlement of purchase transactions, the Trustee shall be entitled to collect from the Company or, if not so paid, from the Trust either (i) with respect to domestic assets, an amount equal to what would have been earned on the sums advanced (an amount approximating the "federal funds" interest rate) or (ii) with respect to non-domestic assets, the rate applicable to the appropriate foreign market.

Section 11. RESIGNATION AND REMOVAL OF TRUSTEE

(a) The Trustee may resign at any time by written notice to the Company, which shall be effective 30 days after receipt of such notice unless the Company and the Trustee agree otherwise.

(b) The Trustee may be removed by the Company on 60 days notice or upon shorter notice accepted by the Trustee. However, upon a Change of Control, as defined herein, the Trustee may not be removed by the Company for four years after the Change of Control unless the persons who are then Participants agree to the removal.

(c) If the Trustee resigns within four years after a Change in Control, as defined herein, the Company shall apply to a court of competent jurisdiction for the appointment of a successor Trustee or for instructions, unless the then Participants and the Company agree to the selection of a successor trustee.

(d) Upon resignation or removal of the Trustee and appointment of a successor trustee, all assets shall subsequently be transferred to the successor trustee. The transfer shall be completed within 120 days after receipt of notice of resignation, removal or transfer, unless the Company extends the time limit.

(e) If Trustee the resigns or is removed, a successor shall be appointed, in accordance with Section 12 hereof, by the effective date of resignation or removal under paragraphs (a) or (b) of this Section. If no such appointment has been made, the Trustee may apply to a court of competent jurisdiction for appointment of a successor or for instructions. All expenses of the Trustee in connection with the proceeding shall be allowed as administrative expenses of the Trust.

Section 12. **APPOINTMENT OF SUCCESSOR.**

(a) If the Trustee resigns or is removed in accordance with Section 11(a) or (b) hereof, subject to the requirements of Section 11, the Company may appoint any third party, such as a bank trust department or other entity that may be granted corporate trustee powers under state law, as a successor to replace the Trustee upon resignation or removal. The appointment shall be effective when accepted in writing by the new trustee, who shall have all of the rights and powers of the former trustee, including ownership rights in the Trust assets. The former trustee shall execute any instrument necessary or reasonably requested by the Company or the successor trustee to evidence the transfer.

(b) The successor trustee need not examine the records and acts of any prior trustee and may retain or dispose of existing Trust assets, subject to Sections 8 and 9 hereof. The successor trustee shall not be responsible for and the Company shall indemnify and defend the successor trustee from any claim or liability resulting from any action or inaction of any prior trustee or from any other past event, or any condition existing at the time it becomes successor trustee.

Section 13. **AMENDMENT OR TERMINATION**

(a) This Trust Agreement may be amended by a written instrument executed by the Trustee and the Company. Notwithstanding the foregoing, no such amendment shall conflict with the terms of the Plan or shall make the Trust revocable.

(b) The Trust shall not terminate until the date on which the Participants and their beneficiaries are no longer entitled to benefits pursuant to the terms of the Plan. Upon termination of the Trust, any assets remaining in the Trust shall be returned to the Company.

(c) Upon written approval of the Participants or beneficiaries entitled to payment of benefits pursuant to the terms of the Plan, the Company may terminate this Trust prior to the time all benefit payments under the Plan have been made. All assets in the Trust at termination shall be returned to the Company.

Section 14. **MISCELLANEOUS.**

(a) Any provision of this Trust Agreement prohibited by law shall be ineffective to the extent of any such prohibition, without invalidating the remaining provisions hereof.

(b) Benefits payable to Participants and their beneficiaries under this Trust Agreement may not be anticipated, assigned (either at law or in equity), alienated, pledged, encumbered or subjected to attachment, garnishment, levy, execution or other legal equitable process.

(c) This Trust Agreement shall be governed by and construed in accordance with the laws of the State of Georgia.

(d) For purposes of this Trust Agreement, a Change in Control is determined pursuant to the Plan' s definition of a Change in Control.

(e) Neither the Company nor the Trustee may assign this Trust Agreement without the prior written consent of the other.

(f) This Trust Agreement shall be binding upon, and inure to the benefit of, the Company, the Trustee and their respective successors and permitted assigns. Any entity, which shall by merger, consolidation, purchase, or otherwise, succeed to substantially all the trust business of the Trustee shall, upon each succession and without any appointment or other action by the Company, be and become successor trustee hereunder, upon notification to Company.

(g) The provisions of this Trust Agreement are intended to benefit only the parties hereto, their respective successors and assigns, and the Participants and their beneficiaries under the Plan. There are no other third party beneficiaries.

(h) The Company and the Trustee hereby each represents and warrants to the other that it has full authority to enter into this Trust Agreement upon the terms and conditions hereof and that the individual executing this Trust Agreement on its behalf has the requisite authority to bind the Company or the Trustee to this Trust Agreement.

(i) This Trust Agreement may be executed in any number of counterparts, each of which shall be deemed an original, and such counterparts shall constitute but one and the same instrument and may be sufficiently evidenced by one counterpart.

Section 15. **EFFECTIVE DATE**

(a) The effective date of this Trust Agreement shall be October 1, 2012.

[Signature page follows.]

IN WITNESS WHEREOF, Greenbrier and the Trustee have executed this Trust Agreement each by action of a duly authorized person.

THE GREENBRIER COMPANIES, INC.

By:	/s/ Martin R. Baker
Name/ Title:	Martin R. Baker, Senior Vice President
Date:	December 28, 2012

RELIANCE TRUST COMPANY (Trustee)

By: ___________________________(Signature)

Name/Title:_____________________

Date:__________________________

Exhibit 10.2

TRUST UNDER THE
DEFERRED COMPENSATION PLAN FOR DIRECTORS

THIS AGREEMENT is made this 1st day of October, 2012 by and between The Greenbrier Companies, Inc., a corporation organized under the laws of Oregon and having its principal office and place of business in Oregon (“Greenbrier” or the “Company”) and Reliance Trust Company, a trust organization under the laws of the United States of America and having its principal office and place of business in Atlanta, Georgia, as trustee (the “Trustee”).

RECITALS

WHEREAS, Greenbrier has adopted The Greenbrier Companies Nonqualified Deferred Compensation Plan for Directors (the “Plan”), which is an unfunded plan providing deferred compensation benefits to non-employee members of the Board of Directors of the Company; and

WHEREAS, the Company wishes to establish a trust (the “Trust”) and to contribute to the Trust assets that shall be held therein, subject to the claims of the Company’ s creditors in the event of the Company’ s insolvency, as herein defined, until paid to the Plan participants and their beneficiaries in such manner and at such times as specified in the Plan or paid to the Company in accordance herewith; and

WHEREAS, it is the intention of the parties that the Trust shall constitute an unfunded arrangement and shall not affect the status of the Plan as an unfunded Plan maintained for the purpose of providing deferred compensation for a select group of management according to Title I of the Employee Retirement Income Security Act of 1974 as amended; and

NOW, THEREFORE, the parties do hereby establish the Trust and agree that the Trust shall be comprised, held and disposed of as follows:

SECTION 1. ESTABLISHMENT OF TRUST

(a) The Company shall deposit with the Trustee in trust assets which constitute the principal of the Trust to be held, administered and disposed of by the Trustee as provided in this Trust Agreement. The Company shall have the right to make additional deposits from time to time in its sole discretion.

(b) The Trust hereby established shall be irrevocable.

(c) The Trust is intended to be a grantor trust, of which the Company is the grantor, within the meaning of Subpart E, part I, subchapter J, chapter I, subtitle A of the Internal Revenue Code of 1986, as amended (the “Internal Revenue Code”), and shall be construed accordingly.

(d) The Participants and their beneficiaries shall have no preferred claim on, or any beneficial ownership interest in, any assets of the Trust. Any rights created under the Plan and this Trust Agreement shall be mere unsecured contractual rights of the Participants and their beneficiaries against their Employer. Any assets held by the Trust will be subject to the claims of the Company’ s general creditors under federal and state law in the event of Insolvency, as defined in Section 3(a) herein.

(e) The Trustee agrees to accept additional deposits made by the Company pursuant to Section 1(a) hereof, and contributions that are paid to it by the Company in accordance with the terms of this Trust Agreement. Such additional deposits and contributions shall be in cash or in such other form that may be acceptable to the Trustee, including but not limited to policies of life insurance. The Trustee shall have no duty to determine or collect contributions under the Plan and shall have no responsibility for any property until it is received and accepted by the Trustee. The Company shall have the sole duty and responsibility for the determination of the accuracy and sufficiency of the deposits and contributions to be made under the Plan, the transmittal of the same to the Trustee and compliance with any statute, regulation or rule applicable to contributions.

SECTION 2. PAYMENTS TO PARTICIPANTS AND THEIR BENEFICIARIES

(a) From time to time, the Company may deliver to the Trustee a schedule (the "Payment Schedule") that indicates the amounts payable in respect of each Participant (and his or her beneficiaries), that provides a formula or other instructions for determining the amounts payable, the form in which such amounts are to be paid (as provided for or available under the Plan), and the time of commencement for payment of such amounts. Except as otherwise provided herein, the Trustee shall make payments to the Participants and their beneficiaries in accordance with such Payment Schedule. The Trustee shall make provision for the reporting and withholding of any federal, state or local taxes that may be required to be withheld with respect to the payment of benefits pursuant to the terms of the Payment Schedule and shall pay amounts withheld to the appropriate taxing authorities or determine that such amount have been reported, withheld and paid by the Company. If the principal of the Trust, and any earnings thereon, are not sufficient to make payments of benefits in accordance with the terms of the Payment Schedule, the Company shall make the balance of each such payment as it falls due. The Trustee shall notify the Company where principal and earnings are not sufficient.

(b) Upon the receipt by the Trustee of (i) a written notice from the Company, indicating that the Plan has been completely terminated and (ii) a Payment Schedule, indicating how payments shall be made as a result of the termination of the Plan, the Trustee shall pay to each Participant his or her account balance under the Plan in accordance with the terms of such Payment Schedule. Notwithstanding the foregoing, upon the termination of the Plan the Company shall be entitled to make payment of benefits directly to the Participant or their beneficiaries in accordance with subsection (f) below.

(c) The Company hereby agrees that the Authorized Party (as defined below) shall have the exclusive responsibility, and the Trustee shall not have any responsibility or duty under this Trust Agreement for determining that the Payment Schedule is in accordance with the terms of the Plan and applicable law, including without limitation, the amount, timing or method of payment and the identity of each person to whom such payments shall be made. The Trustee shall have no responsibility or duty to determine the tax effect of any payment or to see to the application of any payment.

(d) The entitlement of a Participant or his or her beneficiaries to the benefits under the Plan shall be determined

(e) The Company may make payment of benefits directly to the Participants or their beneficiaries as they become due under the terms of the Plan. The Company shall notify the Trustee of its decision to make payment of benefits directly to Participants or their beneficiaries. If the Company makes payments according to this subsection the Company shall make provision for the reporting and withholding of any federal, state or local taxes that may be required to be withheld with respect to the payment of benefits pursuant to the terms of the Plan and shall pay amounts withheld to the appropriate taxing authorities.

(f) Company shall furnish the Trustee with a written list of the names, signatures and extent of authority of all persons authorized to direct Trustee and otherwise act on behalf of the Company and the Participants under the terms of this Trust Agreement ("Authorized Party"). The Trustee shall be entitled to rely on and shall be fully protected in acting upon direction from an Authorized Party until notified in writing by the Company, as appropriate, of a change of the identity of an Authorized Party.

(g) In accordance with the procedures mutually acceptable to the Company and Trustee, all directions and instructions to the Trustee from an Authorized Party, including but not limited to the Payment Schedule, shall be in writing, transmitted by mail or by facsimile or shall be an electronic transmission, provided the Trustee may, in its discretion, accept oral directions and instructions and may require confirmation in writing ("Authorized Instructions").

SECTION 3. TRUSTEE RESPONSIBILITY REGARDING PAYMENT TO TRUST BENEFICIARY WHEN COMPANY IS INSOLVENT

(a) The Trustee shall cease payment of benefits to the Participants who are current or former employees of the Company and their beneficiaries if it receives notice that the Company is Insolvent. The Company shall be considered "Insolvent" for purposes of this Trust Agreement if (i) the Company is unable to pay its debts as they become due, or (ii) the Company is subject to a pending proceeding as a debtor under the United States Bankruptcy Code.

(b) At all times during the continuance of this Trust, as provided in Section 1(d) hereof, the principal and income of the Trust shall be subject to claims of general creditors of the Company under federal and state law as set forth below.

(1) The Board of Directors and the Chief Executive Officer of the Company shall have the duty to inform the Trustee in writing of the Company' s Insolvency. If a person claiming to

by the Company or such party as it shall designate under the Plan, and any claim for such benefits shall be considered and reviewed under the procedures set out in the Plan.

be a creditor of the Company alleges in writing to the Trustee that the

Company has become Insolvent, the Trustee shall determine whether the Company is Insolvent and, pending such determination, the Trustee may discontinue payment of benefits to the Participants or their beneficiaries.

(2) Unless the Trustee has actual knowledge of the Company' s Insolvency, or has received notice from the Company or a person claiming to be a creditor alleging that the Company is Insolvent, the Trustee shall have no duty to inquire whether the Company is Insolvent. The Trustee may in all events rely on such evidence concerning the Company' s solvency as may be furnished to the Trustee and that provides the Trustee with a reasonable basis for making a determination concerning the Company' s solvency.

(3) If at any time the Trustee has determined that the Company is Insolvent, the Trustee shall discontinue payments of benefits to the Participants and their beneficiaries and shall hold the assets of the Trust for the benefit of the Company' s general creditors. Nothing in this Trust Agreement shall in any way diminish any rights of the Participants or their beneficiaries to pursue their rights as general creditors of the Company with respect to benefits due under the Plan or otherwise.

(4) The Trustee shall resume the payment of benefits to the Participants or their beneficiaries in accordance with Section 2 of this Trust Agreement only after the Trustee has determined that the Company is not Insolvent (or is no longer Insolvent). The Trustee may rely on evidence concerning Insolvency as may be furnished to the Trustee and that provides the Trustee with a reasonable basis for making a determination concerning Insolvency. If there is a dispute about Insolvency, the Trustee shall have the right to require the Company to employ and pay for the services of an independent expert to render a written opinion to the Trustee addressing the question of Insolvency.

(c) Provided that there are sufficient assets, if the Trustee discontinues the payment of benefits from the Trust pursuant to Section 3(a) and (b) hereof and subsequently resumes such payments, the first payment following such discontinuance shall include the aggregate amount of all payments due to the Participants or their beneficiaries according to the terms of the Plan for the period of such discontinuance, less the aggregate amount of any payments made to Participants or their beneficiaries by the Company in lieu of the payments provided for hereunder during any such period of discontinuance. The Trustee may require a new Payment Schedule from the Company in such event.

SECTION 4. PAYMENTS TO COMPANY

with Section 1(b) hereof, the Company shall not have the right or the power to direct the Trustee to return to the Company or to divert to others any of the Trust assets before all payment of benefits have been made to Participants or their beneficiaries pursuant to the terms of the Plan.

(b) In the event the Company makes payment of benefits directly pursuant to Section 1(e) hereof, the Company may file proof of such payment with the Trustee and request to be reimbursed for said payment. The Trustee shall reimburse the Company for amounts not exceeding the Company' s costs of making Plan payments. The Trustee shall not be obligated to verify the amount of payment beyond receipt of reasonable proof (e.g. cancelled check).

SECTION 5. INVESTMENT AUTHORITY

(a) The Trustee shall invest and reinvest the principal and income of the Trust as directed by Company or its properly designated agent which directions may be changed from time to time. To the maximum extent permitted by law, the Trustee shall have no duty or responsibility (i) to advise with respect to, or inquire as to the propriety of, any such investment direction or (ii) for any investment decisions made with respect to the Trust by the Company. In the absence of investment direction, the Trustee shall have no obligation to invest Trust assets, but may invest Trust assets in any manner permitted under Section 5(d).

(b) The Trustee may invest in securities (including stock or rights to acquire stock) or obligations issued by the Company. All rights associated with assets of the Trust shall be exercised by the Trustee and shall in no event be exercised by or rest with Plan participants, except that voting rights with respect to Trust assets will be exercised by the Company, unless an investment adviser has been appointed pursuant to Section 5(a) and voting authority has been delegated to such investment adviser.

(c) The Company shall have the right at any time, and from time to time in its sole discretion, to substitute assets of equal fair market value, for any asset held by the Trust. This right is exercisable by the Company in a non-fiduciary capacity without the approval or consent of any person in a fiduciary capacity.

(d) In administering the Trust and carrying out the instructions of the Company in accordance with Section 5(a) above, the Trustee shall be specifically authorized to:

(1) To invest and reinvest the Trust assets, together with the income therefrom, in common stock, preferred stock, convertible preferred stock,

(a) Except as provided in Sections 3 and in this Section 4(b), because the Trust is irrevocable, in accordance bonds, debentures, convertible debentures and bonds, mortgages, notes, commercial paper and other evidences of indebtedness (including those issued by the Trustee), shares of mutual funds, guaranteed investment contracts, bank investment contracts, other securities, policies of life insurance, other insurance contracts, annuity contracts, options, options to buy or sell securities or other assets, and all other property of any type (personal, real or mixed, and tangible or intangible);

(2) To deposit or invest all or any part of the assets of the Trust in savings accounts or certificates of deposit or other deposits in a bank or savings and loan association or other depository institution, provided such deposits bear a reasonable interest rate;

(3) To submit or cause to be submitted to the Company, all information received by the Trustee regarding ownership rights pertaining to property held in the Trust;

(4) To hold, manage, improve, repair and control all property, real or personal, forming part of the Trust; to sell, convey, transfer, exchange, partition, lease for any term, even extending beyond the duration of this Trust, and otherwise dispose of the same from time to time;

(5) To make, execute and deliver any and all documents, agreements or other instruments in writing as are necessary or desirable for the accomplishment of any of the powers and duties set forth in this Trust Agreement;

(6) To hold in cash, without liability for interest, such portion of the Trust as is pending investment, or payment of expenses, or the distribution of benefits;

(7) To take such actions as may be necessary or desirable to protect the Trust from loss due to the default on mortgages held in the Trust including with the consent of an Authorized Party the appointment of agents or trustees in such other jurisdictions as may seem desirable, the transfer of property to such agents or trustees as is necessary, or the grant to such agents such powers as are necessary or desirable to protect the Trust.

(8) To vote in person or by general or limited proxy, as directed by an Authorized Party, any securities in which the Trust is invested and similarly to exercise, personally or by general or limited power of attorney, as directed by an Authorized Party, any right appurtenant to any authorized investment held in the Trust.

(9) To maintain accounts at, execute transactions through, and lend on an adequately secured basis stocks, bonds or other securities to, any brokerage or other firm, including any firm which is an affiliate of Trustee;

(10) To exercise all of the further rights, powers, options and privileges granted, provided for, or vested in trustees generally under the laws of the state in which the Trustee has its principal place of business so that the powers conferred upon the Trustee herein shall not be in limitation of any authority conferred by law, but shall be in addition thereto.

(e) The Trustee may exercise the powers described in this Section 5(d) with or without Authorized Instructions, but where the Trustee acts on Authorized Instructions, the Trustee shall be fully protected as described in Section 9.

SECTION 6. ADDITIONAL POWERS OF TRUSTEE.

(a) To the extent necessary or which it deems appropriate to implement its powers under Section 5 or otherwise to fulfill any of its duties and responsibilities as Trustee of the Trust, the Trustee shall have the following additional powers and authority:

(1) To register securities, or any other property, in its name or in the name of any nominee, including the name of any affiliate or the nominee name designated by any affiliate, with or without indication of the capacity in which property shall be held, or to hold securities in bearer form and to deposit any securities or other property in a depository or clearing corporation;

(2) Upon receiving the consent of an Authorized Party, to designate and engage the services of, and to delegate powers and responsibilities to, such agents, representatives, advisers, counsel and accountants as the Trustee considers necessary or appropriate and, as part of its expenses under this Trust Agreement, to pay their reasonable expenses and compensation;

(3) To make, execute and deliver, as Trustee, any and all deeds, leases, mortgages, conveyances, waivers, releases or other instruments in writing necessary or appropriate for the accomplishment of any of the powers listed in this Trust Agreement; and

(4) Generally to do all other acts which the Trustee deems necessary or appropriate for the protection of the Trust.

(5) The Trustee at the direction of the Company may appoint a Custodian, acceptable to the Company, to safeguard the assets of the Trust. The

Company hereby authorizes and directs the Trustee to enter into such agreements with the Custodian as may be necessary to establish an account with the Custodian. For administrative purposes, contributions deposited to the appointed Custodian shall be deemed as contributions deposited with the Trustee on behalf of the Trust.

SECTION 7. DISPOSITION OF INCOME.

During the term of this Trust, all income received by the Trust, net of expenses and taxes, shall be accumulated and reinvested.

SECTION 8. ACCOUNTING BY TRUSTEE.

(a) The Trustee shall keep accurate and detailed records of all investments, receipts, disbursements, and all other transactions required to be made, including such specific records as shall be agreed upon in writing between the Company and the Trustee. Within 90 days following the close of each calendar quarter, or at such other additional times as may be reasonably requested by the Company, and within 90 days after removal or resignation of the Trustee, the Trustee shall deliver to the Company a written account of its administration of the Trust during such year or during the period from the close of the last preceding year to the date of such removal or resignation, setting forth all investments, receipts, disbursements and other transactions effected by it, including a description of all securities and investments purchased and sold with the cost or net proceeds of such purchases or sales (accrued interest paid or receivable being shown separately), and showing all cash, securities and other property held in the Trust at the end of such year or as of the date of such removal or resignation, as the case may be.

(b) The Trustee shall be entitled to rely on the Recordkeeper (the provider of recordkeeping services for the Plan Administrator) or the Custodial Agent (the custodian of investments), if any other than Trustee, for the maintenance and provision of all records specified in this Section 8.

SECTION 9. RESPONSIBILITY AND INDEMNITY OF THE TRUSTEE.

(a) The Trustee shall act with the care, skill, prudence and diligence under the circumstances then prevailing that a prudent person acting in like capacity and familiar with such matters would use in the conduct of an enterprise of a like character and with like aims, provided, however, that the Trustee shall incur no liability to any person for any action taken pursuant to a direction, request or approval given by the Company which is or in such other manner prescribed by the Trustee. In the absence of direction, request or approval from the Company, the Trustee shall also incur no liability to any person for any failure to perform an act not contemplated by or in conformity with, the terms of this Trust. In the event of a dispute between the Company and a party, the Trustee may apply to a court of competent jurisdiction to resolve the dispute.

(b) The Company hereby indemnifies the Trustee and each of its affiliates (collectively, the "Indemnified Parties") against, and shall hold them harmless from, any and all loss, claims, liability, and expense, including reasonable attorneys' fees, imposed upon or incurred by any Indemnified Party as a result of any acts taken, or any failure to act, in accordance with the directions from the Company or any designee of the Company, or by reason of the Indemnified Party's good faith execution of its duties with respect to the Trust, including, but not limited to, its holding of assets of the Trust. The Company's obligations in the foregoing regard shall be satisfied promptly by the Company, provided that in the event the loss, claim, liability or expense involved is determined by a no longer appealable final judgment entered in a lawsuit or proceeding to have resulted from the negligence or misconduct of the Trustee, the Trustee shall promptly on request thereafter return to the Company any amount previously received by the Trustee under this Section 9(b) with respect to such loss, claim, liability or expense. If the Company does not pay such costs, expenses and liabilities in a reasonably timely manner, the Trustee may obtain payment from the Trust without direction from the Company.

(c) The Trustee shall incur no liability to anyone for any action that it or the Custodian as its delegate takes pursuant to a direction, request or approval given by the Company, Participants, the Investment Committee, the Administrator or by any other party (including, without limitation, the Recordkeeper and any of its agents) to whom authority to give such directions, requests or approvals is delegated under the powers conferred upon the Company, Participants, the Investment Committee, the Administrator or such other party under this Agreement.

(d) The Trustee, upon receipt of the consent of an Authorized Party, at the expense of the Trust or the Company, may consult with legal counsel (who may also be counsel for Company generally) with respect to any of its duties or obligations hereunder.

(e) The Trustee, upon receipt of the consent of an Authorized Party, may hire agents, accountants, actuaries, investment advisers, financial consultants or other professionals contemplated by, and in conformity with, the terms of the Plan(s) and this Trust and is given in writing by the Company

to assist it in performing any of its duties or obligations hereunder.

(f) The Trustee shall have, without exclusion, all powers conferred on the Trustee by applicable law, unless expressly provided herein, provided, however, that if an insurance policy is held as an asset of the Trust, the Trustee shall not have the power to name a beneficiary of the policy other than the Trust, to assign the policy (as distinct from conversion of the policy to a different form) other than to a successor trustee, or to loan to any person the proceeds of any borrowing against such policy.

(g) Notwithstanding any powers granted to the Trustee pursuant to this Trust Agreement or applicable law, the Trustee shall not have any power that could give this Trust the objective of carrying on a business and dividing the gains therefrom, within the meaning of section 301.7701-2 of the Procedure and Administrative Regulations promulgated pursuant to the Internal Revenue Code.

(h) The Trustee shall not be liable for any expense, loss, claim or damage (including counsel fees) suffered by the Participants arising out of or caused by any delay in, or failure of, performance by the Trustee, in whole or in part, arising out of, or caused by, circumstances beyond the Trustee' s control, including without limitation: acts of God, interruption, delay in, or loss (partial or complete) of electrical power or external computer (hardware or software) or communication services (including access to book-entry securities systems maintained by Federal Reserve Bank of New York and/or any clearing corporation); act of civil or military authority; sabotage; natural emergency; epidemic; war or other government actions; civil disturbance; flood, earthquake, fire, other catastrophe; strike or other labor disturbance by employees of nonaffiliates; governmental, judicial, or self-regulatory organization order, rule or regulation; riot; energy or natural resource difficulty or shortage; and inability to obtain materials, equipment or transportation.

(i) If (1) there is any disagreement or dispute in connection with the Trust or the subject matter hereof, including any dispute between the Trustee, the Company or any Participant, or between the Company, any Participant or any person not a party to the Trust or (2) there are adverse or inconsistent claims or demands upon, or inconsistent with instructions to the Trustee, or (3) the Trustee in good faith is in doubt as to what action to take pursuant to the Trust, the Trustee may at its election refuse to comply with any such claims, demands or instructions, or refuse to take any other action pursuant to this Trust until (i) the rights of all persons involved in the dispute have been fully and finally adjudicated by a court of competent jurisdiction or the Trustee has resolved any such doubts to its good faith satisfaction; or interplead the subject matter of this Trust Agreement with a court of competent jurisdiction, or commence judicial proceedings for a declaratory judgment, and the Trustee shall be entitled to recover from the Company or the Trust, both collectively and individually, the Trustee' s attorneys' fees, expenses and costs in connection with any such interpleader or declaratory judgment action

(j) The Trustee is not a party to, and has no duties or responsibilities under, the Plan other than those that may be expressly contained in this Trust Agreement. In any case in which a provision of this Trust Agreement conflicts with any provision of the Plan, the Plan shall control. The Trustee shall have no duties, responsibilities or liability with respect to the acts or omissions of any prior or successor trustee.

