

ACCESS AGREEMENT

THIS ACCESS AGREEMENT is made as of the date set forth on the signature page hereto, for the benefit of The Greenbrier Companies, Inc., an Oregon corporation with address at One Centerpointe Drive, Ste. 200, Lake Oswego, OR 97035 (collectively with its subsidiaries and affiliates, "Grantor") by a person or entity whose legal name and signature appear on the signature page hereto under the caption "GRANTEE" ("Grantee").

WHEREAS, Grantee desires to access certain locations of the Grantor and its subsidiaries or affiliates (collectively, the "Property") for certain business purposes and Grantor has agreed to permit Grantee access under the terms and conditions of this agreement.

NOW, THEREFORE, in consideration of the covenants and conditions hereinafter set forth, the parties agree as follows:

1. **Access.** Prior to each and every entry onto the Property, Grantee shall first notify Grantor of its intention to do so and arrange the same at convenient time or times. Grantor reserves the right to revoke Grantee's access to the Property at any time for any reason or no reason in its sole and absolute discretion.

2. **Indemnity.** Grantee hereby agrees to indemnify, defend, protect and Grantor and Grantor's affiliates and their respective officers, directors, members, managers, employees, owners, parent, attorneys, agents, successors and assigns (collectively, "Indemnitees"), and hold Indemnitees forever harmless from and against any and all obligations, claims, demands, causes of action, liabilities, losses, damages, judgments, penalties, costs and expenses (including, without limitation, court costs and reasonable attorneys' fees and expenses) that may be imposed upon, asserted against or incurred or required to be paid by Indemnitees, or for which Indemnitees may become obligated or liable, by reason of arising out of, on account of, or in connection with Grantee or its employees', agents' or representatives' access to, entry upon, or use of, the Property, including, without limitation, any such liabilities, obligations, claims, damages, penalties, causes of action, costs and expenses by reason of any: (i) injury to or death of persons or loss of or damage to the Property or any property located thereon or (ii) visit the Property or performance of any labor or services at the Property or delivery to, or pickup from, the Property of any goods or property.

3. **Exhibits.** Grantee will comply with the terms contained in this agreement and the confidentiality provisions contained in Exhibit A. In addition, Grantee will comply with the insurance requirements applicable to the category of work or services to be provided as described in Exhibit B. The terms of each exhibit are incorporated herein by reference.

[Signatures on following page]

IN WITNESS WHEREOF, Grantee has executed this agreement as of
_____, 20__.

GRANTEE:

[Legal Entity Name]

By: _____

Name: _____

Title: _____

GRANTEE NOTICE ADDRESS:

GRANTEE EMAIL ADDRESS:

Exhibit A
Confidentiality

In connection with a visit to certain locations of Grantor, the Grantee identified on the signature page to the Access Agreement may receive or be provided with or otherwise learn or observe certain information or conditions.

As used herein, "Confidential Information" means any and all information relating to the Grantor, including without limitation:

- (a) Any information pertaining the existence of this Agreement or discussions in connection herewith;
- (b) Any information that is received by or provided to, or otherwise learned by, the Grantee from time to time, or that is overheard, viewed or otherwise becomes known to the Grantee, as a result of the Grantee's visit of the Grantor's premises or as a result of discussions with the Grantor's management and other representatives;
- (c) Any information about the environmental conditions on the Grantor's properties;
- (d) Any information about third-party persons or entities that entered or may enter into a business transaction or other relationship with the Grantor;
- (e) Any information the Grantor obtains under confidentiality arrangements with any third-parties;
- (f) Any information pertaining to the existence of any other agreements or communications between the Grantee and the Grantor or the Grantor and any third-party, and the terms of any of the foregoing;
- (g) Any and all data, deliverables, reports, interpretations and records containing or otherwise reflecting any such information, together with analyses, compilations, studies or other documents, whether prepared by the Grantee or the Grantor, that contain or otherwise reflect such information; and
- (h) Any information, whether intangible or embodied in tangible form, that is generally not publicly available and that is safeguarded by Grantor as confidential, the unauthorized disclosure of which reasonably would be considered prejudicial to the Grantor.

Notwithstanding the foregoing, the following will not constitute "Confidential Information" under this agreement:

- (a) Information (other than any information covered by clause (b) below) that the Grantee can demonstrate in writing existing prior to the date hereof was already in the Grantee's possession without any obligation of confidentiality, other than any such information provided by the Grantor,

whereupon such information shall cease to be deemed part of the Grantor's Confidential Information effective as of the date of such demonstration;

(b) Information that the Grantee can demonstrate was obtained by the Grantee from a third person who is not prohibited from transmitting the information to the Grantee by a contractual, legal or fiduciary obligation to any person or entity of which the Grantee is aware (after due inquiry), whereupon such information shall cease to be deemed part of the Grantor's Confidential Information effective as of the date of such demonstration; and

(c) Information that is or becomes generally publicly available through no fault of the Grantee (which, for the avoidance of doubt, shall not permit the Grantee to validate or otherwise acknowledge any public speculation or rumors related to the Confidential Information), whereupon such information shall cease to be deemed part of the Grantor's Confidential Information effective as of the date of such public availability.

For good and valuable consideration, the receipt of which is hereby acknowledged by the Grantee, the Grantee agrees (i) that the Confidential Information shall not be the property of the Grantee and, as between the Grantee and the Grantor, shall be the property of the Grantor, (ii) that the Confidential Information shall not be used or disclosed by the Grantee in any manner whatsoever, in whole or in part, other than in connection with the Grantee's communications with the Grantor or its representatives, and (iii) to return the Confidential Information to the Grantor promptly upon its request.

