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Ms. Lucille Marvin
Office of Public Assistance, Government
Affairs & Compliance
Surface Transportation Board
395 E. Street, SW
Washington, DC 20423



Re: TTX Company Finance Docket No. 27590

Dear Ms. Marvin,

I enclose for filing with your office, the following documents:

- F.D. 27590 TTX Form A Car Contract: Supplement No. 242, which provides a voluntary mechanism whereby a carrier(s) can loan a portion of its Intermodal Entitlement to a Fleet Segment(s) to another carrier. The new methodology shall be effective October 1, 2018.
- F.D. 27590 TTX Form A Car Contract: Supplement No. 243, seeks to provide a maximum number of interchange locations that can be used for Distribution Instruction (DI) fulfillment. The new methodology shall be effective January 1, 2018.

A copy of this letter and the Supplements are enclosed. Please stamp the acknowledgement copy with the filing date and return it to the messenger.

Sincerely,

A handwritten signature in blue ink is located below the word 'Sincerely,'. The signature appears to read 'Shannon K. Bagato'.

Shannon K. Bagato
Assistant General Counsel
(312) 984-3834
Shannon.Bagato@ttx.com

Enclosures

SUPPLEMENT NO. 243
to the
TTX COMPANY FORM A CAR CONTRACT
AMENDING SUPPLEMENT NO. 220, IN PART
(Effective October 1, 2018)



Pursuant to action taken by the TTX Board of Directors on September 13, 2018, Supplement No. 220 to the Form A Car Contract is hereby amended, in part, as set forth herein.

I. Purpose

Distribution Instruction (DI) fulfillment can be facilitated by better correlating the number of interchange locations that can be used for DI fulfillment to the number of platforms specified on that DI, maximizing the number of platforms, and consequently train length, per interchange location.

The purpose of this Supplement is to partially amend DI fulfillment as set forth in Supplement 220 for Penalty and Relocation DIs between Carriers.

II. Railcars Subject to the Supplement

This Supplement applies to the following TTX Intermodal Fleet Segments ("Fleet Segment") and any successor Fleet Segments:

DTTX 40' – any double-stack with a well length < 53'

DTTX 53' – any double-stack with a well length ≥ 53'

Conventional (CONV) – any TTX Intermodal railcar other than a double-stack.

III. Definitions

Delivering Carrier – The "From" Carrier specified on a DI; i.e. the Carrier which is designated to deliver in interchange to a Receiving Carrier the platforms specified on a DI.

Receiving Carrier – The "To" Carrier specified on a DI; i.e. the Carrier which is designated to receive in interchange from a Delivering Carrier the platforms specified on a DI.

Distribution Instruction (DI) Set – The number of platforms specified on a specific DI translated into train sets, with:

	Fleet Segment		
	<u>DTTX 40'</u>	<u>DTTX 53'</u>	<u>CONV</u>
Platforms per Set	250	200	110

Minimum – The least amount of Platforms that will be issued for a DI, and the least amount of platforms eligible to be delivered (interchanged) at a single location on a DI. The current Minimum is 20 platforms.

IV. Process

- A. For a Penalty DI, in the absence of a separate bi-lateral agreement between a Delivering and Receiving Carrier pair:
 1. The Delivering Carrier will follow the matrix in Exhibit 1 for the maximum number of interchange locations it can use to deliver platforms to a Receiving Carrier in fulfillment of that Penalty DI.
 2. The Delivering Carrier will provide the Receiving Carrier and TTX the specific interchange locations it is choosing, and the amount of platforms to be delivered at those locations, after the DI becomes active. The amount of platforms delivered at any location cannot be less than the Minimum.
 3. The Delivering Carrier will only interchange empty serviceable/operational railcars, in compliance with AAR interchange requirements.
 4. It is the responsibility of the Delivering and Receiving Carriers to monitor the accuracy and fulfillment status of DIs. Platforms delivered to locations beyond the number specified in Exhibit 1 will not count towards fulfillment of that Penalty DI unless agreed to by the Receiving Carrier. If two or more active Penalty DIs exist between the same Carrier pairs for the same Fleet Segment, any "spillover" from fulfillment of one Penalty DI may be applied to fulfillment of the next Penalty DI if agreed to by the Receiving Carrier.
 5. Requests to extend the Penalty DI fulfillment timeframe must be agreed to by the Receiving Carrier and communicated to TTX before the Penalty DI's expiration.
- B. For a Relocation DI, in the absence of a separate bi-lateral agreement between a Delivering and Receiving Carrier pair:
 1. The Receiving Carrier will follow the matrix in Exhibit 1 for the maximum number of interchange locations it can designate to receive platforms at from a Delivering Carrier in fulfillment of a Relocation DI. The amount of platforms designated to be received at any interchange location cannot be less than the Minimum.
 2. The Receiving Carrier will provide the specific interchange locations to TTX immediately upon notification that the Relocation DI is being created. If the Receiving Carrier has not provided interchange locations within 24 hours from when it was notified by TTX of the Relocation DI's creation, the interchange location(s) will default to the last location(s) used on a Relocation DI between those Carrier pairs.
 3. The Delivering Carrier will only interchange empty serviceable/operational railcars, in compliance with AAR interchange requirements, from the Fleet Segment specified on the Relocation DI to the locations(s) and in the amounts designated per Section IV(B)(2).