SECTION 10. COMPENSATION AND EXPENSES OF TRUSTEE

(a) The Company shall pay all administrative and Trustee' s fees and expenses under this Trust Agreement as mutually agreed and, if not so paid, such fees and expenses may be withdrawn from the Trust by the Trustee. If the Trustee advances cash or securities for any purpose, including the purchase or sale of foreign exchange or of contracts for foreign exchange, or in the event that the Trustee shall incur or be assessed taxes, interest, charges, expenses, assessments, or other liabilities in connection with the performance of this Trust Agreement, except such as may arise from its own negligent action, negligent failure to act or misconduct, any property at any time held for the Trust shall be security therefor and the Trustee shall be entitled to collect from the Company or, if not paid, from the Trust sufficient cash for reimbursement of such taxes, interest, charges, expenses, assessments or other liabilities. If cash is insufficient, the Trustee may dispose of the assets of the Trust to the extent necessary to obtain the aforesaid reimbursement. To the extent the Trustee advances funds to the Trust for disbursements or to effect the settlement of purchase transactions, the Trustee shall be entitled to collect from the Company or, if not so paid, from the Trust either (i) with respect to domestic assets, an amount equal to what would have been earned on the sums advanced (an amount approximating the "federal funds" interest rate) or (ii) with respect to non-domestic assets, the rate applicable to the appropriate foreign market.

SECTION 11. RESIGNATION AND REMOVAL OF TRUSTEE

(ii) all disputes have been resolved between the persons involved and the Trustee has received written notice thereof satisfactory to it from all such persons. Without limiting the generality of the foregoing, the Trustee may at its election

(a) The Trustee may resign at any time by written notice to the Company, which shall be effective 30 days after receipt of such notice unless the Company and the Trustee agree otherwise.

(b) The Trustee may be removed by the Company on 60 days' notice or upon shorter notice accepted by the Trustee. However, upon a Change of Control, as defined herein, the Trustee may not be removed by the Company for four years after the Change of Control unless the persons who are then Participants agree to the removal.

(c) If the Trustee resigns within four years after a Change in Control, as defined herein, the Company shall apply to a court of competent jurisdiction for the appointment of a successor Trustee or for instructions, unless the then Participants and the Company agree to the selection of a successor trustee.

(d) Upon resignation or removal of the Trustee and appointment of a successor trustee, all assets shall subsequently be transferred to the successor trustee. The transfer shall be completed within 120 days after receipt of notice of resignation, removal or transfer, unless the Company extends the time limit.

(e) If Trustee the resigns or is removed, a successor shall be appointed, in accordance with Section 12 hereof, by the effective date of resignation or removal under paragraphs (a) or (b) of this Section. If no such appointment has been made, the Trustee may apply to a court of competent jurisdiction for appointment of a successor or for instructions. All expenses of the Trustee in connection with the proceeding shall be allowed as administrative expenses of the Trust.

SECTION 12. APPOINTMENT OF SUCCESSOR.

(a) If the Trustee resigns or is removed in accordance with Section 11(a) or (b) hereof, subject to the requirements of Section 11, the Company may appoint any third party, such as a bank trust department or other entity that may be granted corporate trustee powers under state law, as a successor to replace the Trustee upon resignation or removal. The appointment shall be effective when accepted in writing by the new trustee, who shall have all of the rights and powers of the former trustee, including ownership rights in the Trust assets. The former trustee shall execute any instrument necessary or reasonably requested by the Company or the successor trustee to evidence the transfer.

(b) The successor trustee need not examine the records and acts of any prior trustee and may retain or dispose of existing Trust assets, subject to Sections 8 and 9 hereof. The successor trustee shall not be responsible for and the Company shall indemnify and defend the successor trustee from any claim or liability resulting from any action or inaction of any prior trustee

SECTION 13. AMENDMENT OR TERMINATION

(a) This Trust Agreement may be amended by a written instrument executed by the Trustee and the Company. Notwithstanding the foregoing, no such amendment shall conflict with the terms of the Plan or shall make the Trust revocable.

(b) The Trust shall not terminate until the date on which the Participants and their beneficiaries are no longer entitled to benefits pursuant to the terms of the Plan. Upon termination of the Trust, any assets remaining in the Trust shall be returned to the Company.

(c) Upon written approval of the Participants or beneficiaries entitled to payment of benefits pursuant to the terms of the Plan, the Company may terminate this Trust prior to the time all benefit payments under the Plan have been made. All assets in the Trust at termination shall be returned to the Company.

SECTION 14. MISCELLANEOUS.

(a) Any provision of this Trust Agreement prohibited by law shall be ineffective to the extent of any such prohibition, without invalidating the remaining provisions hereof.

(b) Benefits payable to Participants and their beneficiaries under this Trust Agreement may not be anticipated, assigned (either at law or in equity), alienated, pledged, encumbered or subjected to attachment, garnishment, levy, execution or other legal equitable process.

(c) This Trust Agreement shall be governed by and construed in accordance with the laws of the State of Georgia.

(d) For purposes of this Trust Agreement, a Change in Control is determined pursuant to the Plan' s definition of a Change in Control.

(e) Neither the Company nor the Trustee may assign this Trust Agreement without the prior written consent of the other. This Trust Agreement shall be binding upon, and inure to the benefit of, the Company, the Trustee and their respective successors and permitted assigns. Any entity, which shall by merger, consolidation, purchase, or otherwise, succeed to substantially all the trust business of the Trustee shall, upon each succession and without any appointment or other action by the Company, be and become successor trustee hereunder, upon notification to Company.

or from any other past event, or any condition existing at the time it becomes successor trustee.

(f) The provisions of this Trust Agreement are intended to benefit only the parties hereto, their respective successors and assigns, and the Participants and their beneficiaries under the Plan. There are no other third party beneficiaries.

(g) The Company and the Trustee hereby each represents and warrants to the other that it has full authority to enter into this Trust Agreement upon the terms and conditions hereof and that the individual executing this Trust Agreement on its behalf has the requisite authority to bind the Company or the Trustee to this Trust Agreement.

(h) This Trust Agreement may be executed in any number of counterparts, each of which shall be deemed an original, and such counterparts shall constitute but one and the same instrument and may be sufficiently evidenced by one counterpart.

SECTION 15. EFFECTIVE DATE

(a) The effective date of this Trust Agreement shall be October 1, 2012.

[Signature page follows.]

(1) **IN WITNESS WHEREOF**, Greenbrier and the Trustee have executed this Trust Agreement each by action of a duly authorized person.

THE GREENBRIER COMPANIES, INC.

By: /s/ Martin R. Baker
Name/
Title: Martin R. Baker, Senior Vice President
Date: December 28, 2012

RELIANCE TRUST COMPANY (Trustee)

By: ___________________________(Signature)

Name/Title:_____________________

Date:__________________________

TRUST UNDER THE

DEFERRED COMPENSATION PLAN FOR DIRECTORS

(Stock Account)

THIS AGREEMENT is made this 1st day of October, 2012 by and between The Greenbrier Companies, Inc. ("Greenbrier" or the "Company"), a corporation organized under the laws of the State of Oregon and having its principal office and place of business in Oregon, and Reliance Trust Company, a trust organization under the laws of the United States of America and having its principal office and place of business in Atlanta, Georgia, as trustee (the "Trustee").

RECITALS

WHEREAS, Greenbrier has adopted The Greenbrier Companies Non-Qualified Deferred Compensation Plan for Directors (the "Plan") which is an unfunded plan providing deferred compensation benefits to non-employee members of the Board of Directors of the Company;

WHEREAS, the Company desires to establish a separate trust (the "Trust") solely for the purpose of holding shares of Greenbrier stock which are issued to the Trustee and held in Trust pursuant to the terms of participant deferral elections under the Plan; and

WHEREAS, it is the intention of the parties that the Trust shall constitute an unfunded arrangement and shall not affect the status of the Plan as an unfunded Plan maintained for the purpose of providing deferred compensation for a select group of management according to Title I of the Employee Retirement Income Security Act of 1974 as amended.

NOW, THEREFORE, the parties do hereby establish this Trust for the purpose described in the foregoing Recitals, and agree that the Trust shall be comprised, held and disposed of as follows:

SECTION 1. ESTABLISHMENT OF TRUST

(a) The Company may from time-to-time deposit with the Trustee in trust shares of common stock of the Company, which assets constitute the principal of the Trust to be held, administered and disposed of by the Trustee as provided in this Trust Agreement.

(b) The Trust hereby established shall be irrevocable.

(c) The Trust is intended to be a grantor trust, of which the Company is the grantor, within the meaning of Subpart E, part I, subchapter J, chapter I, subtitle A of the Internal Revenue Code of 1986, as amended (the "Internal Revenue Code"), and shall be construed accordingly.

(d) The Participants and their beneficiaries shall have no preferred claim on, or any beneficial ownership interest in, any assets of the Trust. Any rights created under the Plan and this Trust Agreement shall be mere unsecured contractual rights of the Participants and their beneficiaries against their Employer. Any assets held by the Trust will be subject to the claims of the Company' s general creditors under federal and state law in the event of Insolvency, as defined in Section 3(a) herein.

(e) The Trustee agrees to accept additional deposits made by the Company pursuant to Section 1 (a) hereof, and contributions that are paid to it by the Company in accordance with the terms of this Trust Agreement. Such additional deposits and contributions shall be solely in the form of shares of common stock of the Company. The Trustee shall have no duty to determine or collect contributions under the Plan and shall have no responsibility for any property until it is received and accepted by the Trustee. The Company shall have the sole duty and responsibility for the determination of the accuracy and sufficiency of the deposits and contributions to be made under the Plan, the transmittal of the same to the Trustee and compliance with any statute, regulation or rule applicable to contributions.

SECTION 2. PAYMENTS TO PARTICIPANTS AND THEIR BENEFICIARIES

(a) From time to time, the Company may deliver to the Trustee a schedule (the "Payment Schedule") that indicates the amounts payable in respect of each Participant (and his or her beneficiaries), that provides a formula or other instructions for determining the amounts payable, the form in which such amounts are to be paid (as provided for or available under the Plan), and the time of commencement for payment of such amounts. Except as otherwise provided herein, the Trustee shall make payments to the Participants and their beneficiaries in accordance with such Payment Schedule. The Trustee shall make provision for the reporting and withholding of any federal, state or local taxes that may be required to be withheld with respect to the payment of benefits pursuant to the terms of the Payment Schedule and shall pay amounts withheld to the appropriate taxing authorities or determine that such amount have been reported, withheld and paid by the Company. If the principal of the Trust, and any earnings thereon, are not sufficient to make payments of benefits in accordance with the terms of the Payment Schedule, the Company shall make the balance of each such payment as it falls due. The Trustee shall notify the Company where principal and earnings are not sufficient.

(b) Upon the receipt by the Trustee of (i) a written notice from the Company, indicating that the Plan has been completely terminated and (ii) a Payment Schedule, indicating how payments shall be made as a result of the termination of the Plan, the Trustee shall pay to each Participant his or her account balance under the Plan in accordance with the terms of such Payment Schedule. Notwithstanding the foregoing, upon the termination of the Plan the Company shall be entitled to make payment of benefits directly to the Participant or their beneficiaries in accordance with subsection (f) below.

(c) The Company hereby agrees that the Authorized Party (as defined below) shall have the exclusive responsibility, and the Trustee shall not have any responsibility or duty under this Trust Agreement for determining that the Payment Schedule is in accordance with the terms of the Plan and applicable law, including without limitation, the amount, timing or method of payment and the identity of each person to whom such payments shall be made. The Trustee shall have no responsibility or duty to determine the tax effect of any payment or to see to the application of any payment.

(d) The entitlement of a Participant or his or her beneficiaries to the benefits under the Plan shall be determined by the Company or such party as it shall designate under the Plan, and any claim for such benefits shall be considered and reviewed under the procedures set out in the Plan.

(e) The Company may make payment of benefits directly to the Participants or their beneficiaries as they become due under the terms of the Plan. The Company shall notify the Trustee of its decision to make payment of benefits directly to Participants or their beneficiaries. If the Company makes payments according to this subsection the Company shall make provision for the reporting and withholding of any federal, state or local taxes that may be required to be withheld with respect to the payment of benefits pursuant to the terms of the Plan and shall pay amounts withheld to the appropriate taxing authorities.

(f) Company shall furnish the Trustee with a written list of the names, signatures and extent of authority of all persons authorized to direct Trustee and otherwise act on behalf of the Company and the Participants under the terms of this Trust Agreement ("Authorized Party"). The Trustee shall be entitled to rely on and shall be fully protected in acting upon direction from an Authorized Party until notified in writing by the Company, as appropriate, of a change of the identity of an Authorized Party.

(g) In accordance with the procedures mutually acceptable to the Company and Trustee, all directions and instructions to the Trustee from an Authorized Party, including but not limited to the Payment Schedule, shall be in writing, transmitted by mail or by facsimile or shall be an electronic transmission, provided the Trustee may, in its discretion, accept oral directions and instructions and may require confirmation in writing ("Authorized Instructions").

SECTION 3. TRUSTEE RESPONSIBILITY REGARDING PAYMENT TO TRUST BENEFICIARY WHEN COMPANY IS INSOLVENT

(a) The Trustee shall cease payment of benefits to the Participants who are current or former employees of the Company and their beneficiaries if it receives notice that the Company is Insolvent. The Company shall be considered "Insolvent" for purposes of this Trust Agreement if (i) the Company is unable to pay its debts as they become due, or (ii) the Company is subject to a pending proceeding as a debtor under the United States Bankruptcy Code.

(b) At all times during the continuance of this Trust, as provided in Section 1(d) hereof, the principal and income of the

11	Trust shall be subject to claims of general creditors of the Company under federal and state law as set forth below.

(1) The Board of Directors and the Chief Executive Officer of the Company shall have the duty to inform the Trustee in writing of the Company' s Insolvency. If a person claiming to be a creditor of the Company alleges in writing to the Trustee that the Company has become Insolvent, the Trustee shall determine whether the Company is Insolvent and, pending such determination, the Trustee may discontinue payment of benefits to the Participants or their beneficiaries.

(2) Unless the Trustee has actual knowledge of the Company' s Insolvency, or has received notice from the Company or a person claiming to be a creditor alleging that the Company is Insolvent, the Trustee shall have no duty to inquire whether the Company is Insolvent. The Trustee may in all events rely on such evidence concerning the Company' s solvency as may be furnished to the Trustee and that provides the Trustee with a reasonable basis for making a determination concerning the Company' s solvency.

(3) If at any time the Trustee has determined that the Company is Insolvent, the Trustee shall discontinue payments of benefits to the Participants and their beneficiaries and shall hold the assets of the Trust for the benefit of the Company' s general creditors. Nothing in this Trust Agreement shall in any way diminish any rights of the Participants or their beneficiaries to pursue their rights as general creditors of the Company with respect to benefits due under the Plan or otherwise.

(4) The Trustee shall resume the payment of benefits to the Participants or their beneficiaries in accordance with Section 2 of this Trust Agreement only after the Trustee has determined that the Company is not Insolvent (or is no longer Insolvent). The Trustee may rely on evidence concerning Insolvency as may be furnished to the Trustee and that provides the Trustee with a reasonable basis for making a determination concerning Insolvency. If there is a dispute about Insolvency, the Trustee shall have the right to require the Company to employ and pay for the services of an independent expert to render a written opinion to the Trustee addressing the question of Insolvency.

(c) Provided that there are sufficient assets, if the Trustee discontinues the payment of benefits from the Trust pursuant to Section 3(a) and (b) hereof and subsequently resumes such payments, the first payment following such discontinuance shall include the aggregate amount of all payments due to the Participants or their beneficiaries according to the terms of the Plan for the period of such discontinuance, less the aggregate amount of any payments made to Participants or their Trustee may require a new Payment Schedule from the Company in such event.

SECTION 4. PAYMENTS TO COMPANY

(c) Except as provided in Sections 3 and in this Section 4(b), because the Trust is irrevocable, in accordance with Section 1(b) hereof, the Company shall not have the right or the power to direct the Trustee to return to the Company or to divert to others any of the Trust assets before all payment of benefits have been made to Participants or their beneficiaries pursuant to the terms of the Plan.

(d) In the event the Company makes payment of benefits directly pursuant to Section 1(e) hereof, the Company may file proof of such payment with the Trustee and request to be reimbursed for said payment. The Trustee shall reimburse the Company for amounts not exceeding the Company' s costs of making Plan payments. The Trustee shall not be obligated to verify the amount of payment beyond receipt of reasonable proof (e.g. cancelled check).

SECTION 5. INVESTMENT AUTHORITY

(a) The Trustee shall hold, invest and reinvest the principal and income of the Trust as directed by Company or its properly designated agent which directions may be changed from time to time. To the maximum extent permitted by law, the Trustee shall have no duty or responsibility (i) to advise with respect to, or inquire as to the propriety of, any such investment direction or (ii) for any investment decisions made with respect to the Trust by the Company. In the absence of investment direction, the Trustee shall have no obligation to diversify or invest Trust assets, but shall hold the Trust assets in shares of Greenbrier common stock.

(b) All rights associated with assets of the Trust shall be exercised by the Trustee and shall in no event be exercised by or rest with Plan participants, except that voting rights with respect to Trust assets will be exercised by the Trustee as directed by the Company.

(c) The Company shall have the right at any time, and from time to time in its sole discretion, to substitute assets of equal fair market value, for any asset held by the Trust. This right is exercisable by the Company in a non-fiduciary capacity without the approval or consent of any person in a fiduciary capacity.

(d) In administering the Trust and carrying out the instructions of the Company in accordance with Section 5(a) and (b) above, the Trustee shall be specifically authorized to:

beneficiaries by the Company in lieu of the payments provided for hereunder during any such period of discontinuance. The

(1) To vote in person or by general or limited proxy, as directed by an Authorized Party, any securities in which the Trust is invested and similarly to exercise, personally or by general or limited power of attorney, as directed by an Authorized Party, any right appurtenant to any authorized investment held in the Trust.

(2) To exercise all of the further rights, powers, options and privileges granted, provided for, or vested in trustees generally under the laws of the state in which the Trustee has its principal place of business so that the powers conferred upon the Trustee herein shall not be in limitation of any authority conferred by law, but shall be in addition thereto.

(e) The Trustee may exercise the powers described in Section 5(d) with or without Authorized Instructions, but where the Trustee acts on Authorized Instructions, the Trustee shall be fully protected as described in Section 9.

SECTION 6. ADDITIONAL POWERS OF TRUSTEE.

(a) To the extent necessary or which it deems appropriate to implement its powers under Section 5 or otherwise to fulfill any of its duties and responsibilities as Trustee of the Trust, the Trustee shall have the following additional powers and authority:

(1) To register securities, or any other property, in its name or in the name of any nominee, including the name of any affiliate or the nominee name designated by any affiliate, with or without indication of the capacity in which property shall be held, or to hold securities in bearer form and to deposit any securities or other property in a depository or clearing corporation;

(2) Upon receiving the consent of an Authorized Party, to designate and engage the services of, and to delegate powers and responsibilities to, such agents, representatives, advisers, counsel and accountants as the Trustee considers necessary or appropriate and, as part of its expenses under this Trust Agreement, to pay their reasonable expenses and compensation;

(3) To make, execute and deliver, as Trustee, any and all conveyances, waivers, releases or other instruments in writing necessary or appropriate for the accomplishment of any of the powers listed in this Trust Agreement; and

(4) Generally to do all other acts which the Trustee deems necessary or appropriate for the protection of the Trust.

(5) The Trustee at the direction of the Company may appoint a Custodian, acceptable to the Company, to safeguard the assets of the Trust. The Company hereby authorizes and directs the Trustee to enter into such agreements with the Custodian as may be necessary to establish an account with the Custodian. For administrative purposes, contributions deposited to the appointed Custodian shall be deemed as contributions deposited with the Trustee on behalf of the Trust.

SECTION 7. DISPOSITION OF INCOME.

During the term of this Trust, all income received by the Trust, net of expenses and taxes, shall be accumulated and reinvested.

SECTION 8. ACCOUNTING BY TRUSTEE.

(a) The Trustee shall keep accurate and detailed records of all investments, receipts, disbursements, and all other transactions required to be made, including such specific records as shall be agreed upon in writing between the Company and the Trustee. Within 90 days following the close of each calendar quarter, or at such other additional times as may be reasonably requested by the Company, and within 90 days after removal or resignation of the Trustee, the Trustee shall deliver to the Company a written account of its administration of the Trust during such year or during the period from the close of the last preceding year to the date of such removal or resignation, setting forth all investments, receipts, disbursements and other transactions effected by it, including a description of all securities and investments purchased and sold with the cost or net proceeds of such purchases or sales (accrued interest paid or receivable being shown separately), and showing all cash, securities and other property held in the Trust at the end of such year or as of the date of such removal or resignation, as the case may be.

(b) The Trustee shall be entitled to rely on the Recordkeeper (the provider of recordkeeping services for the Plan Administrator) or the Custodial Agent (the custodian of investments), if any other than Trustee, for the maintenance and provision of all records specified in this Section 8.

SECTION 9. RESPONSIBILITY AND INDEMNITY OF THE TRUSTEE.

(a) The Trustee shall act with the care, skill, prudence and diligence under the circumstances then prevailing that a prudent person acting in like capacity and familiar with such matters would use in the conduct of an enterprise of a like character and with like aims, provided, however, that the Trustee shall incur no liability to any person for any action taken pursuant to a direction, request or approval given by the Company which is

contemplated by, and in conformity with, the terms of the Plan and this Trust and is given in writing by the Company or in such other manner prescribed by the Trustee. In the absence of direction, request or approval from the Company, the Trustee shall also incur no liability to any person for any failure to perform an act not contemplated by or in conformity with, the terms of this Trust. In the event of a dispute between the Company and a party, the Trustee may apply to a court of competent jurisdiction to resolve the dispute.

(b) The Company hereby indemnifies the Trustee and each of its affiliates (collectively, the "Indemnified Parties") against, and shall hold them harmless from, any and all loss, claims, liability, and expense, including reasonable attorneys' fees, imposed upon or incurred by any Indemnified Party as a result of any acts taken, or any failure to act, in accordance with the directions from the Company or any designee of the Company, or by reason of the Indemnified Party's good faith execution of its duties with respect to the Trust, including, but not limited to, its holding of assets of the Trust. The Company's obligations in the foregoing regard shall be satisfied promptly by the Company, provided that in the event the loss, claim, liability or expense involved is determined by a no longer appealable final judgment entered in a lawsuit or proceeding to have resulted from the negligence or misconduct of the Trustee, the Trustee shall promptly on request thereafter return to the Company any amount previously received by the Trustee under this Section 9(b) with respect to such loss, claim, liability or expense. If the Company does not pay such costs, expenses and liabilities in a reasonably timely manner, the Trustee may obtain payment from the Trust without direction from the Company.

(c) The Trustee shall incur no liability to anyone for any action that it or the Custodian as its delegate takes pursuant to a direction, request or approval given by the Company, Participants, the Investment Committee, the Administrator or by any other party (including, without limitation, the Recordkeeper and any of its agents) to whom authority to give such directions, requests or approvals is delegated under the powers conferred upon the Company, Participants, the Investment Committee, the Administrator or such other party under this Agreement.

(d) The Trustee, upon receipt of the consent of an Authorized Party, at the expense of the Trust or the Company, may consult with legal counsel (who may also be counsel for Company generally) with respect to any of its duties or obligations hereunder.

to assist it in performing any of its duties or obligations hereunder.

(f) The Trustee shall have, without exclusion, all powers conferred on the Trustee by applicable law, unless expressly provided herein, provided, however, that if an insurance policy is held as an asset of the Trust, the Trustee shall not have the power to name a beneficiary of the policy other than the Trust, to assign the policy (as distinct from conversion of the policy to a different form) other than to a successor trustee, or to loan to any person the proceeds of any borrowing against such policy.

(g) Notwithstanding any powers granted to the Trustee pursuant to this Trust Agreement or applicable law, the Trustee shall not have any power that could give this Trust the objective of carrying on a business and dividing the gains therefrom, within the meaning of section 301.7701-2 of the Procedure and Administrative Regulations promulgated pursuant to the Internal Revenue Code.

(h) The Trustee shall not be liable for any expense, loss, claim or damage (including counsel fees) suffered by the Participants arising out of or caused by any delay in, or failure of, performance by the Trustee, in whole or in part, arising out of, or caused by, circumstances beyond the Trustee's control, including without limitation: acts of God, interruption, delay in, or loss (partial or complete) of electrical power or external computer (hardware or software) or communication services (including access to book-entry securities systems maintained by Federal Reserve Bank of New York and/or any clearing corporation); act of civil or military authority; sabotage; natural emergency; epidemic; war or other government actions; civil disturbance; flood, earthquake, fire, other catastrophe; strike or other labor disturbance by employees of nonaffiliates; governmental, judicial, or self-regulatory organization order, rule or regulation; riot; energy or natural resource difficulty or shortage; and inability to obtain materials, equipment or transportation.

(i) If (1) there is any disagreement or dispute in connection with the Trust or the subject matter hereof, including any dispute between the Trustee, the Company or any Participant, or between the Company, any Participant or any person not a party to the Trust or (2) there are adverse or inconsistent claims or demands upon, or inconsistent with instructions to the Trustee, or (3) the Trustee in good faith is in doubt as to what action to take pursuant to the Trust, the Trustee may at its election refuse to comply with any such claims, demands or instructions, or refuse to take any other action pursuant to this Trust until (i) the rights of all persons involved in the dispute have been fully and finally

(e) The Trustee, upon receipt of the consent of an Authorized Party, may hire agents, accountants, actuaries, investment advisers, financial consultants or other professionals

adjudicated by a court of competent jurisdiction or the Trustee has resolved any such doubts to its good faith satisfaction; or (ii) all disputes have been resolved between the persons involved and the Trustee has received written notice thereof satisfactory to it from all such persons. Without limiting the generality of the foregoing, the Trustee may at its election interplead the subject matter of this Trust Agreement with a court of competent jurisdiction, or commence judicial proceedings for a declaratory judgment, and the Trustee shall be entitled to recover from the Company or the Trust, both collectively and individually, the Trustee' s attorneys' fees, expenses and costs in connection with any such interpleader or declaratory judgment action

(j) The Trustee is not a party to, and has no duties or responsibilities under, the Plan other than those that may be expressly contained in this Trust Agreement. In any case in which a provision of this Trust Agreement conflicts with any provision of the Plan, the Plan shall control. The Trustee shall have no duties, responsibilities or liability with respect to the acts or omissions of any prior or successor trustee.

SECTION 10. COMPENSATION AND EXPENSES OF TRUSTEE

(a) The Company shall pay all administrative and Trustee' s fees and expenses under this Trust Agreement as mutually agreed and, if not so paid, such fees and expenses may be withdrawn from the Trust by the Trustee. If the Trustee advances cash or securities for any purpose, including the purchase or sale of foreign exchange or of contracts for foreign exchange, or in the event that the Trustee shall incur or be assessed taxes, interest, charges, expenses, assessments, or other liabilities in connection with the performance of this Trust Agreement, except such as may arise from its own negligent action, negligent failure to act or misconduct, any property at any time held for the Trust shall be security therefor and the Trustee shall be entitled to collect from the Company or, if not paid, from the Trust sufficient cash for reimbursement of such taxes, interest, charges, expenses, assessments or other liabilities. If cash is insufficient, the Trustee may dispose of the assets of the Trust to the extent necessary to obtain the aforesaid reimbursement. To the extent the Trustee advances funds to the Trust for disbursements or to effect the settlement of purchase transactions, the Trustee shall be entitled to collect from the Company or, if not so paid, from the Trust either (i) with respect to domestic assets, an amount equal to what would have been earned on the sums advanced (an amount approximating the "federal funds" interest rate) or (ii) with respect to non-domestic assets, the rate applicable to the appropriate foreign market.

SECTION 11. RESIGNATION AND REMOVAL OF TRUSTEE

such notice unless the Company and the Trustee agree otherwise.