In the event that the Grantee is requested (by interrogatory, subpoena, deposition, civil investigation demand or other similar legal process) to disclose any Confidential Information, it is agreed that the Grantee will provide the Grantor with prompt notice of any such request or requirement so that the Grantor may either seek an appropriate protective order or waive, in its sole and absolute discretion, the Grantee's compliance with the provisions of this agreement. If, failing the entry of a protective order or the receipt of a waiver hereunder, the Grantee is compelled in the opinion of the Grantee's legal counsel to disclose any Confidential Information, the Grantee may disclose that portion of the Confidential Information that the Grantee is so compelled to disclose. In any event, the Grantee will not oppose action by the Grantor in any such proceeding to obtain an appropriate protective order or other reliable assurance that confidential treatment will be accorded the Confidential Information and will otherwise cooperate with the Grantor in any such proceeding.

The Grantee agrees that the enforcement of the restrictions contained in this agreement would not be unduly burdensome to the Grantee, and that the Grantor's remedy at law for their breach may be inadequate, such that the Grantor is entitled to injunctive or other equitable relief, without any obligation to post any bond. Furthermore, the Grantee consents to and waives any objections to the personal jurisdiction of the Oregon State court with subject matter jurisdiction over any action arising from this agreement. This agreement shall be governed by and construed in accordance with the laws of the State of Oregon applicable to contracts made in and to be performed in that state. This agreement is for the sole and exclusive benefit of the Grantor.

Exhibit B

Categories of Work or Services to be Provided by Grantee/Contractor

Category One	Category Two
Electrical contractors, Plant repair or upgrades	Office equipment vendors, new equipment install or repairs
Engineers, Plant repair or upgrades	Door Contractors, Install or repair shop steel doors
Construction contractors, Plant repair or upgrades	Location Contractors, Locate utility Line
Steel fabrication contractors, piping systems	Line spraying Contractors, Striping Parking lots
Roofing Contractors, Roof repair	Vending machine vendors
Foundation contractors, equipment concrete foundations	Surveyors
HVAC contractors, building heating and air conditioning systems	Part supply vendors, all types for Marine and rail (goods no services)
Refrigeration unit installers, Box Car production line	Fire extinguisher inspections and maintenance
Hydraulic contractors	Maintenance of fire suppression systems
Piping contractors, plant sprinkler systems	Part washer maintenance
Plant equipment vendors, new equipment install or repair	Overhead crane inspectors and maintenance
Tank cars cleaning providers	Customer and Regulatory inspectors
Installation of fire suppression systems	
Blasting and painting	
Equipment installation and demolition (integral part of building like heater or boiler)	

Insurance Requirements for Category One Grantee/Contractors

During the term of this Agreement, Category One Grantee/Contractor shall, at its sole cost and expense, keep or cause to be kept with insurance companies acceptable to Grantor the following insurance coverages:

1. **Commercial General Liability Insurance.** This insurance shall contain broad form contractual liability with a combined single limit of a minimum of \$5,000,000 each occurrence and include coverage for, but not limited to, the following:
 - a) Bodily injury and property damage
 - b) Personal injury and advertising Injury
 - c) Products and completed operations
 - d) Contractual liability
 - e) Definition of insured contract to remove exclusion for work within 50 feet of a railroad track, if work is performed near railroad track
 - f) Amend Worker's Compensation and similar laws exclusion to not apply to any obligation of the insured under Federal Employer's Liability Acts as amended, as applicable
 - g) If digging, trenching, excavation, blasting or use of explosives is involved, the CGL policy shall not contain exclusion for XCU (Explosion, Collapse and Underground) coverage
 - h) Waiver of subrogation in favor of Grantor
 - i) Additional insured endorsement in favor of Grantor
 - j) Separation of insureds
 - k) The policy shall be primary and non-contributing with respect to any insurance carried by Grantor
2. **Business Automobile Insurance.** This insurance shall contain a combined single limit of at least \$1,000,000 for all owned, non-owned and hired vehicles.
3. **Workers' Compensation and Employers' Liability Insurance.** This insurance shall include coverage for:
 - a) Contractor's statutory liability under the workers' compensation laws of the state(s) in which the work is to be performed. If optional under State law, the insurance must cover all employees anyway.
 - b) Employers' Liability (Part B) with limits of at least \$1,000,000 each accident, \$1,000,000 by disease policy limit, \$1,000,000 by disease each employee
 - c) Waiver of subrogation shall be added to this insurance in favor of Grantor.
4. **Pollution Insurance:** If work involves hazardous materials, lead or asbestos abatement, Contractor shall provide a separate policy or it may be included under the general liability coverage for Contractor's Pollution Liability. The coverage should provide minimum limits of \$1,000,000 each occurrence. If coverage is provided on a claims-made basis the

retroactive date must be prior to the work being performed and continued for two years after work completed. This coverage shall name Grantor as an additional insured.

5. All insurance policies must be written by a reputable insurance company with a current Best's Guide Rating of A- and Class VII or better, and authorized to do business in the state(s) in which the service is to be provided.
 6. Contractor shall provide appropriate certificates of insurance to evidence Contractor's compliance with the insurance requirements of this Exhibit and shall cooperate with Grantor in preparing and filing claims and proof of loss.
 7. Contractor or their insurance carrier shall provide Grantor with thirty (30) days' prior written notice of cancellation or termination of any policy required in this Exhibit, and the insurance shall not be impaired or invalidated by, any act or neglect of the Contractor.
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