(b) The Trustee may be removed by the Company on 60 days' notice or upon shorter notice accepted by the Trustee. However, upon a Change of Control, as defined herein, the Trustee may not be removed by the Company for four years after the Change of Control unless the persons who are then Participants agree to the removal.

(c) If the Trustee resigns within four years after a Change in Control, as defined herein, the Company shall apply to a court of competent jurisdiction for the appointment of a successor Trustee or for instructions, unless the then Participants and the Company agree to the selection of a successor trustee.

(d) Upon resignation or removal of the Trustee and appointment of a successor trustee, all assets shall subsequently be transferred to the successor trustee. The transfer shall be completed within 120 days after receipt of notice of resignation, removal or transfer, unless the Company extends the time limit.

(e) If Trustee the resigns or is removed, a successor shall be appointed, in accordance with Section 12 hereof, by the effective date of resignation or removal under paragraphs (a) or (b) of this Section. If no such appointment has been made, the Trustee may apply to a court of competent jurisdiction for appointment of a successor or for instructions. All expenses of the Trustee in connection with the proceeding shall be allowed as administrative expenses of the Trust.

SECTION 12. APPOINTMENT OF SUCCESSOR.

(a) If the Trustee resigns or is removed in accordance with Section 11(a) or (b) hereof, subject to the requirements of Section 11, the Company may appoint any third party, such as a bank trust department or other entity that may be granted corporate trustee powers under state law, as a successor to replace the Trustee upon resignation or removal. The appointment shall be effective when accepted in writing by the new trustee, who shall have all of the rights and powers of the former trustee, including ownership rights in the Trust assets. The former trustee shall execute any instrument necessary or reasonably requested by the Company or the successor trustee to evidence the transfer.

(b) The successor trustee need not examine the records and acts of any prior trustee and may retain or dispose of existing Trust assets, subject to Sections 8 and 9 hereof. The successor trustee shall not be responsible for and the Company shall indemnify and defend the

(a) The Trustee may resign at any time by written notice to the Company, which shall be effective 30 days after receipt of successor trustee from any claim or liability resulting from any action or inaction of any prior trustee or from any other past event, or any condition existing at the time it becomes successor trustee.

SECTION 13. AMENDMENT OR TERMINATION

(a) This Trust Agreement may be amended by a written instrument executed by the Trustee and the Company. Notwithstanding the foregoing, no such amendment shall conflict with the terms of the Plan or shall make the Trust revocable.

(b) The Trust shall not terminate until the date on which the Participants and their beneficiaries are no longer entitled to benefits pursuant to the terms of the Plan. Upon termination of the Trust, any assets remaining in the Trust shall be returned to the Company.

(c) Upon written approval of the Participants or beneficiaries entitled to payment of benefits pursuant to the terms of the Plan, the Company may terminate this Trust prior to the time all benefit payments under the Plan have been made. All assets in the Trust at termination shall be returned to the Company.

SECTION 14. MISCELLANEOUS.

(a) Any provision of this Trust Agreement prohibited by law shall be ineffective to the extent of any such prohibition, without invalidating the remaining provisions hereof.

(b) Benefits payable to Participants and their beneficiaries under this Trust Agreement may not be anticipated, assigned (either at law or in equity), alienated, pledged, encumbered or subjected to attachment, garnishment, levy, execution or other legal equitable process.

(c) This Trust Agreement shall be governed by and construed in accordance with the laws of the State of Georgia.

(d) For purposes of this Trust Agreement, a Change in Control is determined pursuant to the Plan' s definition of a Change in Control.

(e) Neither the Company nor the Trustee may assign this Trust Agreement without the prior written consent of the other.

(f) This Trust Agreement shall be binding upon, and inure to the benefit of, the Company, the Trustee and their respective successors and permitted assigns. Any entity, which shall by merger, consolidation, purchase, or otherwise, succeed to substantially all the trust business of the Trustee shall, upon each succession and without any appointment or other action by the Company, be and become successor trustee hereunder, upon notification to Company.

(g) The provisions of this Trust Agreement are intended to benefit only the parties hereto, their respective successors and assigns, and the Participants and their beneficiaries under the Plan. There are no other third party beneficiaries.

(h) The Company and the Trustee hereby each represents and warrants to the other that it has full authority to enter into this Trust Agreement upon the terms and conditions hereof and that the individual executing this Trust Agreement on its behalf has the requisite authority to bind the Company or the Trustee to this Trust Agreement.

(i) This Trust Agreement may be executed in any number of counterparts, each of which shall be deemed an original, and such counterparts shall constitute but one and the same instrument and may be sufficiently evidenced by one counterpart.

SECTION 15. EFFECTIVE DATE

(a) The effective date of this Trust Agreement shall be October 1, 2012.

[Signature page follows.]

IN WITNESS WHEREOF, Greenbrier and the Trustee have executed this Trust Agreement each by action of a duly authorized person.

THE GREENBRIER COMPANIES, INC.

By: /s/ Martin R. Baker
Name/
Title: Martin R. Baker, Senior Vice President
Date: December 28, 2012

RELIANCE TRUST COMPANY (Trustee)

By: ________________________(Signature)

Name/Title:__________________

Date:_______________________

Exhibit 10.3

AMENDED AND RESTATED EMPLOYMENT AGREEMENT

This Amended and Restated Employment Agreement (this "Agreement"), dated as of August 28, 2012 (the "Effective Date") is by and between The Greenbrier Companies, Inc., an Oregon corporation (the "Company"), and William A. Furman ("Executive").

RECITALS

A. Company and Executive are parties to an employment agreement entered into as of September 1, 2004 and subsequently amended (the "Prior Agreement").

B. The parties desire to restate the Prior Agreement in order to incorporate previous amendments into a single document (to the extent not superseded by subsequent amendments), update the base salary and annual bonus provisions, and to make certain clarifying changes.

THEREFORE, in consideration of the mutual covenants contained herein and for other good and valuable consideration, the receipt of which is mutually acknowledged, the parties agree as follows:

1. EMPLOYMENT

1.1 Employment of Executive. The Company agrees to employ Executive, and Executive agrees to serve, as the Company' s President and Chief Executive Officer during the Term and upon the conditions set forth in this Agreement. Executive shall serve as a member of the Company' s Board of Directors (the "Board") upon his election to the Board by the stockholders of the Company, and shall be appointed as a member of the Executive Committee of the Board if one exists or is created.

1.2 Responsibilities. Executive shall report to the Board. He shall be responsible for the duties customarily performed by, and shall possess the powers and exercise the responsibilities customary of, the position set forth in Section 1.1. Executive agrees to abide by all the policies, practices and rules of the Company.

1.3 Extent of Duties. Executive shall devote his reasonable full-time energies and efforts exclusively in furtherance of the business of the Company and its affiliates and shall not be engaged in any other business activity; provided, that nothing in this Agreement shall preclude Executive from serving as a director or member of a committee of any company or organization, the business of which does not conflict or compete with the business of the Company or its affiliates, or from engaging in charitable, community and political activities, or investing his personal assets in activities in which his participation is that of an investor.

1.4 Location. The Company shall not require Executive to be based at any office that is located more than 30 miles from where Executive' s office is located as of the Effective Date, during the Term of this Agreement. If the Company should require Executive to relocate to an office located more than 30 miles from his current location as a condition of continuing his employment with the Company and Executive declines to relocate, then Executive' s termination of employment shall be deemed a termination by the Company without Cause, and Executive shall be entitled to severance benefits in accordance with Section 7.1 of this Agreement.

2. TERM

2.1 Term. The term of this Agreement (the "Term") shall commence on the Effective Date and shall continue for a period of one year from that date, unless such Term is renewed as provided for in Section 2.2.

2.2 Renewal. On the date that is one year from the Effective Date of this Agreement, and on each successive anniversary of that date (the "Anniversary Date") the Term shall be automatically renewed and extended for one additional year unless, within 90 days prior to such Anniversary Date, the Company or Executive provides written notice to the other party that the Term shall not be so renewed and extended. Executive may, at any time within 60 days after receipt of a Company notice of non-renewal, elect by written notice to the Company to treat the notice of non-renewal as a notice of termination of Executive' s employment by the Company other than for Cause, which termination will be effective on the 10th day following the date Executive delivers the election notice to the Company. If Executive makes such an election, then Executive shall be entitled to the severance benefits provided for in Section 7.1.

3. COMPENSATION AND BENEFITS

3.1 Base Salary. The Company shall pay Executive an annual base salary of not less than $750,000 (the "Base Salary"). Executive' s Base Salary may be increased, but not reduced, from time to time upon recommendation of the CEO, subject to approval of any such adjustment by the Compensation Committee of the Company' s Board of Directors (the "Committee"). The Base Salary shall be payable in accordance with the Company' s usual and customary payroll practices, but no less frequently than monthly installments.

3.2 Annual Cash Incentive. Executive shall be eligible to earn a bonus each year during the Term in an amount to be determined pursuant to the annual bonus program approved by the Committee and then in effect (the "Annual Bonus"). Executive' s target Annual Bonus amount shall be not less than 100 percent of Executive' s Base Salary, but the actual amount of Executive' s Annual Bonus for any year may be an amount less than, greater than, or the same as the target amount. Any Annual Bonus shall be paid to Executive in cash (subject to normal withholding and payroll deductions) within 120 days following the end of the fiscal year in which such Annual Bonus shall be earned and in any event within the short-term deferral period specified in Treas. Reg. §1.409(b)(4) (i.e., later of the 15th day of the third month following the end of the calendar year or the 15th day of the third month following the end of the Company' s taxable year).

3.3 Executive Benefits. Executive shall be entitled to participate in all employee benefit plans or programs and to receive all benefits for which salaried employees of the Company generally are eligible, now or hereafter established and maintained by the Company, to the extent permissible under the general terms and provisions of such plans or programs and in accordance with the provisions thereof. Such employee benefits currently include, but are not limited to, group medical, prescription drug, dental, vision, life and disability insurance, and participation in the Company' s 401(k) plan and employee stock purchase plan. Notwithstanding the foregoing, nothing in this Agreement shall preclude the amendment or termination of any such plan or program, on the condition that such amendment or termination is applicable generally to all senior officers of the Company or any subsidiary or affiliate of the Company. Executive shall not be eligible to participate in the Company' s supplemental retirement plans or programs.

3.4 Equity Based Compensation Programs. Executive shall be eligible to participate in the Company' s restricted stock, restricted stock unit or options programs, and shall receive such awards as may be determined by the Committee from time to time.

3.5 Paid Time Off. During the Term, Executive shall be entitled to five weeks of paid time off ("PTO") during each fiscal year of the Company, to be taken at times which do not unreasonably interfere with performance of Executive' s duties. PTO shall not accrue or be recorded and Executive shall not be entitled to receive any payment in respect of unused PTO upon termination of employment. Any unused portion of such PTO may not be carried forward from year-to-year by Executive, consistent with the Company' s general policy for other salaried employees.

3.6 Perquisites. The Company will also furnish to Executive, without cost to him, consistent with past practices of the Company and its subsidiaries: (a) participation in the Company' s automobile program, (b) membership in business, social and country clubs appropriate to Executive' s position with the Company, (c) an annual physical examination of Executive by a physician selected by Executive, and (d) personal financial, investment or tax advice, not to exceed $20,000 per year, to the extent costs or expenses of Executive to be reimbursed are properly documented for federal income taxation purposes to preserve any deduction for such reimbursement to which the Company may be entitled.

3.7 Retirement Benefit. In addition to any other Base Salary or bonus payments made pursuant to this Agreement, the Company shall make an annual payment to Executive each year in the amount of $407,000, continuing until Executive attains age 70, regardless of whether Executive' s employment terminates prior to that date. Executive shall not be entitled to any other special retirement benefits other than as provided for under this Section 3.7 and Section 3.8.

3.8 Post-Termination Medical Benefits. In the event Executive' s employment with the Company terminates for any reason, the Company will, until Executive attains age 75, provide a retirement medical benefit that provides insured health and medical benefits for him and his spouse which are substantially equivalent to those provided immediately prior to Executive' s termination of employment.

3.9 Business Expenses. The Company shall pay or reimburse Executive for all reasonable travel or other expenses incurred by Executive in connection with the performance of his duties and obligations under this Agreement, subject to Executive' s presentation of appropriate vouchers in accordance with such procedures as the Company may from time-to-time establish for senior officers and to preserve any deductions for federal income taxation purposes to which the Company may be entitled.

4. CONFIDENTIAL INFORMATION

Executive acknowledges that a substantial portion of the information pertaining to the affairs, business, clients, or customers of the Company or any of its affiliates (any or all of such entities hereinafter referred to as the "Business"), as such information may exist from time to time, is confidential information and is a unique and valuable asset of the Business, access to and knowledge of which are essential to the performance of Executive' s duties under this Agreement. Executive agrees not to use or disclose any confidential information during the Term or thereafter other than in connection with performing Executive' s services for the Company in accordance with this Agreement (except such information as is required by law to be divulged to a government agency or pursuant to lawful process), or make use of any such confidential information for his own purposes or for the benefit of any person, firm, association or corporation (except the Business) and shall use his reasonable efforts to prevent the unauthorized disclosure of any such confidential information by others. As used in this Section 4, the term "confidential" shall not include information which, at the time of disclosure or thereafter, is generally available to and known by the public, other than as a result of a breach of this Agreement by Executive.

5. COVENANT NOT TO COMPETE

In consideration of payment by the Company of the severance payment provided for in Section 7 of this Agreement, Executive agrees that during his employment and, in the event that Executive voluntarily terminates his employment with the Company, for a period of one year after such termination of employment, Executive will not directly or indirectly own (as an asset or equity owner), or be employed by or consult for, any business in direct competition with the Company in the same product or service lines in which the Company is engaged at the time Executive terminates his employment; provided that ownership of one percent (1%) or less of the outstanding stock of a publicly traded corporation will not be deemed to be a violation of this Agreement.

6. ENFORCEMENT

Executive agrees that the restrictions set forth in Section 5 are reasonable and necessary to protect the goodwill of the Company. If any of the covenants set forth therein are deemed to be invalid or unenforceable based on the duration or otherwise, the parties contemplate that such provisions shall be modified to make them enforceable to the fullest extent permitted by law. In the event of a breach or threatened breach by Executive of the provisions set forth in Sections 4 or 5, Executive acknowledges that the Company will be irreparably harmed and that monetary damages shall be an insufficient remedy to the Company. Therefore, notwithstanding the arbitration provisions of Section 11.1, Executive consents to enforcement of Sections 4 or 5, by means of temporary or permanent injunction and other appropriate equitable relief in any competent court, in addition to any other remedies the Company may have under this Agreement or otherwise.

7. SEVERANCE PAYMENT

7.1 Effect of Termination of Employment. If, during the Term, (x) the Company terminates Executive' s employment for any reason other than "Cause" (as defined in Section 7.2) or Executive terminates his employment for "Good Reason" (as defined in Section 8.2(b)), and (y) Section 8.1 does not apply:

(a) The Company shall pay Executive a lump sum severance payment equal to the sum of: (i) an amount equal to two times Executive' s Base Salary as in effect immediately preceding the date of Executive' s termination of employment, plus (ii) an amount equal to two times the Average Bonus, plus (iii) a pro rated bonus for the fiscal year in which such termination occurs, in an amount equal to the Average Bonus or Executive' s Target Bonus amount, whichever is greater, multiplied by a fraction, the numerator of which is the number of days during such fiscal year (which begins September 1) that Executive is employed and the denominator of which is 365. "Average Bonus" shall mean the average of the two most recent annual bonuses received by the Executive prior to the year in which his termination of employment occurs. "Target Bonus" amount means the amount that would be payable to Executive in respect of the fiscal year in which termination occurs, if the Company and Executive achieved the target level of performance under the applicable annual cash incentive plan for such fiscal year. The Company may condition the receipt of the severance payment provided for in this Section 7.1 on Executive having provided to the Company a signed, comprehensive release of claims against the Company and its affiliates as of the date of termination within 30 days of the date of termination, in substantially the form attached as Exhibit A to this Agreement. Such severance payment shall be paid within 60 days following the date of termination, provided Executive signs the release of claims as required under this Section 7.1, and further provided that if the 60-day post-termination period spans two taxable years of Executive (i.e., two calendar years), the severance payments shall be paid in the second taxable year.

(b) For a period of two years following the Date of Termination (as defined in Section 8.2(c)), the Company shall continue to provide or pay the cost of all employee benefits provided pursuant to Sections 3.3 to Executive and/or Executive' s family, and Executive shall continue to participate in the Company' s automobile program at the Company' s expense. If the Executive becomes reemployed with another employer during such period and is eligible to receive such benefits under another employer provided plan, the Company shall not be obligated to continue to provide such benefits, to the extent that reasonably similar benefits are available to the Executive pursuant to such employer-provided plan. The Company may satisfy its obligations under this Section 7.1(b), in part, by paying the applicable premiums for continuation coverage pursuant to COBRA for Executive and/or his family, for as long as such COBRA coverage is available under the law. "COBRA" refers to the Consolidated Omnibus Budget Reconciliation Act of 1985.

(c) As of the Date of Termination, all unvested stock options held by Executive shall become fully vested and exercisable; all restricted stock awards held by Executive shall become fully vested and no longer subject to repurchase or forfeiture; and all restricted stock units held by Executive shall become fully vested. Any performance-based equity awards shall vest at the target performance level.

(d) In the event of termination of Executive' s employment by the Company without Cause or by Executive for Good Reason, the provisions of Section 3.7, Section 3.8 and Section 9 shall continue to apply.

7.2 Termination by the Company for "Cause". In the event that the Company terminates Executive' s employment for "Cause" prior to expiration of the Term, Executive' s earned but unpaid Base Salary as of the effective date of such termination shall be paid in full. The Company shall have no obligation to pay the severance payment described in Section 7.1, and no other benefits shall be provided, or payments made by the Company pursuant to Section 3 of this Agreement, except for (i) the retirement benefits under Section 3.7, which Executive shall be entitled to receive, (ii) the medical benefits under Section 3.8, which Executive and his spouse (if applicable) shall be entitled to receive, and (iii) benefits which shall already have become vested under the terms of programs maintained by the Company or its affiliates for salaried employees generally. "Cause" means the conviction of the Executive (including a plea of nolo contendere) of a felony or gross misdemeanor under federal or state law which is materially and demonstrably injurious to the Company or which impairs the Executive' s ability to perform substantially the Executive' s duties for the Company. In the event of termination of Executive' s employment for Cause, the provisions of Section 9 shall not apply and shall thereupon be of no further force or effect.

7.3 Termination Due to Death or Disability. In the event Executive' s employment with the Company terminates on account of death or Permanent Disability, Executive' s earned but unpaid Base Salary as of the effective date of such termination of his employment shall be paid in full and, upon determination of the amount of cash bonus which would have been payable to Executive pursuant to Section 3.2 if Executive had remained an employee of the Company, Executive (or his estate) shall receive a pro-rated portion of such cash bonus based upon the portion of the fiscal year during which Executive shall have been employed by the Company. The pro-rated cash bonus shall be paid within the short-term deferral period specified in Treas. Reg. §1.409(b)(4) (i.e., later of the 15th day of the third month following the end of the calendar year or the 15th day of the third month following the end of the Company' s taxable year). In the event of Executive' s termination of employment due to death or Permanent Disability, no other benefits shall be provided or payments made by the Company pursuant to Section 3 of this Agreement, except for benefits which shall already have become vested under the terms of programs maintained by the Company or its affiliates for salaried employees generally, and except for the retirement benefits described in Section 3.7 and the medical benefits described in Section 3.8, which Executive (or his estate) and his spouse (if applicable) shall continue to be provided. The term "Permanent Disability" means the inability of Executive to work for a period of six full calendar months during any period of eight consecutive calendar months due to illness or injury of a physical or mental nature, supported by a certification to the Committee from Executive' s attending physician. In the event of a termination of Executive' s employment on account of death or Permanent Disability, the provisions of Section 9 shall continue to apply.

7.4 Voluntary Resignation. In the event Executive shall voluntarily terminate his employment with the Company hereunder, Executive' s earned but unpaid Base Salary as of the effective date of such termination shall be paid in full. However, in such event, no other benefits shall be provided or payments made by the Company pursuant to Section 3 of this Agreement, except for benefits which shall already have become vested under the terms of programs maintained by the Company or its affiliates for salaried employees generally, and except for the retirement benefits described in Section 3.7 and the medical benefits described in Section 3.8, which Executive and his spouse (if applicable) shall continue to be provided. In the event of voluntary termination by Executive, the provisions of Section 9 shall continue to apply. Termination occasioned by Permanent Disability or termination by Executive for Good Reason shall not constitute a voluntary termination by Executive for purposes of this Section 7.4.

8. CHANGE OF CONTROL

8.1 Termination in the Event of a Change of Control. If, during the twenty-four month period following a Change of Control, the Company terminates Executive' s employment other than for Cause, or Executive terminates his employment for Good Reason, then the Company shall pay or provide the benefits set forth in subsections (a) – (c) below. If a Change of Control occurs and if Executive' s employment with the Company is terminated prior to the date on which the Change of Control occurs, and if it is reasonably demonstrated by Executive that such termination of employment (i) was at the request of a third party who has taken steps reasonably calculated to effect the Change of Control or (ii) otherwise arose in connection with or anticipation of the Change of Control, then for purposes of Section 8 of this Agreement the termination shall be deemed to have occurred within twenty-four months following a Change of Control.

(a) The Company shall pay to Executive in a lump sum in cash, within 30 days after the Date of Termination, the aggregate of the following amounts: Executive' s Base Salary through the Date of Termination to the extent not previously paid, plus an amount equal to three times the amount of the sum of (x) the Executive' s Base Salary in effect at the time the Change of Control occurs and (y) the Average Bonus (as defined in Section 7.1(a)).

(b) For a period of three years following the Date of Termination, the Company shall continue to provide or pay the cost of all employee benefits provided pursuant to Sections 3.3 to Executive and/or Executive' s family, and Executive shall continue to participate in the Company' s automobile program, at the Company' s expense. If the Executive becomes reemployed with another employer during such period and is eligible to receive employee benefits under another employer provided plan, the Company shall not be obligated to continue to provide such benefits, to the extent that reasonably similar benefits are available to the Executive pursuant to such employer-provided plan. The Company may satisfy its obligations under this Section 8.1(b), in part, by paying the applicable premiums for continuation coverage pursuant to COBRA for Executive and/or his family, for as long as such COBRA coverage is available under the law.

(c) As of the Date of Termination, all unvested stock options held by Executive shall become fully vested and exercisable; all restricted stock awards held by Executive shall become fully vested and no longer subject to repurchase or forfeiture; and restricted stock units held by Executive shall become fully vested. Any performance-based equity awards shall vest at the target performance level.

(d) The Company shall continue to provide Executive (and his spouse, if applicable) with benefits provided for pursuant to Section 3.7 and Section 3.8.

8.2 Definitions. For purposes of this Agreement, the following definitions shall apply:

(a) "Change of Control" shall mean the occurrence of any of the following:

(i) The acquisition by any individual, entity or group (within the meaning of section13(d)(3) or 14(d)(2) of the Securities Exchange Act of 1934, as amended (the "Exchange Act")) (a "Person") of beneficial ownership (within the meaning of Rule 13d-3 promulgated under the Exchange Act) of 30 percent or more of the stock of any class or classes having by the terms thereof ordinary voting power to elect a majority of the directors of the Company (irrespective of whether at the time stock of any class or classes of the Company shall have or might have voting power by reason of the happening of any contingency); provided, however, that for purposes of this subsection (a), the following acquisitions will not constitute a Change of Control: (i) any acquisition directly from the Company; (ii) any acquisition by the Company or a subsidiary of the Company; or (iii) any acquisition by any employee benefit plan (or related trust) sponsored or maintained by the Company or any corporation controlled by the Company.

(ii) The individuals who, as of the date of this Agreement, are the members of the Board of Directors of the Company (the "Incumbent Board") cease for any reason to constitute a majority of the Board, unless the election or appointment, or nomination for election or appointment, of any new member of the Board was approved by a vote of a majority of the Incumbent Board, then such new member shall be considered as though such individual were a member of the Incumbent Board.

(iii) The consummation of a merger or consolidation involving the Company if the stockholders owning the capital and profits ("ownership interests") of the Company immediately before such merger or consolidation do not, as a result of such merger or consolidation, own, directly or indirectly, more than 50 percent of the combined voting power or ownership interests of the Company, or the entity resulting from such merger or consolidation, in substantially the same proportion as their ownership of the combined voting power or ownership interests outstanding immediately before such merger or consolidation.

(iv) The sale or other disposition of all or substantially all of the assets of the Company.

(v) The dissolution or the complete or partial liquidation of the Company.

(b) "Good Reason" shall mean the occurrence of any of the following:

(i) Any material diminution in the Executive' s title, position, duties or responsibilities or authorities (which shall include, without limitation, any change such that Executive is no longer serving as President and Chief Executive Officer of a publicly-traded company); the assignment to him of duties that are materially inconsistent with, or materially impair his ability to perform, the duties then assigned to him, in each case as determined by Executive in good faith; or any change in the reporting structure so that the Executive is required to report to any person other than the Company' s Board;

(ii) A reduction by the Company of Executive' s Base Salary exceeding 5 percent of Executive' s Base Salary, or an adverse change in the form or timing of the payment of Executive' s Base Salary;

(iii) A reduction by the Company of Executive' s Annual Bonus exceeding 20 percent of Executive' s prior year' s Annual Bonus (unless such reduction relates to the amount of Annual Bonus payable to Executive for the achievement of specified performance goals, or to the attainment of profitability levels of the Company or certain of its subsidiaries, and the non-achievement of such goals and/or the non-attainment of profitability levels of the Company or certain of its subsidiaries, is the reason for the reduction in Executive' s Annual Bonus compared to the prior year' s bonus);

(iv) The Company' s requiring the Executive to be based at any office more than 30 miles from where Executive' s office is then located; or

(v) The Company fails to require any successor (whether direct or indirect, by purchase, merger, consolidation or otherwise) to all or substantially all of the business and/or assets of the Company, to assume expressly and agree to perform this Agreement in the same manner and to the same extent that the Company would be required to perform this Agreement if no such succession had taken place, provided that such successor has received at least ten days' prior written notice from the Company or the Executive of the requirements of Section 8 of this Agreement.

(c) “Date of Termination” shall mean (i) if Executive’ s employment is terminated by the Company for Cause, or by the Executive for Good Reason, the date of receipt of the Notice of Termination of any later date specified therein, as the case may be, (ii) if the Executive’ s employment is terminated by the Company other than for Cause, the date on which the Company notified the Executive of such termination, and (iii) if Executive’ s employment is terminated by reason of the Executive’ s death, the date of such death.

8.3 Notice of Termination. Any termination by the Company for Cause, or by the Executive for Good Reason, shall be communicated by Notice of Termination to the other party. For purposes of this Agreement, a “Notice of Termination” means a written notice which (i) indicates the specific termination provision in this Agreement relied upon, (ii) to the extent applicable sets forth in reasonable detail the facts and circumstances claimed to provide a basis for termination of the Executive’ s employment under the provision so indicated, and (iii) if the Date of Termination (as defined above) is other than the date of receipt of such notice, specifies the later date of such termination. The failure by the Executive or the Company to set forth in the Notice of Termination any fact or circumstance which contributes to a showing of Good Reason or Cause shall not waive any right of the Executive or the Company hereunder or preclude the Executive or the Company from asserting such fact or circumstance in enforcing the Executive’ s or the Company’ s rights hereunder.

8.4 Limitation on Change of Control Payments and Benefits. Notwithstanding anything in this Agreement to the contrary, if any of the payments or benefits to be made or provided in connection with the Agreement, together with any other payments or benefits which the Executive has the right to receive from the Company or any entity which is a member of an “affiliated group” (as defined in section 1504(a) of the Code without regard to section 1504(b) of the Code) of which the Company is a member constitute an “excess parachute payment” (as defined in section 280G(b) of the Code), the payments or benefits to be made or provided in connection with this Agreement will be reduced to the extent necessary to prevent any portion of such payments or benefits from becoming nondeductible by the Company pursuant to section 280G of the Code or subject to the excise tax imposed under section 4999 of the Code. The determination as to whether any such decrease in the payments or benefits to be made or provided in connection with this Agreement is necessary must be made in good faith by a nationally recognized accounting firm (the “Accounting Firm”), and such determination will be conclusive and binding upon Executive and the Company. In the event that the Accounting Firm is serving as accountant or auditor for the individual, entity or group effecting the Change of Control, the Company shall appoint another nationally recognized accounting firm to make the determinations required hereunder (which accounting firm shall then be referred to as the Accounting Firm hereunder). All fees and expenses of the Accounting Firm shall be borne solely by the Company. Executive will have the right to review and comment on any calculations prepared by the Accounting Firm. In addition, if and to the extent such right would not cause any payment or benefit to be subject to any adverse tax consequences under section 409A of the Code (including as a result of any “substitution” within the meaning of Treas. Reg. §1.409A-3(f)), Executive will have the right to designate the particular payments or benefits that are to be reduced or eliminated.

8.5 Treatment of Unvested Stock in Stock Acquisition. For avoidance of doubt, in the event of a Change of Control transaction in which the Company’ s stock is acquired for cash or cash equivalents, Executive shall have the same right to participate in the Change of Control transaction with respect to any unvested shares held by Executive as the Company' s stockholders have generally with respect to shares of stock that are not subject to vesting.

9. Executive' s Stock - Registration Rights.

The provisions of this Section 9 of this Agreement, subject to the limitations of Section 11.4, are intended to provide a mechanism for Executive to reduce or liquidate his holdings of Stock.

9.1 Rule 144 Sales. Company has caused the Stock to be registered with the United States Securities and Exchange Commission ("Commission") pursuant to the Securities Exchange Act of 1934, as amended ("Exchange Act"). Company shall maintain such registration at all times, and, in furtherance thereof, Company shall timely file all reports required to be filed by it under the Exchange Act or the Securities Act of 1933 ("Securities Act") and the rules and regulations of the Commission thereunder and shall take such further action as Executive may reasonably request, to the extent required from time to time, to enable Executive to sell Stock without registration under the Securities Act pursuant to the exemptions provided by: (a) Rule 144 under the Securities Act, as such rule may be amended from time to time, or (b) any similar rule or regulation hereafter adopted by the Commission. Upon request of Executive, Company will, from time to time, deliver to Executive a written statement as to whether it has complied with such requirements. In case Executive shall transfer Stock pursuant to Rule 144, upon Company' s reasonable satisfaction that Rule 144 has been complied with, Company shall, and shall cause its transfer agent and registrar to, deliver certificates bearing no restrictive legend as may be reasonably required by Executive.

9.2 Required Registration. Executive may at any time give written notice to Company (the "Notice") that he contemplates the sale of not less than 500,000 shares of Stock and may require that Company file with the Commission a registration statement under the Securities Act with respect to the shares of Stock set forth in such Notice. Such Notice shall state whether Executive desires to utilize the services of an underwriter in connection with the sale of the shares to which such Notice applies. Forthwith upon receipt of such Notice, and subject to the terms and conditions contained in this Section 9, Company shall: (a) use its best efforts to effect registration under the Securities Act of the shares specified in such Notice; (b) use its best efforts to have such registration statement declared effective; (c) notify Executive promptly after Company shall have received notice thereof, of the time when such registration statement has become effective or any supplement to any prospectus forming a part of such registration statement has been filed; (d) notify Executive promptly of any request by the Commission for the amending or supplementing of such registration statement or prospectus or for additional information; (e) prepare and file with the Commission promptly upon Executive' s request any amendments or supplements to such registration statement or prospectus which, in the opinion of counsel for Executive, may be necessary or advisable in connection with the distribution of the Stock by Executive; (f) prepare and promptly file with the Commission and promptly notify Executive of the filing of such amendment or supplement to such registration statement or prospectus as may be necessary to correct any statements or omission, if, at any time, when a prospectus relating to the Stock is required to be delivered under the Securities Act, any event shall have occurred as a result of which any such prospectus or any other prospectus as then in effect would include an untrue statement or a material fact or omit to state any material fact necessary to make the statements therein not misleading; (g) in case Executive or any underwriter for Executive is required to deliver a prospectus, at a time when the prospectus then in effect may no longer be used under the Act, prepare promptly upon request such amendment or amendments to such registration statement and such prospectus or prospectuses as may be necessary to permit compliance with the requirements of Section 10 of the Securities Act; (h) not file any amendment or supplement to the registration statement or prospectus to which Executive shall reasonably object after having been furnished a copy at a reasonable time prior to the filing thereof; (i) advise Executive promptly after it shall receive notice or obtain knowledge thereof of the issuance of any stop order by the Commission suspending the effectiveness of any such registration statement or the initiation or threatening of any proceeding for that purpose and promptly use its best efforts to prevent the issuance of any stop order or to obtain its withdrawal if such stop order should be issued; (j) use its best efforts to qualify the Stock for transfer under the securities laws of such states as Executive may designate; and (k) furnish to Executive, as soon as available, copies of any such registration statement and each preliminary or final prospectus, or supplement required to be prepared pursuant to this Section, all in such quantities as Executive may, from time to time, reasonably request.

Company shall pay all costs and expenses incident to the performance of its obligations under this Section 9.2, including the fees and expenses of its counsel, the fees and expenses of its accountants, and all other costs and expenses incident to the preparation, printing and filing under the Securities Act of any registration statement, each prospectus and all amendments and supplements thereto, the costs incurred in connection with the qualification of the Stock under the laws of various jurisdictions (including fees and disbursements of counsel), the cost of furnishing to Executive copies of any such registration statement, each preliminary prospectus, the final prospectus and each amendment and supplement thereto, all expenses incident to delivery of the security to any underwriter or underwriters, but not any underwriting commissions or discounts charged to Executive.

Company shall be required to effect only one registration pursuant to Request of Executive under the provisions of this Section 9.2.

9.3 <u>"Piggyback" Registration</u>. If at any time Company shall propose the registration under the Securities Act of any securities of Company other than a registration on Form S-8, Company shall give written notice of such proposed registration to Executive. Company shall include in any such registration statement any Stock (or a portion thereof) of Executive if, within 30 days after the mailing of such notice, Executive shall request inclusion. Executive shall be entitled to all of the benefits of Section 9.2 in connection with such registration statement. The right to registration at Company' s cost provided in this Section 9.3 is in addition, and not in lieu of, the required registration provided in Section 9.2 above.

9.4 <u>Indemnification</u>. Company shall indemnify and hold harmless Executive, and any underwriter (as defined in the Securities Act) for Executive, and each person, if any, who controls Executive or underwriter within the meaning of the Securities Act, against any losses, claims, damages or liabilities (or actions in respect thereof), joint or several, to which Executive or underwriter or such controlling person may become subject, under the Securities Act or otherwise, insofar as such losses, claims, damages or liabilities (or actions in respect thereof) are caused by any untrue statement or alleged untrue statement of any material fact contained in any registration statement under which the Stock was registered under the Securities Act, any prospectus contained therein, or any amendment or supplement thereto, or arise out of or are based upon the omission or alleged omission to state therein a material fact required to be stated therein or necessary to make the statements therein not misleading; and shall reimburse Executive, underwriter and each such controlling person for any legal or other expenses reasonably incurred by Executive, underwriter or such controlling person in connection with investigating or defending any such loss, claim, damage, liability or action; provided, however, that Company shall not be liable, in any such case, to the extent that any such loss, claim, damage, expense or liability arises out of or is based upon an untrue statement or alleged untrue statement or omission or alleged omission so made in conformity with written information furnished by the indemnified person, in writing, specifically for use in the preparation thereof.

Executive shall indemnify and hold harmless Company, each of its directors, each of its officers who have signed the registration statement, and each person, if any, who controls Company, within the meaning of the Securities Act, against any losses, claims, damages or liabilities to which Company, or any such director, officer or controlling person may become subject under the Securities Act or otherwise, insofar as such losses, claims, damages or liabilities (or actions in respect thereof) are caused by any untrue or alleged untrue statement of any material fact contained in the registration statement, prospectus or amendment or amendments or supplement thereto, or arise out of or are based upon the omission or alleged omission to state therein a material fact required to be stated therein or necessary to make the statements therein not misleading; in each case to the extent, but only to the extent, that such untrue statement or alleged untrue statement or omission or alleged omission was so made in reliance upon and in conformity with written information furnished by Executive for use in the preparation thereof; and shall reimburse any legal or other expenses reasonably incurred by Company, or any such director, officer or controlling person, in connection with investigating or defending any such loss, claim, damage, liability or action.

Promptly after receipt by an indemnified party pursuant thereto of any notice of any claim to which indemnity would apply or the commencement of any action, such indemnified party shall, if a claim thereof is made against the indemnifying party pursuant hereto, notify the indemnifying party of the commencement thereof; but the omission or delay so to notify the indemnifying party shall not relieve it from any liability which it may have to any indemnified party unless, and only to the extent that, such indemnifying party shall have suffered actual damage as a result of such omission or delay. In case such action is brought against an indemnified party, and it notifies the indemnifying party of the commencement thereof, the indemnifying party shall be entitled to participate in, and, to the extent that it may wish, jointly with any other indemnifying party similarly notified, to assume the defense thereof, with counsel satisfactory to such indemnified party.

9.5 Executive’ s Priority and Precedence. Company shall not grant to any other holder of its securities the right to require Company to file a registration statement with respect to such securities or to include shares owned by such other holder or holders in any registration statement filed by Company unless the provisions governing such right to require registration or inclusion shall be conditioned such that shares held by Executive shall be entitled to priority and precedence over shares of any other holder or holders which shall be included in such registration statement in the event that Company or the underwriter in respect of such offering shall conclude that it is not practicable to include all of the shares of all of the holders making such requests; provided, that, solely for purposes of any registration pursuant to Section 9.3, shares offered by Company shall have priority and precedence over shares offered by Executive or any other holder.

9.6 Assignment of Registration Rights. Executive’ s rights pursuant to this Section 9 may be assigned in connection with the transfer of Stock held by Executive to: (a) any trust the beneficiaries of which are: (i) Executive, (ii) his spouse, (iii) members of his immediate family or his lineal descendants (including, without limitation, adopted children), or (iv) persons for whom Executive has been appointed as legal guardian or conservator; (b) Executive’ s spouse, members of his immediate family, his lineal descendants (including, without limitation, adopted children), or persons for whom Executive has been appointed as legal guardian or conservator; (c) any corporation, partnership, limited liability company or other entity in which: (i) all of the outstanding capital stock or ownership interest of which is owned by (A) Executive, (B) his spouse, (C) members of his immediate family or his lineal descendants (including, without limitation, adopted children), or (D) persons for whom Executive has been appointed as legal guardian or conservator, and (ii) by contract, operation of law or other arrangement no shares or other ownership interest in the transferee entity can legally be transferred to any person or entity not identified in clauses (a) or (b) above or this clause (c); (d) any transferee of Stock held by Executive pursuant to will or the laws of descent and distribution of the state or country of Executive’ s domicile at the time of death; or (e) any other transferee or assignee of such securities upon the transfer or assignment of securities representing at least 10 percent of the total number of shares of Stock outstanding; provided, that Company is, within a reasonable time after any such transfer, furnished with written notice of the name and address of such transferee or assignee and the securities with respect to which such registration rights are being assigned; and provided further, that such assignment shall be effective only if immediately following such transfer the further disposition of such securities by the transferee or assignee is restricted under the Securities Act.

9.7 No Limitation on Transfers of Stock. Nothing in this Section 9 of this Agreement is intended to limit or restrict Executive’ s ability to dispose of any Stock now held or hereafter acquired by him in accordance with any applicable law.

9.8 Purchase in Lieu of Registration. In the event Company shall receive from Executive a request pursuant to Sections 9.2 or 9.3 that Company file a registration statement in respect of Stock held by Executive, or include Executive’ s Stock or a portion thereof in a registration statement to be filed by Company, Company may, in lieu of filing such registration statement, or including such Stock, elect to purchase or cause to be purchased all, but not less than all, the Stock to which the Request relates. The purchase price per share for shares to be purchased from Executive by Company shall be the mean of the reported high and low sales prices for the Stock on the date of Executive’ s Request or, if no prices are reported on such date, on the last preceding date on which such prices of the Stock are so reported. If the Stock is traded over-the-counter at the time of the Request, the purchase price per share shall be equal to the average between the reported closing bid and ask prices of the Stock on the date of the Request, or if no prices are reported on that date, on the last preceding date on which the prices of Stock are so reported. In the event the Stock is not publicly traded at the time of the Request, the determination of the price shall be made by appraisal by three independent appraisers: one appraiser selected by Company, one selected by Executive and a third appraiser selected by the two so chosen, or, in the event the two appraisers so chosen shall be unable to agree upon a third appraiser, a third appraiser chosen by the Presiding Judge of the Circuit Court of the State of Oregon for Multnomah County. The appraisal shall determine the fair market value of the shares to be purchased based upon the pro rata enterprise value of Company with no discount for minority interest or lack of marketability. The decision of a majority of the appraisers shall be final; provided, that if a majority of the appraisers shall be unable to agree upon a price, the price shall be the average of the prices determined by the two appraisers whose opinion on value shall be the most nearly the same and the opinion of the third appraiser shall, in such event, be disregarded for all purposes. All expenses of the appraisal shall be borne by Company. The purchase price payable by Company shall be paid in cash within 30 days following determination of the price under this Section.

10. SECTION 409A

10.1 Compliance. The parties intend that this Agreement be interpreted and administered in a manner so that each payment hereunder either does not constitute a “deferral of compensation” within the meaning of Treas. Reg. §1.409A-1(b) or, if so, complies with the deferral, payment and other rules of section 409A of the Code and the regulations promulgated thereunder.

10.2 Separation from Service. To the extent that any payment or benefit provided for in this Agreement constitutes a “deferral of compensation” within the meaning of Treas. Reg. §1.409A-1(b) and such payment or benefit is payable upon Executive’ s termination of employment, such payment or benefit shall be payable only upon Executive’ s “separation from service” within the meaning of Treas. Reg. §1.409A-1(h).

10.3 Specified Employee. In the event that Executive is determined to be a “specified employee” within the meaning of Treas. Reg. § 1.409A-1(i), then to the extent any payment or benefit under this Agreement payable upon a termination of employment constitutes a “deferral of compensation” within the meaning of section 409A of the Code, such payment shall not be made and such benefit shall not be provided until the earlier of (A) the first business day occurring after the date that is six months after Executive’ s separation of service as that term is defined in Treas. Reg. §1.409A-1(h), and (B) Executive’ s death. If any such delayed cash payment is otherwise payable on an installment basis, the first payment shall include a “catch-up” payment covering amounts that would otherwise have been paid during the six-month period but for the application of this provision, and the balance of the installments shall be payable in accordance with their original schedule.

10.4 Separate Payments. Each installment of any payment provided for under this Agreement is hereby designated as a separate payment, rather than a part of a larger single payment or one of a series of payments.

10.5 Timing of Reimbursements. All reimbursements of Executive’ s expenses under this Agreement shall be paid as soon as administratively practicable, but in no event after the last day of the taxable year following the taxable year in which the expense was incurred. The amount of in-kind benefits provided or reimbursable expenses incurred in one taxable year shall not affect the in-kind benefits to be provided or the expenses eligible for reimbursement in any other taxable year. Such right to reimbursement or in-kind benefits is not subject to liquidation or exchange for another benefit.

11. GENERAL PROVISIONS

11.1 Dispute Resolution. The parties shall attempt to resolve any dispute relating to this Agreement through mediation upon written request of either party to submit the dispute to mediation. The parties will jointly appoint a mutually acceptable mediator; if the parties are unable to agree upon appointment of a mediator within 15 days of the date of request for mediation, either party may deem mediation to have failed to resolve the dispute, and may submit the dispute to arbitration in accordance with this Section 11.1. Upon appointment of a mediator, the parties agree to participate in good faith in mediation and negotiations relating thereto for 15 days. Any dispute relating to this Agreement that cannot be resolved by the parties or through mediation will be resolved by arbitration as provided in this Section 11.1. Disputes will be resolved by arbitration administered by the Arbitration Service of Portland, Inc. Judgment upon the arbitration award may be entered in any court having jurisdiction thereof, and the resolution of the dispute as determined by the arbitrator will be final and binding on the parties. Any such arbitration will be conducted in Portland, Oregon. If the total amount in dispute is less than $100,000, there will be one arbitrator. If the total amount in dispute is $100,000 or more, three arbitrators will hear the dispute. The arbitrator(s) must have experience as a state or federal judge or such alternate qualifications as the parties may agree upon. The Company shall pay the fees and costs of the arbitrator(s) and the hearing and each party shall be responsible for its own expenses and those of its counsel and representatives.

Any party may seek, without inconsistency with this Agreement, from any court located in the state of Oregon any injunctive or provisional relief that may be necessary to protect the rights or property of that party pending the establishment of the arbitral tribunal (or pending the arbitral tribunal' s determination of the merits of the controversy).

The parties will be allowed discovery in accordance with the Federal Rules of Civil Procedure. The Federal Rules of Evidence shall govern the conduct of the arbitration hearing.

Except as otherwise provided in this Section, the arbitrator will have the authority to award any remedy or relief that a court of Oregon could order or grant.

Unless otherwise agreed to by the parties, the arbitrator' s decision and award must be in writing, signed by the arbitrator and include an explanation of the arbitrator' s reasoning.

Neither party nor the arbitrator may disclose the existence, content, or results of any arbitration under this section without the prior written consent of the other party to this Agreement.

This Section 11.1 shall survive termination, amendment or expiration of any of the agreements or relationships between the parties.

11.2 Withholding Taxes. The Company may directly or indirectly withhold from any payments made under this Agreement all federal, state, city or other taxes and other amounts as permitted or required by law, rule or regulation.

11.3 Notices. All notices, requests, demands and other communications required or permitted hereunder shall be given in writing and shall be deemed to have been duly given if delivered or mailed, postage prepaid, by overnight mail as follows:

(a) To the Company:

The Greenbrier Companies, Inc.
Chief Human Resources Officer
One Centerpointe Drive, Suite 200
Lake Oswego, OR 97035

(b) To Executive:
William A. Furman

____

____

(c) With copies to:

The Greenbrier Companies, Inc.
One Centerpointe Drive, Suite 200
Lake Oswego, OR 97035
Attention: General Counsel

or to such other address as either party shall have previously specified in writing to the other.

11.4 Consolidation, Merger, or Sale of Assets. Nothing in this Agreement shall preclude Company from consolidating or merging into or with, or transferring all or substantially all of its assets to, another corporation which assumes this Agreement and all obligations and undertakings of Company hereunder. In the event this Agreement is assigned or assumed by a successor to Company, but Company and the Stock do not survive the transaction, the provisions of Section 9 shall lapse and be of no further effect. In all other respects, upon such a consolidation, merger or transfer of assets and assumption, the term "Company," as used herein, shall mean such surviving corporation and this Agreement shall continue in full force and effect.

11.5 Binding Agreement. This Agreement shall be binding upon, and shall inure to the benefit of, Executive and the Company and their respective permitted successors, assigns, heirs, beneficiaries and representatives. Because of the unique and personal nature of Executive' s duties under this Agreement, neither this Agreement nor any rights or obligations under this Agreement shall be assignable by Executive.

11.6 Governing Law. The validity, interpretation, performance, and enforcement of this Agreement shall be governed by the laws of the State of Oregon without regard to the conflict of laws rules of Oregon.

11.7 Counterparts. This Agreement may be executed in any number of counterparts, each of which, when executed, shall be deemed to be an original and all of which together shall be deemed to be one and the same instrument.

11.8 Integration. This Agreement contains the complete, final and exclusive agreement of the parties relating to Executive' s employment, and supersedes all prior oral and written employment agreements or arrangements between the parties.

11.9 Amendment. This Agreement cannot be amended or modified except by a written agreement signed by Executive and the Company.

11.10 Waiver. No term, covenant or condition of this Agreement or any breach thereof shall be deemed waived, except with the written consent of the party against whom the waiver is claimed, and any such waiver shall not bee deemed to be a waiver of any preceding or succeeding breach of the same or any other term, covenant, condition or breach.

11.11 Severability. The finding by a court of competent jurisdiction of the unenforceability, invalidity or illegality of any provision of this Agreement shall not render any other provision of this Agreement unenforceable, invalid or illegal. Such court shall have the authority to modify or replace the invalid or unenforceable term or provision with a valid and enforceable term or provision which most accurately represents the parties' intention with respect to the invalid or unenforceable term or provision.

11.12 Clawback. Notwithstanding any other provision of this Agreement, all performance-based compensation which Executive may receive pursuant to this Agreement or under any Company cash or equity-based incentive plan or program shall be subject to any Company Executive Compensation Claw-Back Policy, as the same may be in effect and amended from time-to-time. A claw-back of compensation pursuant to such Policy shall not constitute a breach of this Agreement or "Good Reason" for termination by Executive.

[Signature page follows.]

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

THE GREENBRIER COMPANIES, INC.:

By: /s/ Martin R. Baker

EXECUTIVE:

/s/ William A. Furman

Exhibit A

RELEASE OF CLAIMS

Executive, together with his heirs, family members, executors, administrators, agents and assigns (the “Executive”) hereby fully releases, acquits and forever discharges The Greenbrier Companies, Inc., (“Greenbrier”) its subsidiaries, affiliates, officers, directors, shareholders, employees, agents and attorneys, both past and present (collectively, the “Released Parties” and individually, a “Released Party”) from any and all claims, liabilities, causes of action, demands to any rights, costs, attorneys' fees, expenses and compensation whatsoever, of whatever kind or nature, in law, equity or otherwise, whether known or unknown, vested or contingent, suspected or unsuspected, that Executive may now have, has ever had, or hereafter may have, relating directly or indirectly to his employment with Greenbrier and/or his termination of employment.

Executive also releases any and all claims Executive may have that arose prior to the date of this Release and hereby specifically waives and releases all claims against any Released Party, including without limitation those arising under Title VII of the Civil Rights Act of 1964; the Civil Rights Act of 1991; the Equal Pay Act; the Americans With Disabilities Act of 1990; the Rehabilitation Act of 1973; the Age Discrimination in Employment Act; Sections 1981 through 1988 of Title 42 of the United States Code; the Immigration Reform and Control Act; the Workers Adjustment and Retraining Notification Act; the Occupational Safety and Health Act; the Sarbanes-Oxley Act of 2002; the Consolidated Omnibus Budget Reconciliation Act (COBRA); the Family and Medical Leave Act; the Employee Retirement Income Security Act of 1971; the National Labor Relations Act; the Fair Labor Standards Act; all as amended, and any and all similar state or local statutes, ordinances, or regulations, as well as all claims arising under federal, state, or local law involving any tort, an express or implied employment contract, covenant of good faith and fair dealing or other statute, contract, breach of fiduciary duty, fraud, misrepresentation, defamation or other theory.

Executive expressly does not waive or release, and this release does not affect, any rights Executive may have under any provisions of Chapter 60 of the Oregon Revised Statutes or any other statutory or common law that requires or permits indemnification of officers or directors of corporations. Executive shall also be entitled to, and this release does not waive, release or affect, any rights Executive may have under (a) any indemnity provisions in Greenbrier’ s Articles of Incorporation or Bylaws, any resolutions adopted by the Board of Directors of Greenbrier or any agreements between Greenbrier and Executive or (b) under any directors and officers insurance policies obtained by Greenbrier.

This release includes a release of all claims under the Age Discrimination in Employment Act (“ADEA”), and, therefore, pursuant to the requirement of the ADEA, Executive acknowledges that he has been advised in writing that: (a) this release includes, but is not limited to, all rights or claims arising under the ADEA up to and including the date of execution of this release; (b) Executive should consult with an attorney before executing this release; (c) Executive has up to twenty-one (21) days within which to consider this release; (d) Executive has seven (7) days following execution of this release to revoke this release; and (e) this release of claims under the ADEA shall become effective and enforceable on the eighth day after Employee signs and delivers this Agreement to the Company’ s Chief Human Resources Officer. Nothing in this release prevents or precludes Executive from challenging, or seeking a determination in good faith of, the validity of this waiver under the ADEA or the Older Workers' Benefit Protection Act (nor does it impose any condition precedent, penalties or cost for doing so, unless specifically authorized by federal law), or from participating in any investigation or proceeding conducted by the Equal Employment Opportunity Commission.

EXECUTIVE:

____

William A. Furman

Date signed: ______________________________

Exhibit 31.1

CERTIFICATIONS

I, William A. Furman, certify that:

1. I have reviewed this quarterly report on Form 10-Q of The Greenbrier Companies, Inc. for the quarterly period ended November 30, 2012;
2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;
3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;
4. The registrant' s other certifying officers and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:

   (a) designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;

   (b) designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;

   (c) evaluated the effectiveness of the registrant' s disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and

   (d) disclosed in this report any change in the registrant' s internal control over financial reporting that occurred during the registrant' s most recent fiscal quarter (the registrant' s fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant' s internal control over financial reporting; and
5. The registrant' s other certifying officers and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant' s auditors and the audit committee of the registrant' s board of directors (or persons performing the equivalent functions):

   (a) All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant' s ability to record, process, summarize and report financial information; and

   (b) Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant' s internal control over financial reporting.

Date: January 9, 2013

/s/ William A. Furman

William A. Furman
President and Chief Executive Officer

Exhibit 31.2

CERTIFICATIONS (cont’ d)

I, Mark J. Rittenbaum, certify that:

1. I have reviewed this quarterly report on Form 10-Q of The Greenbrier Companies, Inc. for the quarterly period ended November 30, 2012;
2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;
3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;
4. The registrant’ s other certifying officers and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:
   (a) designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;
   (b) designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;
   (c) evaluated the effectiveness of the registrant’ s disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and
   (d) disclosed in this report any change in the registrant’ s internal control over financial reporting that occurred during the registrant’ s most recent fiscal quarter (the registrant’ s fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant’ s internal control over financial reporting; and
5. The registrant’ s other certifying officers and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant’ s auditors and the audit committee of the registrant’ s board of directors (or persons performing the equivalent functions):
   (a) All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant’ s ability to record, process, summarize and report financial information; and
   (b) Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant’ s internal control over financial reporting.

Date: January 9, 2013

/s/ Mark J. Rittenbaum

Mark J. Rittenbaum
Executive Vice President and
Chief Financial Officer

Exhibit 32.1

CERTIFICATION PURSUANT TO
18 U.S.C. SECTION 1350
AS ADOPTED PURSUANT TO
SECTION 906 OF THE SARBANES-OXLEY ACT OF 2002

In connection with the quarterly report of The Greenbrier Companies, Inc. (the "Company") on Form 10-Q for the quarterly period ended November 30, 2012 as filed with the Securities and Exchange Commission on the date therein specified (the "Report"), I, William A. Furman, President and Chief Executive Officer of the Company, certify pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002, that:

1. The Report fully complies with the requirements of Section 13(a) or 15(d) of the Securities Exchange Act of 1934; and
2. The information contained in the Report fairly presents, in all material respects, the financial condition and results of operations of the Company.

Date: January 9, 2013

/s/ William A. Furman
William A. Furman
President and Chief Executive Officer

Exhibit 32.2

CERTIFICATION PURSUANT TO
18 U.S.C. SECTION 1350
AS ADOPTED PURSUANT TO
SECTION 906 OF THE SARBANES-OXLEY ACT OF 2002

In connection with the quarterly report of The Greenbrier Companies, Inc. (the "Company") on Form 10-Q for the quarterly period ended November 30, 2012 as filed with the Securities and Exchange Commission on the date therein specified (the "Report"), I, Mark J. Rittenbaum, Executive Vice President and Chief Financial Officer of the Company, certify pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002, that:

1. The Report fully complies with the requirements of Section 13(a) or 15(d) of the Securities Exchange Act of 1934; and
2. The information contained in the Report fairly presents, in all material respects, the financial condition and results of operations of the Company.

Date: January 9, 2013

/s/ Mark J. Rittenbaum

Mark J. Rittenbaum
Executive Vice President and
Chief Financial Officer

Warranty Accrual Activity (Detail) (USD $) In Thousands, unless otherwise specified	3 Months Ended	
	Nov. 30, 2012	Nov. 30, 2011
Product Liability Contingency [Line Items]		
Balance at beginning of period	$ 9,221	$ 8,645
Charged to cost of revenue, net	1,585	906
Payments	(801)	(408)
Currency translation effect	97	(200)
Balance at end of period	$ 10,102	$ 8,943

Guarantor/Non Guarantor - Additional Information (Detail)	3 Months Ended
	Nov. 30, 2012
Guarantor Obligations [Line Items]	
Percentage of ownership in subsidiaries	100.00%

Effect of Derivative Instruments on Statement of Operations (Detail) (Cash Flow Hedging, USD $)	3 Months Ended	
	Nov. 30, 2012	Nov. 30, 2011
Derivative Instruments, Gain (Loss) [Line Items]		
Gain (loss) Recognized in OCI on Derivatives (Effective portion)	$ 1,481	$ (7,533)
Gain (Loss) Reclassified from Accumulated OCI into Income (Effective Portion)	660	(1,525)
Gain Recognized on Derivative (Ineffective portion and Amount Excluded from Effectiveness Testing)	896	
Foreign Exchange Forward | Interest and Foreign Exchange		
Derivative Instruments, Gain (Loss) [Line Items]		
Loss Recognized in Income on Derivative	155	(626)
Foreign Exchange		
Derivative Instruments, Gain (Loss) [Line Items]		
Gain (loss) Recognized in OCI on Derivatives (Effective portion)	1,509	(6,536)
Foreign Exchange | Interest and Foreign Exchange		
Derivative Instruments, Gain (Loss) [Line Items]		
Gain Recognized on Derivative (Ineffective portion and Amount Excluded from Effectiveness Testing)	896	
Foreign Exchange | Sales Revenue, Services, Net		
Derivative Instruments, Gain (Loss) [Line Items]		
Gain (Loss) Reclassified from Accumulated OCI into Income (Effective Portion)	1,080	(1,084)
Interest Rate Swap Contract		
Derivative Instruments, Gain (Loss) [Line Items]		
Gain (loss) Recognized in OCI on Derivatives (Effective portion)	(28)	(997)
Interest Rate Swap Contract | Interest and Foreign Exchange		
Derivative Instruments, Gain (Loss) [Line Items]		
Gain (Loss) Reclassified from Accumulated OCI into Income (Effective Portion)	$ (420)	$ (441)

Condensed Consolidating Balance Sheet (Detail) (USD $) In Thousands, unless otherwise specified	Nov. 30, 2012	Aug. 31, 2012	Nov. 30, 2011	Aug. 31, 2011
Assets				
Cash and cash equivalents	$ 41,284	$ 53,571	$ 20,855	$ 50,222
Restricted cash	7,322	6,277		
Accounts receivable, net	163,385	146,326		
Inventories	363,642	316,741		
Leased railcars for syndication	54,297	97,798		
Equipment on operating leases, net	362,522	362,968		
Property, plant and equipment, net	186,715	182,429		
Goodwill	137,066	137,066		
Intangibles and other assets, net	79,500	81,368		
Total assets	1,395,733	1,384,544		
Liabilities and Equity				
Revolving notes	89,826	60,755		
Accounts payable and accrued liabilities	282,925	329,508		
Deferred income taxes	96,498	95,363		
Deferred revenue	28,283	17,194		
Notes payable	427,697	428,079		
Total equity Greenbrier	447,080	431,777		
Noncontrolling interest	23,424	21,868		
Total equity	470,504	453,645	382,940	375,901
Liabilities and Equity	1,395,733	1,384,544		
Parent				
Assets				
Cash and cash equivalents	33,586	34,323	13,518	33,368
Accounts receivable, net	(4)	(21,666)		
Property, plant and equipment, net	3,194	3,721		
Intangibles and other assets, net	711,235	688,261		
Total assets	748,011	704,639		
Liabilities and Equity				
Revolving notes	41,750			
Accounts payable and accrued liabilities	(48,787)	(31,814)		
Deferred income taxes	11,579	9,097		
Deferred revenue	271	310		
Notes payable	296,118	295,269		
Total equity Greenbrier	447,080	431,777		
Total equity	447,080	431,777		
Liabilities and Equity	748,011	704,639		
Combined Guarantor Subsidiaries				
Assets				

Cash and cash equivalents	14	294	232	529
Restricted cash	1,990	2,047		
Accounts receivable, net	112,879	122,917		
Inventories	181,066	138,236		
Leased railcars for syndication	55,347	100,590		
Equipment on operating leases, net	364,954	365,925		
Property, plant and equipment, net	104,362	106,219		
Goodwill	137,066	137,066		
Intangibles and other assets, net	90,223	91,278		
Total assets	1,047,901	1,064,572		
Liabilities and Equity				
Accounts payable and accrued liabilities	165,752	205,477		
Deferred income taxes	94,937	96,593		
Deferred revenue	27,476	15,970		
Notes payable	129,925	130,953		
Total equity Greenbrier	629,811	615,579		
Total equity	629,811	615,579		
Liabilities and Equity	1,047,901	1,064,572		
Combined Non-Guarantor Subsidiaries				
Assets				
Cash and cash equivalents	7,684	18,954	7,105	16,325
Restricted cash	5,332	4,230		
Accounts receivable, net	50,989	45,467		
Inventories	182,895	178,810		
Property, plant and equipment, net	79,159	72,489		
Intangibles and other assets, net	3,105	3,620		
Total assets	329,164	323,570		
Liabilities and Equity				
Revolving notes	48,076	60,755		
Accounts payable and accrued liabilities	165,956	155,844		
Deferred income taxes	(8,225)	(7,684)		
Deferred revenue	521	901		
Notes payable	1,654	1,857		
Total equity Greenbrier	99,435	90,761		
Noncontrolling interest	21,747	21,136		
Total equity	121,182	111,897		
Liabilities and Equity	329,164	323,570		
Eliminations				
Assets				
Accounts receivable, net	(479)	(392)		
Inventories	(319)	(305)		
Leased railcars for syndication	(1,050)	(2,792)		
Equipment on operating leases, net	(2,432)	(2,957)		
Intangibles and other assets, net	(725,063)	(701,791)		

Total assets	(729,343)	(708,237)
Liabilities and Equity		
Accounts payable and accrued liabilities	4	1
Deferred income taxes	(1,793)	(2,643)
Deferred revenue	15	13
Total equity Greenbrier	(729,246)	(706,340)
Noncontrolling interest	1,677	732
Total equity	(727,569)	(705,608)
Liabilities and Equity	$ (729,343)	$ (708,237)

Derivative Instruments - Additional Information (Detail) (USD $) In Millions, unless otherwise specified	3 Months Ended Nov. 30, 2012
Derivative [Line Items]	
Interest rates, that would be reclassified to interest expense in the next 12 months	$ 1.6
Foreign Currency Forward Exchange Contracts	
Derivative [Line Items]	
Aggregate notional amount of foreign currency derivatives	78.4
Unrealized pre-tax loss	2.6
Interest Rate Swap	
Derivative [Line Items]	
Unrealized pre-tax loss	2.5
Notional amount of interest rate swap	$ 42.6
Maturity date	2014-03

Guarantor/Non Guarantor (Tables)	3 Months Ended Nov. 30, 2012
Condensed Consolidating Balance Sheet	The Greenbrier Companies, Inc. Condensed Consolidating Balance Sheet November 30, 2012 *(In thousands, unaudited)*

	Parent	Combined Guarantor Subsidiaries	Combined Non-Guarantor Subsidiaries	Eliminations	Consolidated
Assets					
Cash and cash equivalents	$33,586	$14	$7,684	$—	$41,284
Restricted cash	—	1,990	5,332	—	7,322
Accounts receivable, net	(4)	112,879	50,989	(479)	163,385
Inventories	—	181,066	182,895	(319)	363,642
Leased railcars for syndication	—	55,347	—	(1,050)	54,297
Equipment on operating leases, net	—	364,954	—	(2,432)	362,522
Property, plant and equipment, net	3,194	104,362	79,159	—	186,715
Goodwill	—	137,066	—	—	137,066
Intangibles and other assets, net	711,235	90,223	3,105	(725,063)	79,500
	$748,011	$1,047,901	$329,164	$(729,343)	$1,395,733
Liabilities and Equity					
Revolving notes	$41,750	$—	$48,076	$—	$89,826
Accounts payable and accrued liabilities	(48,787)	165,752	165,956	4	282,925
Deferred income taxes	11,579	94,937	(8,225)	(1,793)	96,498
Deferred revenue	271	27,476	521	15	28,283
Notes payable	296,118	129,925	1,654	—	427,697
Total equity Greenbrier	447,080	629,811	99,435	(729,246)	447,080
Noncontrolling interest	—	—	21,747	1,677	23,424
Total equity	447,080	629,811	121,182	(727,569)	470,504
	$748,011	$1,047,901	$329,164	$(729,343)	$1,395,733

The Greenbrier Companies, Inc.
Condensed Consolidating Balance Sheet
August 31, 2012
(In thousands)

	Parent	Combined Guarantor Subsidiaries	Combined Non-Guarantor Subsidiaries	Eliminations	Consolidated
Assets					
Cash and cash equivalents	$34,323	$294	$18,954	$—	$53,571
Restricted cash	—	2,047	4,230	—	6,277
Accounts receivable, net	(21,666)	122,917	45,467	(392)	146,326
Inventories	—	138,236	178,810	(305)	316,741
Leased railcars for syndication	—	100,590	—	(2,792)	97,798
Equipment on operating leases, net	—	365,925	—	(2,957)	362,968
Property, plant and equipment, net	3,721	106,219	72,489	—	182,429
Goodwill	—	137,066	—	—	137,066

	Parent	Combined Guarantor Subsidiaries	Combined Non-Guarantor Subsidiaries	Eliminations	Consolidated
Intangibles and other assets, net	688,261	91,278	3,620	(701,791)	81,368
	$704,639	$1,064,572	$323,570	$(708,237)	$1,384,544
Liabilities and Equity					
Revolving notes	$—	$—	$60,755	$—	$60,755
Accounts payable and accrued liabilities	(31,814)	205,477	155,844	1	329,508
Deferred income taxes	9,097	96,593	(7,684)	(2,643)	95,363
Deferred revenue	310	15,970	901	13	17,194
Notes payable	295,269	130,953	1,857	—	428,079
Total equity Greenbrier	431,777	615,579	90,761	(706,340)	431,777
Noncontrolling interest	—	—	21,136	732	21,868
Total equity	431,777	615,579	111,897	(705,608)	453,645
	$704,639	$1,064,572	$323,570	$(708,237)	$1,384,544

Condensed Consolidating Statement of Operations

The Greenbrier Companies, Inc.
Condensed Consolidating Statement of Operations
For the three months ended November 30, 2012
(In thousands, unaudited)

	Parent	Combined Guarantor Subsidiaries	Combined Non-Guarantor Subsidiaries	Eliminations	Consolidated
Revenue					
Manufacturing	$—	$133,511	$229,508	$(77,651)	$285,368
Wheels Services, Refurbishment & Parts	—	116,224	—	(4,124)	112,100
Leasing & Services	91	17,823	—	(8)	17,906
	91	267,558	229,508	(81,783)	415,374
Cost of revenue					
Manufacturing	—	124,385	215,170	(81,063)	258,492
Wheel Services, Refurbishment & Parts	—	105,659	—	(4,183)	101,476
Leasing & Services	—	7,650	—	(23)	7,627
	—	237,694	215,170	(85,269)	367,595
Margin	91	29,864	14,338	3,486	47,779
Selling and administrative	9,786	8,131	8,183	—	26,100
Gain on disposition of equipment	—	(1,044)	—	(364)	(1,408)
Earnings (loss) from operations	(9,695)	22,777	6,155	3,850	23,087
Other costs					
Interest and foreign exchange	3,616	902	1,498	(116)	5,900
Earnings (loss) before income taxes and earnings (loss) from unconsolidated affiliates	(13,311)	21,875	4,657	3,966	17,187
Income tax (expense) benefit	5,769	(8,081)	(1,423)	(851)	(4,586)
Earnings (loss) before earnings (loss) from unconsolidated affiliates	(7,542)	13,794	3,234	3,115	12,601
Earnings (loss) from unconsolidated affiliates	17,969	36	9	(18,054)	(40)
Net earnings (loss)	10,427	13,830	3,243	(14,939)	12,561

Net (earnings) loss attributable to noncontrolling interest	—	—	(535)	(1,599)	(2,134)
Net earnings (loss) attributable to Greenbrier	$10,427	$13,830	$2,708	$(16,538)	$10,427

The Greenbrier Companies, Inc.
Condensed Consolidating Statement of Operations
For the three months ended November 30, 2011
(In thousands, unaudited)

	Parent	Combined Guarantor Subsidiaries	Combined Non-Guarantor Subsidiaries	Eliminations	Consolidated
Revenue					
Manufacturing	$—	$195,308	$212,443	$(145,095)	$262,656
Wheels Services, Refurbishment & Parts	—	121,758	—	(4,009)	117,749
Leasing & Services	269	17,745	—	(220)	17,794
	269	334,811	212,443	(149,324)	398,199
Cost of revenue					
Manufacturing	—	173,650	204,747	(142,209)	236,188
Wheel Services, Refurbishment & Parts	—	110,050	—	(4,159)	105,891
Leasing & Services	—	9,681	—	(18)	9,663
	—	293,381	204,747	(146,386)	351,742
Margin	269	41,430	7,696	(2,938)	46,457
Selling and administrative	9,899	6,959	6,377	—	23,235
Gain on disposition of equipment	—	(3,657)	—	(1)	(3,658)
Earnings (loss) from operations	(9,630)	38,128	1,319	(2,937)	26,880
Other costs					
Interest and foreign exchange	4,912	728	10	(267)	5,383
Earnings (loss) before income taxes and earnings (loss) from unconsolidated affiliates	(14,542)	37,400	1,309	(2,670)	21,497
Income tax (expense) benefit	6,626	(15,018)	94	501	(7,797)
Earnings (loss) before earnings (loss) from unconsolidated affiliates	(7,916)	22,382	1,403	(2,169)	13,700
Earnings (loss) from unconsolidated affiliates	22,433	(985)	—	(21,820)	(372)
Net earnings (loss)	14,517	21,397	1,403	(23,989)	13,328
Net (earnings) loss attributable to noncontrolling interest	—	—	(231)	1,420	1,189
Net earnings (loss) attributable to Greenbrier	$14,517	$21,397	$1,172	$(22,569)	$14,517

Condensed Consolidating Statement of Cash Flows

The Greenbrier Companies, Inc.
Condensed Consolidating Statement of Cash Flows
For the three months ended November 30, 2012
(In thousands, unaudited)

	Parent	Combined Guarantor Subsidiaries	Combined Non-Guarantor Subsidiaries	Eliminations	Consolidated
Cash flows from operating activities:					
Net earnings (loss)	$10,427	$13,830	$3,243	$(14,939)	$12,561
Adjustments to reconcile net earnings (loss) to net cash provided by (used in) operating activities:					
Deferred income taxes	2,481	(1,656)	(736)	851	940
Depreciation and amortization	576	7,922	2,448	(23)	10,923
Gain on sales of leased equipment	—	(1,044)	—	(364)	(1,408)
Accretion of debt discount	849	—	—	—	849
Stock based compensation	1,886	—	—	—	1,886
Other	—	98	1	(1,804)	(1,705)
Decrease (increase) in assets:					
Accounts receivable	915	(18,193)	1,676	87	(15,515)
Inventories	—	(39,095)	(2,384)	14	(41,465)
Leased railcars for syndication	—	45,243	—	(1,742)	43,501
Other	212	(141)	3,318	(2,444)	945
Increase (decrease) in liabilities:					
Accounts payable and accrued liabilities	(27,865)	(24,450)	4,277	2	(48,036)
Deferred revenue	(39)	11,506	(430)	2	11,039
Net cash provided by (used in) operating activities	(10,558)	(5,980)	11,413	(20,360)	(25,485)
Cash flows from investing activities:					
Proceeds from sales of equipment	—	10,086	—	—	10,086
Investment in and net advances to unconsolidated affiliates	(20,413)	(85)	(160)	20,498	(160)
Intercompany advances	4	—	—	(4)	—
Decrease (increase) in restricted cash	—	57	(1,102)	—	(1,045)
Capital expenditures	(49)	(16,676)	(8,278)	(138)	(25,141)
Net cash provided by (used in) investing activities	(20,458)	(6,618)	(9,540)	20,356	(16,260)
Cash flows from financing activities:					
Net changes in revolving notes with maturities of 90 days or less	41,750	—	(13,815)	—	27,935
Proceeds from revolving notes with maturities longer than 90 days	—	—	9,195	—	9,195
Repayment of revolving notes with maturities longer than 90 days	—	—	(8,941)	—	(8,941)
Intercompany advances	(11,688)	12,944	(1,260)	4	—
Repayments of notes payable	—	(1,028)	(202)	—	(1,230)
Investment by joint venture partner	—	—	1,182	—	1,182
Excess tax benefit from restricted stock awards	217	—	—	—	217
Net cash provided by (used in) financing activities	30,279	11,916	(13,841)	4	28,358
Effect of exchange rate changes	—	402	698	—	1,100
Decrease in cash and cash equivalents	(737)	(280)	(11,270)	—	(12,287)
Cash and cash equivalents					
Beginning of period	34,323	294	18,954	—	53,571
End of period	$33,586	$14	$7,684	$—	$41,284

Condensed Consolidating Statement of Cash Flows
For the three months ended November 30, 2011

	Parent	Combined Guarantor Subsidiaries	Combined Non-Guarantor Subsidiaries	Eliminations	Consolidated
Cash flows from operating activities:					
Net earnings (loss)	$14,517	$21,397	$ 1,403	$(23,989)	$ 13,328
Adjustments to reconcile net earnings (loss) to net cash provided by (used in) operating activities:					
Deferred income taxes	4,416	(737)	488	(502)	3,665
Depreciation and amortization	699	7,404	1,803	(17)	9,889
Gain on sales of leased equipment	—	(3,657)	—	(1)	(3,658)
Accretion of debt discount	787	—	—	—	787
Stock based compensation expense	1,742	—	—	—	1,742
Other	—	603	1	1,420	2,024
Decrease (increase) in assets					
Accounts receivable	13,596	(18,628)	38,699	20	33,687
Inventories	—	14,918	(48,856)	(150)	(34,088)
Leased railcars for syndication	—	(38,759)	—	1,420	(37,339)
Other	853	1,049	(1,046)	—	856
Increase (decrease) in liabilities					
Accounts payable and accrued liabilities	(24,758)	27,610	(2,571)	(21)	260
Deferred revenue	(39)	(145)	39	—	(145)
Net cash provided by (used in) operating activities	11,813	11,055	(10,040)	(21,820)	(8,992)
Cash flows from investing activities:					
Proceeds from sales of equipment	—	5,741	—	—	5,741
Investment in and net advances to unconsolidated affiliates	(22,433)	683	—	21,820	70
Intercompany advances	(2,632)	—	—	2,632	—
Increase in restricted cash	—	(38)	—	—	(38)
Capital expenditures	(311)	(12,625)	(2,071)	—	(15,007)
Other	—	10	—	—	10
Net cash provided by (used in) investing activities	(25,376)	(6,229)	(2,071)	24,452	(9,224)
Cash flows from financing activities:					
Net change in revolving notes with maturities of 90 days or less	(8,000)	—	(1,150)	—	(9,150)
Proceeds from revolving notes with maturities longer than 90 days	—	—	7,557	—	7,557
Repayments of revolving notes with maturities longer than 90 days	—	—	(5,606)		(5,606)
Intercompany advances	1,713	(4,006)	4,925	(2,632)	—

Proceeds from notes payable	—	—	2,500	—	2,500
Repayments of notes payable	—	(1,041)	(202)	—	(1,243)
Other	—	—	—	—	—
Net cash provided by (used in) financing activities	(6,287)	(5,047)	8,024	(2,632)	(5,942)
Effect of exchange rate changes	—	(76)	(5,133)	—	(5,209)
Decrease in cash and cash equivalents	(19,850)	(297)	(9,220)	—	(29,367)
Cash and cash equivalents					
Beginning of period	33,368	529	16,325	—	50,222
End of period	$13,518	$232	$ 7,105	$—	$20,855

Condensed Consolidating Statement of Cash Flows (Detail) (USD $) In Thousands, unless otherwise specified	3 Months Ended	
	Nov. 30, 2012	Nov. 30, 2011
Cash flows from operating activities:		
Net earnings (loss)	$ 12,561	$ 13,328
Adjustments to reconcile net earnings (loss) to net cash provided by (used in) operating activities:		
Deferred income taxes	940	3,665
Depreciation and amortization	10,923	9,889
Gain on sales of leased equipment	(1,408)	(3,658)
Accretion of debt discount	849	787
Stock based compensation	1,886	1,742
Other	(1,705)	2,024
Decrease (increase) in assets		
Accounts receivable	(15,515)	33,687
Inventories	(41,465)	(34,088)
Leased railcars for syndication	43,501	(37,339)
Other	945	856
Increase (decrease) in liabilities		
Accounts payable and accrued liabilities	(48,036)	260
Deferred revenue	11,039	(145)
Net cash provided by (used in) operating activities	(25,485)	(8,992)
Cash flows from investing activities:		
Proceeds from sales of equipment	10,086	5,741
Investment in and net advances to unconsolidated affiliates	(160)	70
Decrease (increase) in restricted cash	(1,045)	(38)
Capital expenditures	(25,141)	(15,007)
Other		10
Net cash provided by (used in) investing activities	(16,260)	(9,224)
Cash flows from financing activities:		
Net change in revolving notes with maturities of 90 days or less	27,935	(9,150)
Proceeds from revolving notes with maturities longer than 90 days	9,195	7,557
Repayment of revolving notes with maturities longer than 90 days	(8,941)	(5,606)
Proceeds from notes payable		2,500
Repayments of notes payable	(1,230)	(1,243)
Other		
Investment by joint venture partner	1,182	
Excess tax benefit from restricted stock awards	217	
Net cash provided by (used in) financing activities	28,358	(5,942)
Effect of exchange rate changes	1,100	(5,209)
Decrease in cash and cash equivalents	(12,287)	(29,367)
Beginning of period	53,571	50,222

End of period	41,284	20,855
Parent		
Cash flows from operating activities:		
Net earnings (loss)	10,427	14,517
Adjustments to reconcile net earnings (loss) to net cash provided by (used in) operating activities:		
Deferred income taxes	2,481	4,416
Depreciation and amortization	576	699
Accretion of debt discount	849	787
Stock based compensation	1,886	1,742
Decrease (increase) in assets		
Accounts receivable	915	13,596
Other	212	853
Increase (decrease) in liabilities		
Accounts payable and accrued liabilities	(27,865)	(24,758)
Deferred revenue	(39)	(39)
Net cash provided by (used in) operating activities	(10,558)	11,813
Cash flows from investing activities:		
Investment in and net advances to unconsolidated affiliates	(20,413)	(22,433)
Intercompany advances	4	(2,632)
Capital expenditures	(49)	(311)
Net cash provided by (used in) investing activities	(20,458)	(25,376)
Cash flows from financing activities:		
Net change in revolving notes with maturities of 90 days or less	41,750	(8,000)
Intercompany advances	(11,688)	1,713
Other		
Excess tax benefit from restricted stock awards	217	
Net cash provided by (used in) financing activities	30,279	(6,287)
Decrease in cash and cash equivalents	(737)	(19,850)
Beginning of period	34,323	33,368
End of period	33,586	13,518
Combined Guarantor Subsidiaries		
Cash flows from operating activities:		
Net earnings (loss)	13,830	21,397
Adjustments to reconcile net earnings (loss) to net cash provided by (used in) operating activities:		
Deferred income taxes	(1,656)	(737)
Depreciation and amortization	7,922	7,404
Gain on sales of leased equipment	(1,044)	(3,657)
Other	98	603
Decrease (increase) in assets		
Accounts receivable	(18,193)	(18,628)
Inventories	(39,095)	14,918
Leased railcars for syndication	45,243	(38,759)

Other	(141)	1,049
Increase (decrease) in liabilities		
Accounts payable and accrued liabilities	(24,450)	27,610
Deferred revenue	11,506	(145)
Net cash provided by (used in) operating activities	(5,980)	11,055
Cash flows from investing activities:		
Proceeds from sales of equipment	10,086	5,741
Investment in and net advances to unconsolidated affiliates	(85)	683
Decrease (increase) in restricted cash	57	(38)
Capital expenditures	(16,676)	(12,625)
Other		10
Net cash provided by (used in) investing activities	(6,618)	(6,229)
Cash flows from financing activities:		
Intercompany advances	12,944	(4,006)
Repayments of notes payable	(1,028)	(1,041)
Other		
Net cash provided by (used in) financing activities	11,916	(5,047)
Effect of exchange rate changes	402	(76)
Decrease in cash and cash equivalents	(280)	(297)
Beginning of period	294	529
End of period	14	232
Combined Non-Guarantor Subsidiaries		
Cash flows from operating activities:		
Net earnings (loss)	3,243	1,403
Adjustments to reconcile net earnings (loss) to net cash provided by (used in) operating activities:		
Deferred income taxes	(736)	488
Depreciation and amortization	2,448	1,803
Other	1	1
Decrease (increase) in assets		
Accounts receivable	1,676	38,699
Inventories	(2,384)	(48,856)
Other	3,318	(1,046)
Increase (decrease) in liabilities		
Accounts payable and accrued liabilities	4,277	(2,571)
Deferred revenue	(430)	39
Net cash provided by (used in) operating activities	11,413	(10,040)
Cash flows from investing activities:		
Investment in and net advances to unconsolidated affiliates	(160)	
Decrease (increase) in restricted cash	(1,102)	
Capital expenditures	(8,278)	(2,071)
Net cash provided by (used in) investing activities	(9,540)	(2,071)
Cash flows from financing activities:		
Net change in revolving notes with maturities of 90 days or less	(13,815)	(1,150)

Proceeds from revolving notes with maturities longer than 90 days	9,195	7,557
Repayment of revolving notes with maturities longer than 90 days	(8,941)	(5,606)
Intercompany advances	(1,260)	4,925
Proceeds from notes payable		2,500
Repayments of notes payable	(202)	(202)
Other		
Investment by joint venture partner	1,182	
Net cash provided by (used in) financing activities	(13,841)	8,024
Effect of exchange rate changes	698	(5,133)
Decrease in cash and cash equivalents	(11,270)	(9,220)
Beginning of period	18,954	16,325
End of period	7,684	7,105
Eliminations		
Cash flows from operating activities:		
Net earnings (loss)	(14,939)	(23,989)
Adjustments to reconcile net earnings (loss) to net cash provided by (used in) operating activities:		
Deferred income taxes	851	(502)
Depreciation and amortization	(23)	(17)
Gain on sales of leased equipment	(364)	(1)
Other	(1,804)	1,420
Decrease (increase) in assets		
Accounts receivable	87	20
Inventories	14	(150)
Leased railcars for syndication	(1,742)	1,420
Other	(2,444)	
Increase (decrease) in liabilities		
Accounts payable and accrued liabilities	2	(21)
Deferred revenue	2	
Net cash provided by (used in) operating activities	(20,360)	(21,820)
Cash flows from investing activities:		
Investment in and net advances to unconsolidated affiliates	20,498	21,820
Intercompany advances	(4)	2,632
Capital expenditures	(138)	
Net cash provided by (used in) investing activities	20,356	24,452
Cash flows from financing activities:		
Intercompany advances	4	(2,632)
Other		
Net cash provided by (used in) financing activities	$ 4	$ (2,632)

Intangibles and Other Assets, net (Tables)	**3 Months Ended Nov. 30, 2012**
Identifiable Intangible and Other Assets	The following table summarizes the Company's identifiable intangible and other assets balance:

(In thousands)	November 30, 2012	August 31, 2012
Intangible assets subject to amortization:		
Customer relationships	$ 66,825	$66,825
Accumulated amortization	(24,153)	(22,995)
Other intangibles	5,003	4,906
Accumulated amortization	(3,933)	(3,779)
	43,742	44,957
Intangible assets not subject to amortization	912	912
Prepaid and other assets	10,140	10,272
Debt issuance costs, net	9,562	10,194
Nonqualified savings plan investments	6,771	6,667
Investment in unconsolidated affiliates	8,373	8,301
Investment in direct finance leases	—	65
Total intangible and other assets	$ 79,500	$81,368

Segments' Internal Financial Reports (Detail) (USD $) In Thousands, unless otherwise specified	3 Months Ended	
	Nov. 30, 2012	Nov. 30, 2011
Segment Reporting Information [Line Items]		
Revenues	$ 415,374	$ 398,199
Margin	47,779	46,457
Selling and administrative	26,100	23,235
Gain on disposition of equipment	(1,408)	(3,658)
Interest and foreign exchange	5,900	5,383
Earnings before income taxes and loss from unconsolidated affiliates	17,187	21,497
Manufacturing		
Segment Reporting Information [Line Items]		
Revenues	270,294	304,839
Margin	26,876	26,468
Wheel Services, Refurbishment and Parts		
Segment Reporting Information [Line Items]		
Revenues	117,486	122,618
Margin	10,624	11,858
Leasing and Services		
Segment Reporting Information [Line Items]		
Revenues	22,298	20,593
Margin	10,279	8,131
Intersegment Elimination		
Segment Reporting Information [Line Items]		
Revenues	$ 5,296	$ (49,851)

Reconciliation of Basic and Diluted Earnings Per Common Share (Parenthetical) (Detail) (2026 Senior Notes, USD $)	Nov. 30, 2012	Nov. 30, 2011
2026 Senior Notes		
Earnings Per Share Disclosure [Line Items]		
Convertible notes initial conversion rate, per share	$ 48.05	$ 48.05

Revolving Notes - Additional Information (Detail) (USD $) In Millions, unless otherwise specified	3 Months Ended Nov. 30, 2012
Line of Credit Facility [Line Items]	
Letter of credit facility outstanding amount	$ 5.6
North American Revolving Credit Facility	
Line of Credit Facility [Line Items]	
Line of credit facility outstanding amount	41.8
European Credit Facilities	
Line of Credit Facility [Line Items]	
Line of credit facility outstanding amount	2.8
Mexican Joint Venture Credit Facility	
Line of Credit Facility [Line Items]	
Line of credit facility outstanding amount	45.2
Senior Secured Credit Facility Revolving Line Of Credit	
Line of Credit Facility [Line Items]	
Number of senior secured credit facilities	3
Line of credit facility maximum capacity	356.1
Senior Secured Credit Facility Revolving Line Of Credit | North American Revolving Credit Facility	
Line of Credit Facility [Line Items]	
Line of credit facility maximum capacity	290.0
Line of credit maturity date	2016-06
LIBOR plus rate	2.50%
Prime plus rate	1.50%
Senior Secured Credit Facility Revolving Line Of Credit | European Credit Facilities	
Line of Credit Facility [Line Items]	
Line of credit facility maximum capacity	20.9
Senior Secured Credit Facility Revolving Line Of Credit | European Credit Facilities | Minimum	
Line of Credit Facility [Line Items]	
Line of credit maturity date	2013-05
Variable rate above WIBOR rate	1.30%
Senior Secured Credit Facility Revolving Line Of Credit | European Credit Facilities | Maximum	
Line of Credit Facility [Line Items]	
Line of credit maturity date	2013-12
Variable rate above WIBOR rate	1.70%
Senior Secured Credit Facility Revolving Line Of Credit | Mexican Joint Venture Credit Facility	
Line of Credit Facility [Line Items]	
Line of credit facility maximum capacity	45.2
Number of lines of credits	2
Senior Secured Credit Facility Revolving Line Of Credit | Mexican Joint Venture Credit Facility | First Line of Credit	
Line of Credit Facility [Line Items]	

Line of credit facility maximum capacity	20.0
Line of credit facility available capacity	15.2
Interest on borrowings above LIBOR rate	2.50%
Senior Secured Credit Facility Revolving Line Of Credit | Mexican Joint Venture Credit Facility | Second Line of Credit	
Line of Credit Facility [Line Items]	
Line of credit facility maximum capacity	$ 30.0
Line of credit maturity date	2015-02
Interest on borrowings above LIBOR rate	2.00%
Senior Secured Credit Facility Revolving Line Of Credit | Mexican Joint Venture Credit Facility | Minimum | First Line of Credit	
Line of Credit Facility [Line Items]	
Line of credit maturity date	2013-12

Assets and Liabilities Measured at Fair Value on Recurring Basis (Detail) (USD $) In Thousands, unless otherwise specified	Nov. 30, 2012		Aug. 31, 2012
Assets:			
Nonqualified savings plan investments	$ 6,771		$ 6,667
Fair Value, Measurements, Recurring			
Assets:			
Derivative financial instruments	4,082		2,844
Nonqualified savings plan investments	6,771		6,667
Cash equivalents	1,002		1,002
Assets, Fair Value Disclosure, Total	11,855		10,513
Liabilities:			
Derivative financial instruments	2,470		3,145
Fair Value, Inputs, Level 1 | Fair Value, Measurements, Recurring			
Assets:			
Nonqualified savings plan investments	6,771		6,667
Cash equivalents	1,002		1,002
Assets, Fair Value Disclosure, Total	7,773		7,669
Fair Value, Inputs, Level 2 | Fair Value, Measurements, Recurring			
Assets:			
Derivative financial instruments	4,082	[1]	2,844
Assets, Fair Value Disclosure, Total	4,082	[1]	2,844
Liabilities:			
Derivative financial instruments	2,470	[1]	3,145
Fair Value, Inputs, Level 3 | Fair Value, Measurements, Recurring			
Assets:			
Derivative financial instruments			
Nonqualified savings plan investments			
Cash equivalents			
Assets, Fair Value Disclosure, Total			
Liabilities:			
Derivative financial instruments			

[1] Level 2 assets and liabilities include derivative financial instruments which are valued based on significant observable inputs. See note 10 Derivative Instruments for further discussion.

Fair Values of Derivative Instruments (Detail) (USD $) In Thousands, unless otherwise specified	Nov. 30, 2012	Aug. 31, 2012
Designated as Hedging Instrument		
Derivatives, Fair Value [Line Items]		
Asset Derivatives	$ 3,552	$ 2,703
Designated as Hedging Instrument | Accounts Payable and Accrued Liabilities		
Derivatives, Fair Value [Line Items]		
Liability Derivatives	2,470	3,043
Designated as Hedging Instrument | Foreign Currency Forward Exchange Contracts | Accounts Payable and Accrued Liabilities		
Derivatives, Fair Value [Line Items]		
Liability Derivatives		182
Designated as Hedging Instrument | Foreign Currency Forward Exchange Contracts | Accounts Receivable		
Derivatives, Fair Value [Line Items]		
Asset Derivatives	3,552	2,703
Designated as Hedging Instrument | Interest Rate Swap | Accounts Payable and Accrued Liabilities		
Derivatives, Fair Value [Line Items]		
Liability Derivatives	2,470	2,861
Not Designated as Hedging Instrument | Foreign Currency Forward Exchange Contracts | Accounts Payable and Accrued Liabilities		
Derivatives, Fair Value [Line Items]		
Liability Derivatives		102
Not Designated as Hedging Instrument | Foreign Currency Forward Exchange Contracts | Accounts Receivable		
Derivatives, Fair Value [Line Items]		
Asset Derivatives	$ 530	$ 141

Interim Financial Statements

Interim Financial Statements

	3 Months Ended Nov. 30, 2012

Note 1 – Interim Financial Statements

The Condensed Consolidated Financial Statements of The Greenbrier Companies, Inc. and Subsidiaries (Greenbrier or the Company) as of November 30, 2012 and for the three months ended November 30, 2012 and 2011 have been prepared without audit and reflect all adjustments (consisting of normal recurring accruals) which, in the opinion of management, are necessary for a fair presentation of the financial position and operating results and cash flows for the periods indicated. The results of operations for the three months ended November 30, 2012 are not necessarily indicative of the results to be expected for the entire year ending August 31, 2013.

Certain notes and other information have been condensed or omitted from the interim financial statements presented in this Quarterly Report on Form 10-Q. Therefore, these financial statements should be read in conjunction with the Consolidated Financial Statements contained in the Company's 2012 Annual Report on Form 10-K.

Management Estimates – The preparation of financial statements in conformity with accounting principles generally accepted in the United States requires judgment on the part of management to arrive at estimates and assumptions on matters that are inherently uncertain. These estimates may affect the amount of assets, liabilities, revenue and expenses reported in the financial statements and accompanying notes and disclosure of contingent assets and liabilities within the financial statements. Estimates and assumptions are periodically evaluated and may be adjusted in future periods. Actual results could differ from those estimates.

Initial Adoption of Accounting Policies – In the first quarter of 2013, the Company adopted an accounting standard update that increased the prominence of items reported in other comprehensive income. The standard eliminated the option of presenting other comprehensive income as part of the statement of equity and instead requires the Company to present other comprehensive income as either a single statement of comprehensive income combined with net income or as two separate but continuous statements. The adoption of this accounting standard update did impact the presentation of other comprehensive income, as the Company has elected to present two separate but consecutive statements, but did not have an impact on the Company's financial position or results of operations.

In the first quarter of 2013, the Company adopted an accounting standard update regarding how entities test goodwill for impairment. This accounting standard update is intended to reduce the cost and complexity of the annual goodwill impairment test by providing entities an option to perform a qualitative assessment to determine whether further impairment testing is necessary. This update impacts testing steps only and therefore the adoption did not have an effect on the Company's Consolidated Financial Statements.

Prospective Accounting Changes – In July 2012, an accounting standard update was issued regarding the testing of indefinite-lived intangible assets for impairment. This update is intended to reduce the cost and complexity of testing indefinite-lived intangible assets for impairment by providing entities with an option to perform a qualitative assessment to determine whether further impairment testing is necessary. This update will be effective for the Company as of September 1, 2013. However, early adoption is permitted if an entity's financial statements for the most recent annual or interim period have not yet been issued. This update impacts testing steps only, and therefore adoption will not have an effect on the Company's Consolidated Financial Statements.

Earnings Per Share - Additional Information (Detail) (2026 Senior Notes, USD $)	Nov. 30, 2012	Nov. 30, 2011
2026 Senior Notes		
Computation Of Earnings Per Share Line Items		
Convertible notes initial conversion rate, per share	$ 48.05	$ 48.05

Earnings Per Share (Tables)

3 Months Ended Nov. 30, 2012

Reconciliation of Shares Used in Computation of Basic and Diluted Earnings Per Common Share

The shares used in the computation of the Company's basic and diluted earnings per common share are reconciled as follows:

(In thousands)	Three Months Ended November 30, 2012	Three Months Ended November 30, 2011
Weighted average basic common shares outstanding *(1)*	27,144	25,463
Dilutive effect of warrants	802	1,881
Dilutive effect of convertible notes *(2)*	6,045	6,045
Weighted average diluted common shares outstanding	33,991	33,389

(1) Restricted stock grants are treated as outstanding when issued and are included in weighted average basic common shares outstanding when the Company is in a net earnings position.

(2) The dilutive effect of the 2018 Convertible notes are included as they were considered dilutive under the "if converted" method as further discussed below. The dilutive effect of the 2026 Convertible notes was excluded from the share calculations as the stock price for each period presented was less than the initial conversion price of $48.05 and therefore considered anti-dilutive.

Approach to Calculate Diluted Earning Per Share

	Three Months Ended November 30, 2012	Three Months Ended November 30, 2011
Net earnings attributable to Greenbrier	$10,427	$14,517
Add back:		
Interest and debt issuance costs on the 2018 Convertible notes, net of tax	1,430	1,376
Earnings before interest and debt issuance costs on convertible notes	$11,857	$15,893
Weighted average diluted common shares outstanding	33,991	33,389
Diluted earnings per share (1)	$0.35	$0.48

(1) Diluted earnings per share was calculated as follows:

$$\frac{\text{Earnings before interest and debt issuance costs on convertible notes}}{\text{Weighted average diluted common shares outstanding}}$$

Accumulated Other Comprehensive Loss (Tables)	**3 Months Ended**
	Nov. 30, 2012
Components of Accumulated Other Comprehensive Income (Loss), Net of Tax	Accumulated other comprehensive income (loss), net of tax effect as appropriate, consisted of the following:

(In thousands)	Unrealized Income (Loss) on Derivative Financial Instruments	Pension Adjustment	Foreign Currency Translation Adjustment	Accumulated Other Comprehensive Income (Loss)
Balance, August 31, 2012	$ (93)	$ (325)	$ (5,951)	$ (6,369)
First quarter activity	683	—	2,090	2,773
Balance, November 30, 2012	$ 590	$ (325)	$ (3,861)	$ (3,596)

Condensed Consolidating Statement of Operations (Detail) (USD $) In Thousands, unless otherwise specified	3 Months Ended	
	Nov. 30, 2012	Nov. 30, 2011
Revenue		
Manufacturing	$ 285,368	$ 262,656
Wheels Services, Refurbishment & Parts	112,100	117,749
Leasing & Services	17,906	17,794
Revenues	415,374	398,199
Cost of revenue		
Manufacturing	258,492	236,188
Wheel Services, Refurbishment & Parts	101,476	105,891
Leasing & Services	7,627	9,663
Cost of revenue	367,595	351,742
Margin	47,779	46,457
Selling and administrative	26,100	23,235
Gain on disposition of equipment	(1,408)	(3,658)
Earnings (loss) from operations	23,087	26,880
Other costs		
Interest and foreign exchange	5,900	5,383
Earnings (loss) before income taxes and earnings (loss) from unconsolidated affiliates	17,187	21,497
Income tax (expense) benefit	(4,586)	(7,797)
Earnings (loss) before earnings (loss) from unconsolidated affiliates	12,601	13,700
Earnings (loss) from unconsolidated affiliates	(40)	(372)
Net earnings (loss)	12,561	13,328
Net (earnings) loss attributable to noncontrolling interest	(2,134)	1,189
Net earnings (loss) attributable to Greenbrier	10,427	14,517
Parent		
Revenue		
Leasing & Services	91	269
Revenues	91	269
Cost of revenue		
Margin	91	269
Selling and administrative	9,786	9,899
Earnings (loss) from operations	(9,695)	(9,630)
Other costs		
Interest and foreign exchange	3,616	4,912
Earnings (loss) before income taxes and earnings (loss) from unconsolidated affiliates	(13,311)	(14,542)
Income tax (expense) benefit	5,769	6,626
Earnings (loss) before earnings (loss) from unconsolidated affiliates	(7,542)	(7,916)
Earnings (loss) from unconsolidated affiliates	17,969	22,433

Net earnings (loss)	10,427	14,517
Net earnings (loss) attributable to Greenbrier	10,427	14,517
Combined Guarantor Subsidiaries		
Revenue		
Manufacturing	133,511	195,308
Wheels Services, Refurbishment & Parts	116,224	121,758
Leasing & Services	17,823	17,745
Revenues	267,558	334,811
Cost of revenue		
Manufacturing	124,385	173,650
Wheel Services, Refurbishment & Parts	105,659	110,050
Leasing & Services	7,650	9,681
Cost of revenue	237,694	293,381
Margin	29,864	41,430
Selling and administrative	8,131	6,959
Gain on disposition of equipment	(1,044)	(3,657)
Earnings (loss) from operations	22,777	38,128
Other costs		
Interest and foreign exchange	902	728
Earnings (loss) before income taxes and earnings (loss) from unconsolidated affiliates	21,875	37,400
Income tax (expense) benefit	(8,081)	(15,018)
Earnings (loss) before earnings (loss) from unconsolidated affiliates	13,794	22,382
Earnings (loss) from unconsolidated affiliates	36	(985)
Net earnings (loss)	13,830	21,397
Net earnings (loss) attributable to Greenbrier	13,830	21,397
Combined Non-Guarantor Subsidiaries		
Revenue		
Manufacturing	229,508	212,443
Revenues	229,508	212,443
Cost of revenue		
Manufacturing	215,170	204,747
Cost of revenue	215,170	204,747
Margin	14,338	7,696
Selling and administrative	8,183	6,377
Earnings (loss) from operations	6,155	1,319
Other costs		
Interest and foreign exchange	1,498	10
Earnings (loss) before income taxes and earnings (loss) from unconsolidated affiliates	4,657	1,309
Income tax (expense) benefit	(1,423)	94
Earnings (loss) before earnings (loss) from unconsolidated affiliates	3,234	1,403
Earnings (loss) from unconsolidated affiliates	9	
Net earnings (loss)	3,243	1,403

Net (earnings) loss attributable to noncontrolling interest	(535)	(231)
Net earnings (loss) attributable to Greenbrier	2,708	1,172
Eliminations		
Revenue		
Manufacturing	(77,651)	(145,095)
Wheels Services, Refurbishment & Parts	(4,124)	(4,009)
Leasing & Services	(8)	(220)
Revenues	(81,783)	(149,324)
Cost of revenue		
Manufacturing	(81,063)	(142,209)
Wheel Services, Refurbishment & Parts	(4,183)	(4,159)
Leasing & Services	(23)	(18)
Cost of revenue	(85,269)	(146,386)
Margin	3,486	(2,938)
Gain on disposition of equipment	(364)	(1)
Earnings (loss) from operations	3,850	(2,937)
Other costs		
Interest and foreign exchange	(116)	(267)
Earnings (loss) before income taxes and earnings (loss) from unconsolidated affiliates	3,966	(2,670)
Income tax (expense) benefit	(851)	501
Earnings (loss) before earnings (loss) from unconsolidated affiliates	3,115	(2,169)
Earnings (loss) from unconsolidated affiliates	(18,054)	(21,820)
Net earnings (loss)	(14,939)	(23,989)
Net (earnings) loss attributable to noncontrolling interest	(1,599)	1,420
Net earnings (loss) attributable to Greenbrier	$ (16,538)	$ (22,569)

Approach to Calculate Diluted Earning Per Share (Detail) (USD $) In Thousands, except Per Share data, unless otherwise specified	3 Months Ended	
	Nov. 30, 2012	Nov. 30, 2011
Earnings Per Share, Diluted, by Common Class, Including Two Class Method [Line Items]		
Net earnings attributable to Greenbrier	$ 10,427	$ 14,517
Earnings before interest and debt issuance costs on convertible notes	$ 11,857,000	$ 15,893,000
Weighted average diluted common shares outstanding	33,991	33,389
Diluted earnings per share	$ 0.35 [1]	$ 0.48 [1]
2026 Senior Notes		
Earnings Per Share, Diluted, by Common Class, Including Two Class Method [Line Items]		
Interest and debt issuance costs on the 2018 Convertible notes, net of tax	$ 1,430	$ 1,376

[1] Diluted earnings per share was calculated as follows: Earnings before interest and debt issuance costs on convertible notes Weighted average diluted common shares outstanding

Derivative Instruments (Tables)

	3 Months Ended Nov. 30, 2012

Fair Values of Derivative Instruments

Fair Values of Derivative Instruments

(In thousands)	Asset Derivatives Balance sheet location	November 30, 2012 Fair Value	August 31, 2012 Fair Value	Liability Derivatives Balance sheet location	November 30, 2012 Fair Value	August 31, 2012 Fair Value
Derivatives designated as hedging instruments						
Foreign forward exchange contracts	Accounts receivable	$3,552	$2,703	Accounts payable and accrued liabilities	$—	$182
Interest rate swap contracts	Other assets	—	—	Accounts payable and accrued liabilities	2,470	2,861
		$3,552	$2,703		$2,470	$3,043
Derivatives not designated as hedging instruments						
Foreign forward exchange contracts	Accounts receivable	$530	$141	Accounts payable and accrued liabilities	$—	$102

Effect of Derivative Instruments on Statement of Operations

The Effect of Derivative Instruments on the Statement of Operations

Derivatives in cash flow hedging relationships	Location of gain (loss) recognized in income on derivative	Gain (loss) recognized in income on derivative Three months ended November 30, 2012	2011
Foreign forward exchange contract	Interest and foreign exchange	$155	$(626)

Derivatives in cash flow hedging relationships	Gain (loss) recognized in OCI on derivatives	Location of gain (loss) reclassified	Gain (loss) reclassified from accumulated	Location of gain in income	Gain recognized on derivative

	(effective portion) Three months ended November 30,		from accumulated OCI into income	OCI into income (effective portion) Three months ended November 30,		on derivative (ineffective portion and amount excluded from effectiveness testing)	(ineffective portion and amount excluded from effectiveness testing) Three months ended November 30,	
	2012	2011		2012	2011		2012	2011
Foreign forward exchange contracts	$1,509	$(6,536)	Revenue	$1,080	$(1,084)	Interest and foreign exchange	$896	$—
Interest rate swap contracts	(28)	(997)	Interest and foreign exchange	(420)	(441)	Interest and foreign exchange	—	—
	$1,481	$(7,533)		$660	$(1,525)		$896	$—

Segment Information (Tables)

3 Months Ended Nov. 30, 2012

Segments' Internal Financial Reports

The information in the following table is derived directly from the segments' internal financial reports used for corporate management purposes.

(In thousands)	Three Months Ended November 30, 2012	Three Months Ended November 30, 2011
Revenue:		
Manufacturing	$270,294	$304,839
Wheel Services, Refurbishment & Parts	117,486	122,618
Leasing & Services	22,298	20,593
Intersegment eliminations	5,296	(49,851)
	$415,374	$398,199
Margin:		
Manufacturing	$26,876	$26,468
Wheel Services, Refurbishment & Parts	10,624	11,858
Leasing & Services	10,279	8,131
Segment margin total	47,779	46,457
Less unallocated items:		
Selling and administrative	26,100	23,235
Gain on disposition of equipment	(1,408)	(3,658)
Interest and foreign exchange	5,900	5,383
Earnings before income taxes and loss from unconsolidated affiliates	$17,187	$21,497

Consolidated Statements of Cash Flows (USD $) In Thousands, unless otherwise specified	3 Months Ended	
	Nov. 30, 2012	Nov. 30, 2011
Cash flows from operating activities:		
Net earnings	$ 12,561	$ 13,328
Adjustments to reconcile net earnings to net cash used in operating activities:		
Deferred income taxes	940	3,665
Depreciation and amortization	10,923	9,889
Gain on sales of leased equipment	(1,408)	(3,658)
Accretion of debt discount	849	787
Stock based compensation expense	1,886	1,742
Other	(1,705)	2,024
Decrease (increase) in assets:		
Accounts receivable	(15,515)	33,687
Inventories	(41,465)	(34,088)
Leased railcars for syndication	43,501	(37,339)
Other	945	856
Increase (decrease) in liabilities:		
Accounts payable and accrued liabilities	(48,036)	260
Deferred revenue	11,039	(145)
Net cash used in operating activities	(25,485)	(8,992)
Cash flows from investing activities:		
Proceeds from sales of equipment	10,086	5,741
Investment in and net advances from unconsolidated affiliates	(160)	70
Increase in restricted cash	(1,045)	(38)
Capital expenditures	(25,141)	(15,007)
Other		10
Net cash used in investing activities	(16,260)	(9,224)
Cash flows from financing activities:		
Net change in revolving notes with maturities of 90 days or less	27,935	(9,150)
Proceeds from revolving notes with maturities longer than 90 days	9,195	7,557
Repayments of revolving notes with maturities longer than 90 days	(8,941)	(5,606)
Proceeds from the issuance of notes payable		2,500
Repayments of notes payable	(1,230)	(1,243)
Investment by joint venture partner	1,182	
Excess tax benefit from restricted stock awards	217	
Net cash provided by (used in) financing activities	28,358	(5,942)
Effect of exchange rate changes	1,100	(5,209)
Decrease in cash and cash equivalents	(12,287)	(29,367)
Cash and cash equivalents		
Beginning of period	53,571	50,222
End of period	41,284	20,855
Cash paid during the period for:		

Interest	9,362	6,476
Income taxes, net	$ 6,845	$ (2,613)

Fair Value Measures (Tables)	3 Months Ended Nov. 30, 2012

November 2012

Assets and Liabilities Measured at Fair Value on Recurring Basis

Assets and liabilities measured at fair value on a recurring basis as of November 30, 2012 are:

(In thousands)	Total	Level 1	Level 2 [(1)]	Level 3
Assets:				
Derivative financial instruments	$4,082	$—	$4,082	$—
Nonqualified savings plan investments	6,771	6,771	—	—
Cash equivalents	1,002	1,002	—	—
	$11,855	$7,773	$4,082	$—
Liabilities:				
Derivative financial instruments	$2,470	$—	$2,470	$—

(1) Level 2 assets and liabilities include derivative financial instruments which are valued based on significant observable inputs. See note 10 Derivative Instruments for further discussion.

August 2012

Assets and Liabilities Measured at Fair Value on Recurring Basis

Assets and liabilities measured at fair value on a recurring basis as of August 31, 2012 are:

(In thousands)	Total	Level 1	Level 2	Level 3
Assets:				
Derivative financial instruments	$2,844	$—	$2,844	$—
Nonqualified savings plan investments	6,667	6,667	—	—
Cash equivalents	1,002	1,002	—	—
	$10,513	$7,669	$2,844	$—
Liabilities:				
Derivative financial instruments	$3,145	$—	$3,145	$—

Components of Accumulated Other Comprehensive Income (Loss), Net of Tax (Detail) (USD $) In Thousands, unless otherwise specified		3 Months Ended			3 Months Ended
	Nov. 30, 2012	Nov. 30, 2012 Accumulated Net Unrealized Investment Gain (Loss)	Nov. 30, 2012 Pension Adjustment	Aug. 31, 2012 Pension Adjustment	Nov. 30, 2012 Foreign Currency Translation Adjustment
Accumulated Other Comprehensive Income (Loss) [Line Items]					
Beginning balance	$ (6,369)	$ (93)	$ (325)	$ (325)	$ (5,951)
First quarter activity	2,818	683			2,090
Ending balance	$ (3,596)	$ 590	$ (325)	$ (325)	$ (3,861)

Variable Interest Entities - Additional Information (Detail) (USD $) In Millions, unless otherwise specified	1 Months Ended	3 Months Ended						
	Mar. 31, 2012	Nov. 30, 2012 Vehicle	May 31, 2012 Vehicle	Nov. 30, 2012 Maximum	Nov. 30, 2013 Future Period Vehicle	Nov. 30, 2012 Additional Investigation Year Vehicle	Nov. 30, 2012 Intangible and Other Assets	Mar. 31, 2012 Property Subject to Operating Lease Vehicle
Variable Interest Entity [Line Items]								
Ownership interest in VIE	1.00%							
Third party ownership interest	99.00%							
Number of railcars sold		943	743		420	200		1,363
Operating leases	$ 115.4							
Target rate of return		8.0						
Agreement expiration time		2033-03						
Value of railcars		77.0	61.1			15.9		
Maximum potential obligation				5.3				
Description of deferred revenue		This $5.3 million, which is held in restricted cash, was recorded as a reduction in revenue on the sale of 800 new railcars and a reduction in gain on sale on the sale of the 143 used railcars with a						

	credit to deferred revenue.	
Carrying amounts		$ 0.8

Consolidated Balance Sheets (USD $) In Thousands, unless otherwise specified	Nov. 30, 2012	Aug. 31, 2012
Assets		
Cash and cash equivalents	$ 41,284	$ 53,571
Restricted cash	7,322	6,277
Accounts receivable, net	163,385	146,326
Inventories	363,642	316,741
Leased railcars for syndication	54,297	97,798
Equipment on operating leases, net	362,522	362,968
Property, plant and equipment, net	186,715	182,429
Goodwill	137,066	137,066
Intangibles and other assets, net	79,500	81,368
Total assets	1,395,733	1,384,544
Liabilities and Equity		
Revolving notes	89,826	60,755
Accounts payable and accrued liabilities	282,925	329,508
Deferred income taxes	96,498	95,363
Deferred revenue	28,283	17,194
Notes payable	427,697	428,079
Commitments and contingencies (Note 12)		
Greenbrier		
Preferred stock-without par value; 25,000 shares authorized; none outstanding		
Common stock-without par value; 50,000 shares authorized; 27,195 and 27,143 shares outstanding at November 30, 2012 and August 31, 2012		
Additional paid-in capital	254,359	252,256
Retained earnings	196,317	185,890
Accumulated other comprehensive loss	(3,596)	(6,369)
Total equity Greenbrier	447,080	431,777
Noncontrolling interest	23,424	21,868
Total equity	470,504	453,645
Liabilities and Equity, Total	$ 1,395,733	$ 1,384,544

Stock Based Compensation - Additional Information (Detail) (Restricted Stock, USD $) In Millions, unless otherwise specified	3 Months Ended	
	Nov. 30, 2012	Nov. 30, 2011
Restricted Stock		
Share-based Compensation Arrangement by Share-based Payment Award [Line Items]		
Restricted stock compensation expense	$ 1.9	$ 1.7

Consolidated Statements of Comprehensive Income (Parenthetical) (USD $) In Millions, unless otherwise specified	3 Months Ended	
	Nov. 30, 2012	Nov. 30, 2011
Reclassification of derivative financial instruments recognized in net earnings, tax	$ 0.04	$ 0.20
Unrealized gain (loss) on derivative financial instruments, tax	$ 0.30	$ 0.04

Identifiable Intangible and Other Assets (Detail) (USD $) In Thousands, unless otherwise specified	Nov. 30, 2012	Aug. 31, 2012
Intangible Assets by Major Class [Line Items]		
Finite-Lived Intangible Assets, Net	$ 43,742	$ 44,957
Intangible assets not subject to amortization	912	912
Prepaid and other assets	10,140	10,272
Debt issuance costs, net	9,562	10,194
Nonqualified savings plan investments	6,771	6,667
Investment in unconsolidated affiliates	8,373	8,301
Investment in direct finance leases		65
Total intangible and other assets	79,500	81,368
Customer Relationships		
Intangible Assets by Major Class [Line Items]		
Finite lived intangible assets gross	66,825	66,825
Accumulated amortization	(24,153)	(22,995)
Other Intangible Assets		
Intangible Assets by Major Class [Line Items]		
Finite lived intangible assets gross	5,003	4,906
Accumulated amortization	$ (3,933)	$ (3,779)

Variable Interest Entities

Variable Interest Entities	3 Months Ended Nov. 30, 2012

Variable Interest Entities

Note 14 – Variable Interest Entities

In March 2012, the Company formed a special purpose entity that purchased a 1% interest in three trusts (the “Trusts”) which are 99% owned by a third party. The Company has agreed to sell 1,363 railcars, subject to operating leases, for $115.4 million to the Trusts.

Gains and losses will be allocated between the Company and the third party equal to their respective ownership interest in the Trusts, with the exception that the Company may be entitled to receive a small portion of excess rent if the actual performance of the Trusts exceeds a target rate of return.

The Company is required to contribute $8.0 million of cash collateral, which is funded ratably as each tranche is closed, into restricted cash accounts to support the railcar portfolio meeting a target rate of return. If the actual return is less than the target return, the third party may withdraw amounts in the restricted cash accounts at certain intervals based on predetermined criteria.

In connection with this transaction, the Company entered into an agreement to provide administrative and remarketing services to the Trusts. The agreement is currently set to expire in March 2033. The Company also entered into an agreement to provide maintenance services to the Trusts during the initial lease term of the railcars. The Company will receive management and maintenance fees under each of the aforementioned agreements.

As of November 30, 2012, the Company has sold 943 railcars to the Trusts for an aggregate value of $77.0 million. 743 railcars were sold in May 2012 with an aggregate value of $61.1 million and an additional 200 railcars were sold in November 2012 with an aggregate value of $15.9 million. The remaining 420 railcars are expected to be sold during fiscal 2013. As of November 30, 2012 the Company has an obligation, up to a maximum amount of $5.3 million, to support the railcar portfolio meeting a target minimum rate of return. This obligation expires in March 2033. This $5.3 million, which is held in restricted cash, was recorded as a reduction in revenue on the sale of 800 new railcars and a reduction in gain on sale on the sale of the 143 used railcars with a credit to deferred revenue.

The Company has evaluated this relationship under ASC 810-10 and has concluded that the Trusts qualify as variable interest entities and that the Company is not the primary beneficiary. The Company will not consolidate the Trusts and will account for the investments under the equity method of accounting.

As of November 30, 2012, the carrying amount of the Company’s investment in the Trust is $0.8 million which is recorded in Intangibles and Other Assets, net on the Consolidated Balance Sheets.

Intangibles and Other Assets, Net - Additional Information (Detail) (USD $) In Millions, unless otherwise specified	3 Months Ended	
	Nov. 30, 2012	Nov. 30, 2011
Schedule of Intangible Assets Disclosure [Line Items]		
Amortization expense	$ 1.3	$ 1.2
Future amortization expense, 2013	4.2	
Future amortization expense, 2014	4.1	
Future amortization expense, 2015	4.1	
Future amortization expense, 2016	4.1	
Future amortization expense, 2017	$ 3.9	

Inventories (Tables)	3 Months Ended Nov. 30, 2012

Components of Inventories

The following table summarizes the Company’s inventory balance:

(In thousands)	November 30, 2012	August 31, 2012
Manufacturing supplies and raw materials	$240,382	$228,092
Work-in-process	77,216	71,210
Finished goods	51,230	22,571
Excess and obsolete adjustment	(5,186)	(5,132)
	$363,642	$316,741

Consolidated Statements of Equity (USD $) In Thousands	Total USD ($)	Common Stock Shares	Additional Paid-in Capital USD ($)	Retained Earnings USD ($)	Accumulated Other Comprehensive Income(Loss) USD ($)	Total Attributable to Greenbrier USD ($)	Attributable to Noncontrolling Interest USD ($)
Beginning Balance at Aug. 31, 2011	$ 375,901		$ 242,286	$ 127,182	$ (7,895)	$ 361,573	$ 14,328
Beginning Balance (in shares) at Aug. 31, 2011		25,186					
Net earnings	13,328			14,517		14,517	(1,189)
Other comprehensive income (loss), net	(9,451)				(9,304)	(9,304)	(147)
Noncontrolling interest adjustments	1,420						1,420
Restricted stock amortization	1,742		1,742			1,742	
Warrants exercised		1,483					
Ending Balance at Nov. 30, 2011	382,940		244,028	141,699	(17,199)	368,528	14,412
Ending Balance (in shares) at Nov. 30, 2011		26,669					
Beginning Balance at Aug. 31, 2012	453,645		252,256	185,890	(6,369)	431,777	21,868
Beginning Balance (in shares) at Aug. 31, 2012		27,143					
Net earnings	12,561			10,427		10,427	2,134
Other comprehensive income (loss), net	2,818				2,773	2,773	45
Noncontrolling interest adjustments	(1,805)						(1,805)
Investment by joint venture partner	1,182						1,182
Restricted stock amortization	1,886		1,886			1,886	
Excess tax benefit from restricted stock awards	217		217			217	
Warrants exercised		52					
Ending Balance at Nov. 30, 2012	$ 470,504		$ 254,359	$ 196,317	$ (3,596)	$ 447,080	$ 23,424
Ending Balance (in shares) at Nov. 30, 2012		27,195					

Consolidated Balance Sheets (Parenthetical) (USD $) In Thousands, except Per Share data, unless otherwise specified	Nov. 30, 2012	Aug. 31, 2012
Preferred stock, without par value	$ 0	$ 0
Preferred stock, shares authorized	25,000	25,000
Preferred stock, outstanding	0	0
Common stock, without par value	$ 0	$ 0
Common stock, shares authorized	50,000	50,000
Common stock, shares outstanding	27,195	27,143

Stock Based Compensation	3 Months Ended Nov. 30, 2012
Stock Based Compensation	**Note 9 – Stock Based Compensation** The value, at the date of grant, of restricted stock awards is amortized as compensation expense over the lesser of the vesting period or to the recipient's eligible retirement date. For the three months ended November 30, 2012 and 2011, $1.9 million and $1.7 million in compensation expense was recorded for restricted stock grants. Compensation expense related to restricted stock grants is recorded in Selling and administrative on the Consolidated Statements of Income.

Document and Entity Information	3 Months Ended Nov. 30, 2012	Jan. 02, 2013
Document Information [Line Items]		
Document Type	10-Q	
Amendment Flag	false	
Document Period End Date	Nov. 30, 2012	
Document Fiscal Year Focus	2013	
Document Fiscal Period Focus	Q1	
Trading Symbol	GBX	
Entity Registrant Name	GREENBRIER COMPANIES INC	
Entity Central Index Key	0000923120	
Current Fiscal Year End Date	--08-31	
Entity Filer Category	Accelerated Filer	
Entity Common Stock, Shares Outstanding		27,194,577

Derivative Instruments

Derivative Instruments

3 Months Ended
Nov. 30, 2012

Note 10 – Derivative Instruments

Foreign operations give rise to market risks from changes in foreign currency exchange rates. Foreign currency forward exchange contracts with established financial institutions are utilized to hedge a portion of that risk in Euro. Interest rate swap agreements are utilized to reduce the impact of changes in interest rates on certain debt. The Company's foreign currency forward exchange contracts and interest rate swap agreements are designated as cash flow hedges, and therefore the effective portion of unrealized gains and losses are recorded in accumulated other comprehensive loss.

At November 30, 2012 exchange rates, forward exchange contracts for the purchase of Polish Zloty and the sale of Euro aggregated to $78.4 million. Adjusting the foreign currency exchange contracts to the fair value of the cash flow hedges at November 30, 2012 resulted in an unrealized pre-tax gain of $2.6 million that was recorded in accumulated other comprehensive loss. The fair value of the contracts is included in Accounts payable and accrued liabilities when there is a loss, or Accounts receivable, net when there is a gain, on the Consolidated Balance Sheets. As the contracts mature at various dates through December 2013, any such gain or loss remaining will be recognized in manufacturing revenue along with the related transactions when they occur. In the event that the underlying sales transaction does not occur or does not occur in the period designated at the inception of the hedge, the amount classified in accumulated other comprehensive loss would be reclassified to the current year's results of operations in Interest and foreign exchange.

At November 30, 2012, an interest rate swap agreement had a notional amount of $42.6 million and matures March 2014. The fair value of this cash flow hedge at November 30, 2012 resulted in an unrealized pre-tax loss of $2.5 million. The loss is included in Accumulated other comprehensive loss and the fair value of the contract is included in Accounts payable and accrued liabilities on the Consolidated Balance Sheet. As interest expense on the underlying debt is recognized, amounts corresponding to the interest rate swap are reclassified from accumulated other comprehensive loss and charged or credited to interest expense. At November 30, 2012 interest rates, approximately $1.6 million would be reclassified to interest expense in the next 12 months.

Fair Values of Derivative Instruments

	Asset Derivatives			Liability Derivatives		
		November 30, 2012	August 31, 2012		November 30, 2012	August 31, 2012
(In thousands)	Balance sheet location	Fair Value	Fair Value	Balance sheet location	Fair Value	Fair Value
Derivatives designated as hedging instruments						
Foreign forward exchange contracts	Accounts receivable	$3,552	$2,703	Accounts payable and	$—	$182

				accrued liabilities		
Interest rate swap contracts	Other assets	—	—	Accounts payable and accrued liabilities	2,470	2,861
		$3,552	$2,703		$2,470	$3,043
Derivatives not designated as hedging instruments						
Foreign forward exchange contracts	Accounts receivable	$530	$141	Accounts payable and accrued liabilities	$—	$102

The Effect of Derivative Instruments on the Statement of Operations

Derivatives in cash flow hedging relationships	Location of gain (loss) recognized in income on derivative	Gain (loss) recognized in income on derivative Three months ended November 30, 2012	2011
Foreign forward exchange contract	Interest and foreign exchange	$155	$(626)

Derivatives in cash flow hedging relationships	Gain (loss) recognized in OCI on derivatives (effective portion) Three months ended November 30, 2012	2011	Location of gain (loss) reclassified from accumulated OCI into income	Gain (loss) reclassified from accumulated OCI into income (effective portion) Three months ended November 30, 2012	2011	Location of gain in income on derivative (ineffective portion and amount excluded from effectiveness testing)	Gain recognized on derivative (ineffective portion and amount excluded from effectiveness testing) Three months ended November 30, 2012	2011
Foreign forward exchange contracts	$1,509	$(6,536)	Revenue	$1,080	$(1,084)	Interest and foreign exchange	$896	$—
Interest rate swap contracts	(28)	(997)	Interest and foreign exchange	(420)	(441)	Interest and foreign exchange	—	—

$1,481	$(7,533)	$660	$(1,525)	$896	$—

Consolidated Statements of Income (USD $) In Thousands, except Per Share data, unless otherwise specified	3 Months Ended	
	Nov. 30, 2012	Nov. 30, 2011
Revenue		
Manufacturing	$ 285,368	$ 262,656
Wheel Services, Refurbishment & Parts	112,100	117,749
Leasing & Services	17,906	17,794
Revenue	415,374	398,199
Cost of revenue		
Manufacturing	258,492	236,188
Wheel Services, Refurbishment & Parts	101,476	105,891
Leasing & Services	7,627	9,663
Cost of revenue	367,595	351,742
Margin	47,779	46,457
Selling and administrative	26,100	23,235
Gain on disposition of equipment	(1,408)	(3,658)
Earnings from operations	23,087	26,880
Other costs		
Interest and foreign exchange	5,900	5,383
Earnings before income taxes and loss from unconsolidated affiliates	17,187	21,497
Income tax expense	(4,586)	(7,797)
Earnings before loss from unconsolidated affiliates	12,601	13,700
Loss from unconsolidated affiliates	(40)	(372)
Net earnings	12,561	13,328
Net (earnings) loss attributable to noncontrolling interest	(2,134)	1,189
Net earnings attributable to Greenbrier	$ 10,427	$ 14,517
Basic earnings per common share:	$ 0.38	$ 0.57
Diluted earnings per common share:	$ 0.35 [1]	$ 0.48 [1]
Weighted average common shares:		
Basic	27,144 [2]	25,463 [2]
Diluted	33,991	33,389

[1] Diluted earnings per share was calculated as follows: Earnings before interest and debt issuance costs on convertible notes Weighted average diluted common shares outstanding

[2] Restricted stock grants are treated as outstanding when issued and are included in weighted average basic common shares outstanding when the Company is in a net earnings position.

Revolving Notes	3 Months Ended Nov. 30, 2012
Revolving Notes	**Note 4 – Revolving Notes**

Senior secured credit facilities, consisting of three components, aggregated to $356.1 million as of November 30, 2012.

As of November 30, 2012, a $290.0 million revolving line of credit secured by substantially all the Company's assets in the U.S. not otherwise pledged as security for term loans and maturing June 2016, was available to provide working capital and interim financing of equipment, principally for the U.S. and Mexican operations. Advances under this facility bear interest at LIBOR plus 2.5% and Prime plus 1.5% depending on the type of borrowing. Available borrowings under the credit facility are generally based on defined levels of inventory, receivables, property, plant and equipment and leased equipment, as well as total debt to consolidated capitalization and fixed charges coverage ratios.

As of November 30, 2012, lines of credit totaling $20.9 million secured by certain of the Company's European assets, with various variable rates that range from Warsaw Interbank Offered Rate (WIBOR) plus 1.3% to WIBOR plus 1.7%, were available for working capital needs of the European manufacturing operation. European credit facilities are continually being renewed. Currently these European credit facilities have maturities that range from May 2013 through December 2013.

As of November 30, 2012, the Company's Mexican joint venture had two lines of credit totaling $45.2 million. The first line of credit provides up to $20.0 million (of which $15.2 million was available as of November 30, 2012) and is secured by certain of the joint venture's accounts receivable and inventory. Advances under this facility bear interest at LIBOR plus 2.5%. The Mexican joint venture will be able to draw against this facility through December 2013. The second line of credit provides up to $30.0 million and is fully guaranteed by each of the joint venture partners, including the Company. Advances under this facility bear interest at LIBOR plus 2.0%. The Mexican joint venture will be able to draw against this facility through February 2015.

As of November 30, 2012, outstanding borrowings under the senior secured credit facilities consisted of $5.6 million in letters of credit and $41.8 million in revolving notes outstanding under the North American credit facility, $2.8 million outstanding under the European credit facilities and $45.2 million outstanding under the Mexican joint venture credit facilities.

Intangibles and Other Assets, net	3 Months Ended Nov. 30, 2012

Intangibles and Other Assets, net

Note 3 – Intangibles and Other Assets, net

Intangible assets that are determined to have finite lives are amortized over their useful lives. Intangible assets with indefinite useful lives are not amortized and are periodically evaluated for impairment.

The following table summarizes the Company's identifiable intangible and other assets balance:

(In thousands)	November 30, 2012	August 31, 2012
Intangible assets subject to amortization:		
Customer relationships	$ 66,825	$66,825
Accumulated amortization	(24,153)	(22,995)
Other intangibles	5,003	4,906
Accumulated amortization	(3,933)	(3,779)
	43,742	44,957
Intangible assets not subject to amortization	912	912
Prepaid and other assets	10,140	10,272
Debt issuance costs, net	9,562	10,194
Nonqualified savings plan investments	6,771	6,667
Investment in unconsolidated affiliates	8,373	8,301
Investment in direct finance leases	—	65
Total intangible and other assets	$ 79,500	$81,368

Amortization expense for the three months ended November 30, 2012 and 2011 was $1.3 million and $1.2 million. Amortization expense for the years ending August 31, 2013, 2014, 2015, 2016 and 2017 is expected to be $4.2 million, $4.1 million, $4.1 million, $4.1 million and $3.9 million.

Guarantor/Non Guarantor

Guarantor/Non Guarantor

3 Months Ended
Nov. 30, 2012

Note 15 – Guarantor/Non Guarantor

The convertible senior notes due 2026 (the Notes) issued on May 22, 2006 are fully and unconditionally and jointly and severally guaranteed by substantially all of Greenbrier's material 100% owned U.S. subsidiaries: Autostack Company LLC, Greenbrier-Concarril, LLC, Greenbrier Leasing Company LLC, Greenbrier Leasing Limited Partner, LLC, Greenbrier Management Services, LLC, Greenbrier Leasing, L.P., Greenbrier Railcar LLC, Gunderson LLC, Gunderson Marine LLC, Gunderson Rail Services LLC, Meridian Rail Holding Corp., Meridian Rail Acquisition Corp., Meridian Rail Mexico City Corp., Brandon Railroad LLC, Gunderson Specialty Products, LLC and Greenbrier Railcar Leasing, Inc. No other subsidiaries guarantee the Notes including Greenbrier Union Holdings I LLC, Greenbrier Leasing Limited, Greenbrier Europe B.V., Greenbrier Germany GmbH, WagonySwidnica S.A., Zaklad Naprawczy Taboru Kolejowego Olawa sp. z o.o., Gunderson-Concarril, S.A. de C.V., Mexico Meridianrail Services, S.A. de C.V., Greenbrier Railcar Services – Tierra Blanca S.A. de C.V., YSD Doors, S.A. de C.V., Greenbrier-Gimsa, LLC and Gunderson-Gimsa S.A. de C.V.

The following represents the supplemental consolidating condensed financial information of Greenbrier and its guarantor and non guarantor subsidiaries, as of November 30, 2012 and August 31, 2012, for the three months ended November 30, 2012 and 2011. The information is presented on the basis of Greenbrier accounting for its ownership of its wholly owned subsidiaries using the equity method of accounting. The equity method investment for each subsidiary is recorded by the parent in intangibles and other assets. Intercompany transactions of goods and services between the guarantor and non guarantor subsidiaries are presented as if the sales or transfers were at fair value to third parties and eliminated in consolidation.

The Greenbrier Companies, Inc.
Condensed Consolidating Balance Sheet
November 30, 2012
(In thousands, unaudited)

	Parent	Combined Guarantor Subsidiaries	Combined Non-Guarantor Subsidiaries	Eliminations	Consolidated
Assets					
Cash and cash equivalents	$33,586	$14	$7,684	$—	$41,284
Restricted cash	—	1,990	5,332	—	7,322
Accounts receivable, net	(4)	112,879	50,989	(479)	163,385
Inventories	—	181,066	182,895	(319)	363,642
Leased railcars for syndication	—	55,347	—	(1,050)	54,297
Equipment on operating leases, net	—	364,954	—	(2,432)	362,522
Property, plant and equipment, net	3,194	104,362	79,159	—	186,715
Goodwill	—	137,066	—	—	137,066
Intangibles and other assets, net	711,235	90,223	3,105	(725,063)	79,500
	$748,011	$1,047,901	$329,164	$(729,343)	$1,395,733
Liabilities and Equity					
Revolving notes	$41,750	$—	$48,076	$—	$89,826
Accounts payable and accrued liabilities	(48,787)	165,752	165,956	4	282,925
Deferred income taxes	11,579	94,937	(8,225)	(1,793)	96,498
Deferred revenue	271	27,476	521	15	28,283
Notes payable	296,118	129,925	1,654	—	427,697

Total equity Greenbrier	447,080	629,811	99,435	(729,246)	447,080
Noncontrolling interest	—	—	21,747	1,677	23,424
Total equity	447,080	629,811	121,182	(727,569)	470,504
	$748,011	$1,047,901	$329,164	$(729,343)	$1,395,733

The Greenbrier Companies, Inc.
Condensed Consolidating Statement of Operations
For the three months ended November 30, 2012
(In thousands, unaudited)

	Parent	Combined Guarantor Subsidiaries	Combined Non-Guarantor Subsidiaries	Eliminations	Consolidated
Revenue					
Manufacturing	$—	$133,511	$229,508	$(77,651)	$285,368
Wheels Services, Refurbishment & Parts	—	116,224	—	(4,124)	112,100
Leasing & Services	91	17,823	—	(8)	17,906
	91	267,558	229,508	(81,783)	415,374
Cost of revenue					
Manufacturing	—	124,385	215,170	(81,063)	258,492
Wheel Services, Refurbishment & Parts	—	105,659	—	(4,183)	101,476
Leasing & Services	—	7,650	—	(23)	7,627
	—	237,694	215,170	(85,269)	367,595
Margin	91	29,864	14,338	3,486	47,779
Selling and administrative	9,786	8,131	8,183	—	26,100
Gain on disposition of equipment	—	(1,044)	—	(364)	(1,408)
Earnings (loss) from operations	(9,695)	22,777	6,155	3,850	23,087
Other costs					
Interest and foreign exchange	3,616	902	1,498	(116)	5,900
Earnings (loss) before income taxes and earnings (loss) from unconsolidated affiliates	(13,311)	21,875	4,657	3,966	17,187
Income tax (expense) benefit	5,769	(8,081)	(1,423)	(851)	(4,586)
Earnings (loss) before earnings (loss) from unconsolidated affiliates	(7,542)	13,794	3,234	3,115	12,601
Earnings (loss) from unconsolidated affiliates	17,969	36	9	(18,054)	(40)
Net earnings (loss)	10,427	13,830	3,243	(14,939)	12,561
Net (earnings) loss attributable to noncontrolling interest	—	—	(535)	(1,599)	(2,134)
Net earnings (loss) attributable to Greenbrier	$10,427	$13,830	$2,708	$(16,538)	$10,427

The Greenbrier Companies, Inc.
Condensed Consolidating Statement of Cash Flows
For the three months ended November 30, 2012
(In thousands, unaudited)

	Parent	Combined Guarantor Subsidiaries	Combined Non-Guarantor Subsidiaries	Eliminations	Consolidated
Cash flows from operating activities:					
Net earnings (loss)	$10,427	$13,830	$3,243	$(14,939)	$12,561
Adjustments to reconcile net earnings (loss) to net cash provided by (used in) operating activities:					
Deferred income taxes	2,481	(1,656)	(736)	851	940
Depreciation and amortization	576	7,922	2,448	(23)	10,923
Gain on sales of leased equipment	—	(1,044)	—	(364)	(1,408)
Accretion of debt discount	849	—	—	—	849
Stock based compensation	1,886	—	—	—	1,886
Other	—	98	1	(1,804)	(1,705)
Decrease (increase) in assets:					
Accounts receivable	915	(18,193)	1,676	87	(15,515)
Inventories	—	(39,095)	(2,384)	14	(41,465)
Leased railcars for syndication	—	45,243	—	(1,742)	43,501
Other	212	(141)	3,318	(2,444)	945
Increase (decrease) in liabilities:					
Accounts payable and accrued liabilities	(27,865)	(24,450)	4,277	2	(48,036)
Deferred revenue	(39)	11,506	(430)	2	11,039
Net cash provided by (used in) operating activities	(10,558)	(5,980)	11,413	(20,360)	(25,485)
Cash flows from investing activities:					
Proceeds from sales of equipment	—	10,086	—	—	10,086
Investment in and net advances to unconsolidated affiliates	(20,413)	(85)	(160)	20,498	(160)
Intercompany advances	4	—	—	(4)	—
Decrease (increase) in restricted cash	—	57	(1,102)	—	(1,045)
Capital expenditures	(49)	(16,676)	(8,278)	(138)	(25,141)
Net cash provided by (used in) investing activities	(20,458)	(6,618)	(9,540)	20,356	(16,260)
Cash flows from financing activities:					
Net changes in revolving notes with maturities of 90 days or less	41,750	—	(13,815)	—	27,935
Proceeds from revolving notes with maturities longer than 90 days	—	—	9,195	—	9,195
Repayment of revolving notes with maturities longer than 90 days	—	—	(8,941)	—	(8,941)
Intercompany advances	(11,688)	12,944	(1,260)	4	—
Repayments of notes payable	—	(1,028)	(202)	—	(1,230)
Investment by joint venture partner	—	—	1,182	—	1,182
Excess tax benefit from restricted stock awards	217	—	—	—	217
Net cash provided by (used in) financing activities	30,279	11,916	(13,841)	4	28,358
Effect of exchange rate changes	—	402	698	—	1,100
Decrease in cash and cash equivalents	(737)	(280)	(11,270)	—	(12,287)
Cash and cash equivalents					
Beginning of period	34,323	294	18,954	—	53,571
End of period	$33,586	$14	$7,684	$—	$41,284

The Greenbrier Companies, Inc.

Condensed Consolidating Balance Sheet

August 31, 2012

(In thousands)

	Parent	Combined Guarantor Subsidiaries	Combined Non-Guarantor Subsidiaries	Eliminations	Consolidated
Assets					
Cash and cash equivalents	$34,323	$294	$18,954	$—	$53,571
Restricted cash	—	2,047	4,230	—	6,277
Accounts receivable, net	(21,666)	122,917	45,467	(392)	146,326
Inventories	—	138,236	178,810	(305)	316,741
Leased railcars for syndication	—	100,590	—	(2,792)	97,798
Equipment on operating leases, net	—	365,925	—	(2,957)	362,968
Property, plant and equipment, net	3,721	106,219	72,489	—	182,429
Goodwill	—	137,066	—	—	137,066
Intangibles and other assets, net	688,261	91,278	3,620	(701,791)	81,368
	$704,639	$1,064,572	$323,570	$(708,237)	$1,384,544
Liabilities and Equity					
Revolving notes	$—	$—	$60,755	$—	$60,755
Accounts payable and accrued liabilities	(31,814)	205,477	155,844	1	329,508
Deferred income taxes	9,097	96,593	(7,684)	(2,643)	95,363
Deferred revenue	310	15,970	901	13	17,194
Notes payable	295,269	130,953	1,857	—	428,079
Total equity Greenbrier	431,777	615,579	90,761	(706,340)	431,777
Noncontrolling interest	—	—	21,136	732	21,868
Total equity	431,777	615,579	111,897	(705,608)	453,645
	$704,639	$1,064,572	$323,570	$(708,237)	$1,384,544

The Greenbrier Companies, Inc.

Condensed Consolidating Statement of Operations

For the three months ended November 30, 2011

(In thousands, unaudited)

	Parent	Combined Guarantor Subsidiaries	Combined Non-Guarantor Subsidiaries	Eliminations	Consolidated
Revenue					
Manufacturing	$—	$195,308	$212,443	$(145,095)	$262,656
Wheels Services, Refurbishment & Parts	—	121,758	—	(4,009)	117,749
Leasing & Services	269	17,745	—	(220)	17,794
	269	334,811	212,443	(149,324)	398,199
Cost of revenue					
Manufacturing	—	173,650	204,747	(142,209)	236,188
Wheel Services, Refurbishment & Parts	—	110,050	—	(4,159)	105,891
Leasing & Services	—	9,681	—	(18)	9,663
	—	293,381	204,747	(146,386)	351,742
Margin	269	41,430	7,696	(2,938)	46,457
Selling and administrative	9,899	6,959	6,377	—	23,235

Gain on disposition of equipment	—	(3,657)	—	(1)	(3,658)
Earnings (loss) from operations	(9,630)	38,128	1,319	(2,937)	26,880
Other costs					
Interest and foreign exchange	4,912	728	10	(267)	5,383
Earnings (loss) before income taxes and earnings (loss) from unconsolidated affiliates	(14,542)	37,400	1,309	(2,670)	21,497
Income tax (expense) benefit	6,626	(15,018)	94	501	(7,797)
Earnings (loss) before earnings (loss) from unconsolidated affiliates	(7,916)	22,382	1,403	(2,169)	13,700
Earnings (loss) from unconsolidated affiliates	22,433	(985)	—	(21,820)	(372)
Net earnings (loss)	14,517	21,397	1,403	(23,989)	13,328
Net (earnings) loss attributable to noncontrolling interest	—	—	(231)	1,420	1,189
Net earnings (loss) attributable to Greenbrier	$14,517	$21,397	$1,172	$(22,569)	$14,517

The Greenbrier Companies, Inc.

Condensed Consolidating Statement of Cash Flows

For the three months ended November 30, 2011

	Parent	Combined Guarantor Subsidiaries	Combined Non-Guarantor Subsidiaries	Eliminations	Consolidated
Cash flows from operating activities:					
Net earnings (loss)	$14,517	$21,397	$ 1,403	$(23,989)	$13,328
Adjustments to reconcile net earnings (loss) to net cash provided by (used in) operating activities:					
Deferred income taxes	4,416	(737)	488	(502)	3,665
Depreciation and amortization	699	7,404	1,803	(17)	9,889
Gain on sales of leased equipment	—	(3,657)	—	(1)	(3,658)
Accretion of debt discount	787	—	—	—	787
Stock based compensation expense	1,742	—	—	—	1,742
Other	—	603	1	1,420	2,024
Decrease (increase) in assets					
Accounts receivable	13,596	(18,628)	38,699	20	33,687
Inventories	—	14,918	(48,856)	(150)	(34,088)
Leased railcars for syndication	—	(38,759)	—	1,420	(37,339)
Other	853	1,049	(1,046)	—	856
Increase (decrease) in liabilities					
Accounts payable and accrued liabilities	(24,758)	27,610	(2,571)	(21)	260
Deferred revenue	(39)	(145)	39	—	(145)
Net cash provided by (used in) operating activities	11,813	11,055	(10,040)	(21,820)	(8,992)
Cash flows from investing activities:					
Proceeds from sales of equipment	—	5,741	—	—	5,741

Investment in and net advances to unconsolidated affiliates	(22,433)	683	—	21,820	70
Intercompany advances	(2,632)	—	—	2,632	—
Increase in restricted cash	—	(38)	—	—	(38)
Capital expenditures	(311)	(12,625)	(2,071)	—	(15,007)
Other	—	10	—	—	10
Net cash provided by (used in) investing activities	(25,376)	(6,229)	(2,071)	24,452	(9,224)
Cash flows from financing activities:					
Net change in revolving notes with maturities of 90 days or less	(8,000)	—	(1,150)	—	(9,150)
Proceeds from revolving notes with maturities longer than 90 days	—	—	7,557	—	7,557
Repayments of revolving notes with maturities longer than 90 days	—	—	(5,606)		(5,606)
Intercompany advances	1,713	(4,006)	4,925	(2,632)	—
Proceeds from notes payable	—	—	2,500	—	2,500
Repayments of notes payable	—	(1,041)	(202)	—	(1,243)
Other	—	—	—	—	—
Net cash provided by (used in) financing activities	(6,287)	(5,047)	8,024	(2,632)	(5,942)
Effect of exchange rate changes	—	(76)	(5,133)	—	(5,209)
Decrease in cash and cash equivalents	(19,850)	(297)	(9,220)	—	(29,367)
Cash and cash equivalents					
Beginning of period	33,368	529	16,325	—	50,222
End of period	$13,518	$232	$ 7,105	$—	$20,855

Segment Information

3 Months Ended Nov. 30, 2012

Segment Information

Note 11 – Segment Information

Greenbrier operates in three reportable segments: Manufacturing; Wheel Services, Refurbishment & Parts; and Leasing & Services. The accounting policies of the segments are described in the summary of significant accounting policies in the Consolidated Financial Statements contained in the Company's 2012 Annual Report on Form 10-K. Performance is evaluated based on margin. The Company's integrated business model results in selling and administrative costs being intertwined among the segments. Currently, Greenbrier's management does not allocate these costs for either external or internal reporting purposes. Intersegment sales and transfers are valued as if the sales or transfers were to third parties. Related revenue and margin is eliminated in consolidation and therefore are not included in consolidated results in the Company's Consolidated Financial Statements.

The information in the following table is derived directly from the segments' internal financial reports used for corporate management purposes.

	Three Months Ended November 30,	
(In thousands)	2012	2011
Revenue:		
Manufacturing	$270,294	$304,839
Wheel Services, Refurbishment & Parts	117,486	122,618
Leasing & Services	22,298	20,593
Intersegment eliminations	5,296	(49,851)
	$415,374	$398,199
Margin:		
Manufacturing	$26,876	$26,468
Wheel Services, Refurbishment & Parts	10,624	11,858
Leasing & Services	10,279	8,131
Segment margin total	47,779	46,457
Less unallocated items:		
Selling and administrative	26,100	23,235
Gain on disposition of equipment	(1,408)	(3,658)
Interest and foreign exchange	5,900	5,383
Earnings before income taxes and loss from unconsolidated affiliates	$17,187	$21,497

Accumulated Other Comprehensive Loss	3 Months Ended Nov. 30, 2012
Accumulated Other Comprehensive Loss	**Note 7 – Accumulated Other Comprehensive Income (Loss)** Accumulated other comprehensive income (loss), net of tax effect as appropriate, consisted of the following:

(In thousands)	Unrealized Income (Loss) on Derivative Financial Instruments	Pension Adjustment	Foreign Currency Translation Adjustment	Accumulated Other Comprehensive Income (Loss)
Balance, August 31, 2012	$ (93)	$ (325)	$ (5,951)	$ (6,369)
First quarter activity	683	—	2,090	2,773
Balance, November 30, 2012	$ 590	$ (325)	$ (3,861)	$ (3,596)

Accounts Payable and Accrued Liabilities	3 Months Ended Nov. 30, 2012

Accounts Payable and Accrued Liabilities

Note 5 – Accounts Payable and Accrued Liabilities

(In thousands)	November 30, 2012	August 31, 2012
Trade payables and other accrued liabilities	$222,520	$258,316
Accrued payroll and related liabilities	31,137	37,915
Accrued maintenance	10,713	11,475
Accrued warranty	10,102	9,221
Income taxes payable	5,827	9,625
Other	2,626	2,956
	$282,925	$329,508

Warranty Accruals	**3 Months Ended Nov. 30, 2012**
Warranty Accruals	**Note 6 – Warranty Accruals** Warranty costs are estimated and charged to operations to cover a defined warranty period. The estimated warranty cost is based on the history of warranty claims for each particular product type. For new product types without a warranty history, preliminary estimates are based on historical information for similar product types. The warranty accruals, included in Accounts payable and accrued liabilities on the Consolidated Balance Sheets, are reviewed periodically and updated based on warranty trends and expirations of warranty periods.

Warranty accrual activity:

	Three Months Ended November 30,	
(In thousands)	2012	2011
Balance at beginning of period	$9,221	$8,645
Charged to cost of revenue, net	1,585	906
Payments	(801)	(408)
Currency translation effect	97	(200)
Balance at end of period	$10,102	$8,943

Earnings Per Share	3 Months Ended Nov. 30, 2012

Earnings Per Share

Note 8 – Earnings Per Share

The shares used in the computation of the Company's basic and diluted earnings per common share are reconciled as follows:

	Three Months Ended November 30,	
(In thousands)	2012	2011
Weighted average basic common shares outstanding *(1)*	27,144	25,463
Dilutive effect of warrants	802	1,881
Dilutive effect of convertible notes *(2)*	6,045	6,045
Weighted average diluted common shares outstanding	33,991	33,389

(1) Restricted stock grants are treated as outstanding when issued and are included in weighted average basic common shares outstanding when the Company is in a net earnings position.

(2) The dilutive effect of the 2018 Convertible notes are included as they were considered dilutive under the "if converted" method as further discussed below. The dilutive effect of the 2026 Convertible notes was excluded from the share calculations as the stock price for each period presented was less than the initial conversion price of $48.05 and therefore considered anti-dilutive.

Dilutive EPS for the three months ended November 30, 2012 was calculated using the more dilutive of two approaches. The first approach includes the dilutive effect of outstanding warrants and shares underlying the 2026 Convertible notes in the share count using the treasury stock method. The second approach supplements the first by including the "if converted" effect of the 2018 Convertible notes issued in March 2011. Under the "if converted method" debt issuance and interest costs, both net of tax, associated with the convertible notes are added back to net earnings and the share count is increased by the shares underlying the convertible notes. The 2026 Convertible notes would only be included in the calculation of both approaches if the current stock price is greater than the initial conversion price of $48.05 using the treasury stock method.

	Three Months Ended November 30,	
	2012	2011
Net earnings attributable to Greenbrier	$10,427	$14,517
Add back:		
Interest and debt issuance costs on the 2018 Convertible notes, net of tax	1,430	1,376
Earnings before interest and debt issuance costs on convertible notes	$11,857	$15,893
Weighted average diluted common shares outstanding	33,991	33,389
Diluted earnings per share [1]	$0.35	$0.48

(1) Diluted earnings per share was calculated as follows:

Earnings before interest and debt issuance costs on convertible notes

Weighted average diluted common shares outstanding

Components of Inventories (Detail) (USD $) In Thousands, unless otherwise specified	**Nov. 30, 2012**	**Aug. 31, 2012**
Inventory Disclosure [Line Items]		
Manufacturing supplies and raw materials	$ 240,382	$ 228,092
Work-in-process	77,216	71,210
Finished goods	51,230	22,571
Excess and obsolete adjustment	(5,186)	(5,132)
Inventories	$ 363,642	$ 316,741

Commitments and Contingencies - Additional Information (Detail) (USD $) In Millions, unless otherwise specified	3 Months Ended	3 Months Ended			1 Months Ended						3 Months Ended			
	Nov. 30, 2012	May 31, 2012	Nov. 30, 2012 Mexican Joint Venture Credit Facility	Nov. 30, 2012 Seb Finans Ab Vehicle	Mar. 31, 2004 Okombi GmbH	Nov. 30, 2012 Okombi GmbH Vehicle	Jan. 31, 2000 Okombi GmbH Vehicle	Nov. 30, 2012 Minimum Y	Nov. 30, 2012 Maximum Y	Nov. 30, 2012 Additional Investigation Year	Nov. 30, 2012 Portland Harbor Site Minimum	Nov. 30, 2012 Portland Harbor Site Maximum	Nov. 30, 2012 Area Of Willamette River Adjacent to the Company's Portland, Oregon Manufacturing Facility Minimum	Nov. 30, 2012 Area Of Willamette River Adjacent to the Company's Portland, Oregon Manufacturing Facility Maximum
Commitments and Contingencies Disclosure [Line Items]														
Remedial investigation and feasibility study	$ 90													
Remedial investigation and feasibility study, period	11 years									2 years				
Period for remedial action								2	28					
Cleanup expenses											169	1,800	9	163
Number of installed railcar				372										
Value of railcars	77.0	61.1		20.0										
Settlement agreement effective date				2007-02-28	March 2004									
Number of freight cars to build							201							
Number of vehicles required to be removed from service						201								
Bank and third party warranty guarantee facilities	1.9													
Debt outstanding			45.7											
Guarantee obligations			37.8											
Contribution to Capital expenditure for fourth manufacturing line commitment			10.0											
Percentage of commitment Contribution by company towards fourth Manufacturing line			50.00%											
Amount contributed by company and the joint venture partner for capital expenditure of fourth manufacturing line			2.5											
Outstanding letters of credit	$ 5.6													

Fair Value Measures

Fair Value Measures

3 Months Ended
Nov. 30, 2012

Note 13 – Fair Value Measures

Certain assets and liabilities are reported at fair value on either a recurring or nonrecurring basis. Fair value, for this disclosure, is defined as an exit price, representing the amount that would be received to sell an asset or paid to transfer a liability in an orderly transaction between market participants, under a three-tier fair value hierarchy which prioritizes the inputs used in measuring fair value as follows:

Level 1– observable inputs such as unadjusted quoted prices in active markets for identical instruments;

Level 2– inputs, other than the quoted market prices in active markets for similar instruments, which are observable, either directly or indirectly; and

Level 3– unobservable inputs for which there is little or no market data available, which require the reporting entity to develop its own assumptions.

Assets and liabilities measured at fair value on a recurring basis as of November 30, 2012 are:

(In thousands)	Total	Level 1	Level 2 (1)	Level 3
Assets:				
Derivative financial instruments	$4,082	$—	$4,082	$—
Nonqualified savings plan investments	6,771	6,771	—	—
Cash equivalents	1,002	1,002	—	—
	$11,855	$7,773	$4,082	$—
Liabilities:				
Derivative financial instruments	$2,470	$—	$2,470	$—

(1) Level 2 assets and liabilities include derivative financial instruments which are valued based on significant observable inputs. See note 10 Derivative Instruments for further discussion.

Assets and liabilities measured at fair value on a recurring basis as of August 31, 2012 are:

(In thousands)	Total	Level 1	Level 2	Level 3
Assets:				
Derivative financial instruments	$2,844	$—	$2,844	$—
Nonqualified savings plan investments	6,667	6,667	—	—
Cash equivalents	1,002	1,002	—	—
	$10,513	$7,669	$2,844	$—
Liabilities:				
Derivative financial instruments	$3,145	$—	$3,145	$—

Accounts Payable and Accrued Liabilities (Tables)

Accounts Payable and Accrued Liabilities

3 Months Ended Nov. 30, 2012

(In thousands)	November 30, 2012	August 31, 2012
Trade payables and other accrued liabilities	$222,520	$258,316
Accrued payroll and related liabilities	31,137	37,915
Accrued maintenance	10,713	11,475
Accrued warranty	10,102	9,221
Income taxes payable	5,827	9,625
Other	2,626	2,956
	$282,925	$329,508

Segment Information - Additional Information (Detail)	3 Months Ended Nov. 30, 2012 Segment
Segment Reporting Disclosure [Line Items]	
Number of reportable segments	3

Reconciliation of Basic and Diluted Earnings Per Common Share (Detail) In Thousands, unless otherwise specified	3 Months Ended			
	Nov. 30, 2012		Nov. 30, 2011	
Earnings Per Share Disclosure [Line Items]				
Weighted average basic common shares outstanding	27,144	[1]	25,463	[1]
Dilutive effect of warrants	802		1,881	
Dilutive effect of convertible notes	6,045	[2]	6,045	[2]
Weighted average diluted common shares outstanding	33,991		33,389	

[1] Restricted stock grants are treated as outstanding when issued and are included in weighted average basic common shares outstanding when the Company is in a net earnings position.

[2] The dilutive effect of the 2018 Convertible notes are included as they were considered dilutive under the "if converted" method as further discussed below. The dilutive effect of the 2026 Convertible notes was excluded from the share calculations as the stock price for each period presented was less than the initial conversion price of $48.05 and therefore considered anti-dilutive.

Consolidated Statements of Comprehensive Income (USD $) In Thousands, unless otherwise specified	3 Months Ended	
	Nov. 30, 2012	Nov. 30, 2011
Net earnings	$ 12,561	$ 13,328
Other comprehensive income		
Translation adjustment	2,135	(4,843)
Reclassification of derivative financial instruments recognized in net earnings (net of tax of effect of $0.04 million and $0.2 million)	(616)	(1,353)
Unrealized gain (loss) on derivative financial instruments (net of tax of effect of $0.3 million and $0.04 million)	1,299	(3,255)
Other comprehensive income (loss)	2,818	(9,451)
Comprehensive income	15,379	3,877
Comprehensive (income) loss attributable to noncontrolling interest	(2,179)	1,336
Comprehensive income attributable to Greenbrier	$ 13,200	$ 5,213

Inventories	3 Months Ended Nov. 30, 2012

Inventories

Note 2 – Inventories

Inventories are valued at the lower of cost (first-in, first-out) or market. Work-in-process includes material, labor and overhead. The following table summarizes the Company's inventory balance:

(In thousands)	November 30, 2012	August 31, 2012
Manufacturing supplies and raw materials	$240,382	$228,092
Work-in-process	77,216	71,210
Finished goods	51,230	22,571
Excess and obsolete adjustment	(5,186)	(5,132)
	$363,642	$316,741

Warranty Accruals (Tables)	**3 Months Ended Nov. 30, 2012**
Warranty Accrual Activity	Warranty accrual activity:

(In thousands)	Three Months Ended November 30, 2012	2011
Balance at beginning of period	$9,221	$8,645
Charged to cost of revenue, net	1,585	906
Payments	(801)	(408)
Currency translation effect	97	(200)
Balance at end of period	$10,102	$8,943

Accounts Payable and Accrued Liabilities (Detail) (USD $) In Thousands, unless otherwise specified	Nov. 30, 2012	Aug. 31, 2012	Nov. 30, 2011	Aug. 31, 2011
Accounts Payable and Accrued Liabilities [Line Items]				
Trade payables and other accrued liabilities	$ 222,520	$ 258,316		
Accrued payroll and related liabilities	31,137	37,915		
Accrued maintenance	10,713	11,475		
Accrued warranty	10,102	9,221	8,943	8,645
Income taxes payable	5,827	9,625		
Other	2,626	2,956		
Accounts payable and accrued liabilities	$ 282,925	$ 329,508		

Commitments and Contingencies	3 Months Ended Nov. 30, 2012
Commitments and Contingencies	

Note 12 – Commitments and Contingencies

The Company's Portland, Oregon manufacturing facility is located adjacent to the Willamette River. The Company has entered into a Voluntary Clean-Up Agreement with the Oregon Department of Environmental Quality in which the Company agreed to conduct an investigation of whether, and to what extent, past or present operations at the Portland property may have released hazardous substances to the environment. The Company is also conducting groundwater remediation relating to a historical spill on the property which precedes its ownership.

The U.S. Environmental Protection Agency (EPA) has classified portions of the river bed of the Portland Harbor, including the portion fronting the Company's manufacturing facility, as a federal "National Priority List" or "Superfund" site due to sediment contamination (the "Portland Harbor Site"). The Company and more than 140 other parties have received a "General Notice" of potential liability from the EPA relating to the Portland Harbor Site. The letter advised the Company that it may be liable for the costs of investigation and remediation (which liability may be joint and several with other potentially responsible parties) as well as for natural resource damages resulting from releases of hazardous substances to the site. At this time, ten private and public entities, including the Company (the "Lower Willamette Group" or "LWG"), have signed an Administrative Order on Consent (AOC) to perform a remedial investigation/feasibility study ("RI/FS") of the Portland Harbor Site under EPA oversight, and several additional entities have not signed such consent, but are nevertheless contributing money to the effort. The EPA-mandated RI/FS is being conducted by the LWG and has cost over $90 million over an 11-year period. The Company has agreed to initially bear a percentage of the total costs incurred by the LWG in connection with the investigation. The Company's aggregate expenditure has not been material over the 11-year period. Some or all of any such outlay may be recoverable from other responsible parties. The investigation is expected to continue for at least two more years and additional costs are expected to be incurred. The Company cannot estimate the amount of such investigation costs at this time.

Eighty-three parties, including the State of Oregon and the federal government, have entered into a non-judicial mediation process to try to allocate costs associated with the Portland Harbor site. Approximately 110 additional parties have signed tolling agreements related to such allocations. On April 23, 2009, the Company and the other AOC signatories filed suit against 69 other parties due to a possible limitations period for some such claims; Arkema Inc. et al v. A & C Foundry Products, Inc.et al, US District Court, District of Oregon, Case #3:09-cv-453-PK. All but 12 of these parties elected to sign tolling agreements and be dismissed without prejudice, and the case has now been stayed by the court, pending completion of the RI/FS. Although, as described below, the draft feasibility study has been submitted, the RI/FS will not be complete until the EPA approves it, which is not likely to occur until at least 2014.

A draft of the remedial investigation study was submitted to the EPA on October 27, 2009. The draft feasibility study was submitted to the EPA on March 30, 2012. The draft feasibility study evaluates several alternative cleanup approaches. The approaches submitted would take from 2 to 28 years with costs ranging from $169 million to $1.8 billion for cleanup of the entire Portland Harbor Site, depending primarily on the selected remedial action levels. The draft feasibility study suggests costs ranging from $9 million to $163 million for cleanup of the area of the

Willamette River adjacent to the Company's Portland, Oregon manufacturing facility, depending primarily on the selected remedial action level.

The draft feasibility study does not address responsibility for the costs of clean-up or allocate such costs among the potentially responsible parties, or define precise boundaries for the cleanup. Responsibility for funding and implementing the EPA's selected cleanup will be determined after the issuance of the Record of Decision. Based on the investigation to date, the Company believes that it did not contribute in any material way to the damage of natural resources in the Portland Harbor Site and that the damage in the area of the Portland Harbor Site adjacent to its property precedes its ownership of the Portland, Oregon manufacturing facility. Because these environmental investigations are still underway, sufficient information is currently not available to determine the Company's liability, if any, for the cost of any required remediation of the Portland Harbor Site or to estimate a range of potential loss. Based on the results of the pending investigations and future assessments of natural resource damages, the Company may be required to incur costs associated with additional phases of investigation or remedial action, and may be liable for damages to natural resources. In addition, the Company may be required to perform periodic maintenance dredging in order to continue to launch vessels from its launch ways in Portland, Oregon, on the Willamette River, and the river's classification as a Superfund site could result in some limitations on future dredging and launch activities. Any of these matters could adversely affect the Company's business and Consolidated Financial Statements, or the value of its Portland property.

From time to time, Greenbrier is involved as a defendant in litigation in the ordinary course of business, the outcome of which cannot be predicted with certainty. The most significant litigation is as follows:

Greenbrier's customer, SEB Finans AB (SEB), has raised performance concerns related to a component that the Company installed on 372 railcar units with an aggregate sales value of approximately $20.0 million produced under a contract with SEB. On December 9, 2005, SEB filed a Statement of Claim in an arbitration proceeding in Stockholm, Sweden, against Greenbrier alleging that the railcars were defective and could not be used for their intended purpose. A settlement agreement was entered into effective February 28, 2007 pursuant to which the railcar units previously delivered were to be repaired and the remaining units completed and delivered to SEB. SEB has made multiple additional warranty claims, including claims with respect to railcars that have been repaired pursuant to the original settlement agreement. Greenbrier and SEB are continuing to negotiate the scope of needed repairs. Current estimates of potential costs of such repairs do not exceed amounts accrued.

When the Company acquired the assets of the Freight Wagon Division of DaimlerChrysler in January 2000, it acquired a contract to build 201 freight cars for Okombi GmbH, a subsidiary of Rail Cargo Austria AG. Subsequently, Okombi made breach of warranty and late delivery claims against the Company which grew out of design and certification problems. All of these issues were settled as of March 2004. Additional allegations have been made, the most serious of which involve cracks to the structure of the freight cars. Okombi has been required to remove all 201 freight cars from service, and a formal claim has been made against the Company. Legal, technical and commercial evaluations are on-going to determine what obligations the Company might have, if any, to remedy the alleged defects, though resolution of such issues has not been reached due to delays by Okombi.

Management intends to vigorously defend its position in each of the open foregoing cases. While the ultimate outcome of such legal proceedings cannot be determined at this time, management believes that the resolution of these actions will not have a material adverse effect on the Company's Consolidated Financial Statements.

The Company is involved as a defendant in other litigation initiated in the ordinary course of business. While the ultimate outcome of such legal proceedings cannot be determined at this time, management believes that the resolution of these actions will not have a material adverse effect on the Company's Consolidated Financial Statements.

In accordance with customary business practices in Europe, the Company has $1.9 million in bank and third party warranty and performance guarantee facilities as of November 30, 2012. To date no amounts have been drawn under these guarantee facilities.

At November 30, 2012, the Mexican joint venture had $45.7 million of third party debt outstanding, for which the Company has guaranteed approximately $37.8 million. In addition, the Company, along with its joint venture partner, has committed to contributing $10.0 million to fund the capital expenditures for a fourth manufacturing line, of which the Company will contribute 50%. These amounts will be contributed at various intervals from May 31, 2012 to October 31, 2013. As of November 30, 2012, the Company and the joint venture partner have each contributed $2.5 million.

As of November 30, 2012 the Company has outstanding letters of credit aggregating $5.6 million associated with facility leases and workers compensation insurance.