- C. Receiving Carriers must be provided a timely advance notice of interchanges towards any DI fulfillment.
- D. If a separate bi-lateral agreement exists between a Delivering and Receiving Carrier pair for a Penalty or Relocation DI, that agreement will take precedence over the matrix in Exhibit 1.
- E. Any Re-distribution, Determining Interchange Locations, Use of an Intermediate Carrier, Compliance with a DI, and Collection of Charges and Arbitration rules in Supplement 220 (or its successor Supplement) not specifically amended herein remain in effect.

Exhibit 1

<u>DI Sets</u>	<u>Maximum Locations to be Used in Interchange for DI Fulfillment*</u>
≤ 1	3
> 1 and ≤ 2	4
> 2	5

* The number of platforms delivered at any location cannot be less than the Minimum.

SUPPLEMENT NO. 242
to the
TTX COMPANY FORM A CAR CONTRACT
AMENDING SUPPLEMENT NO. 220, IN PART
(Effective October 1, 2018)



Pursuant to action taken by the TTX Board of Directors on September 13, 2018, Supplement No. 220 to the Form A Car Contract is hereby amended, in part, as set forth herein.

I. Purpose

The purpose of this Supplement is to facilitate voluntary fulfillment of an “increase” Entitlement Objective (hereafter the “Increase Objective”) between Carriers.

II. Definitions

Requesting Carrier – Carrier which submitted the Increase Objective for a Fleet Segment and who does not have any platforms on-line which are either Surplus or on relief in that Fleet Segment.

III. Process

- A. The Requesting Carrier shall submit an Increase Objective to TTX for a Fleet Segment via UFD (or its successor system) only during the once-monthly request process as described in Supplement 220 (or its successor Supplement). The Requesting Carrier must be fully on car hire for that Fleet Segment, including no offers for car hire relief, at the time of the request.
- B. TTX will notify all Carriers of any Increase Objective(s). Such notification will include the Fleet Segment and number of platforms specified. Responding Carriers must then notify TTX in writing within five (5) business days following TTX’s notification (“the 5-day Transaction Period”) with the number of platforms the Carrier will give (“Decrease Objective”) to the Requesting Carrier to meet its Increase Objective.
 - 1. The Requesting Carrier cannot amend its Increase Objective once TTX notifies the Carriers. The Requesting Carrier may, however, withdraw its Increase Objective prior to the conclusion of the 5-day Transaction Period.
 - 2. The Requesting Carrier cannot pre-arrange or choose which Responding Carriers it wishes to participate in its Increase Objective.
 - 3. The 5-day Transaction Period will remain open in its entirety to provide all Responding Carriers an opportunity to reply, even if the Requesting Carrier’s Increase Objective is met before all Responding Carriers have replied with their Entitlement Objectives.

4. Responding Carriers may amend their Entitlement Objective prior to the conclusion of the 5-day Transaction Period. Individual Carrier responses cannot exceed the number of platforms the Requesting Carrier seeks.
 5. If a Carrier does not respond to TTX's notification, that Carrier's response will default to "maintain"; i.e. such Carrier wishes to maintain its current Entitlement position.
- C. If at the conclusion of the 5-day Transaction Period the Requesting Carrier's Increase Objective is fulfilled, TTX will notify all Carriers that the request has been met. TTX will then adjust both the Requesting and Responding Carriers' Entitlements accordingly by the next practical weekly network distribution period in UFD (or its successor system).
1. Upon the expiration of the 5-day Transaction Period, Decrease Objectives received from Responding Carriers are considered binding and cannot be withdrawn unless the Requesting Carrier also agrees to withdraw its request.
 2. If the aggregate amount of all individual Decrease Objectives provided by the Responding Carriers exceeds the Requesting Carrier's Increase Objective, TTX will apportion (reduce) the offered platforms between the Responding Carriers based on the percentage of platforms each Carrier offered against the total offered. See Exhibit 1.
- D. If at the conclusion of the 5-day Transaction Period the Requesting Carrier's Increase Objective is not fulfilled, TTX will notify all Carriers that the request has not been met. Immediately thereafter the process set forth herein in (D)(1) and (D)(2) will commence and remain in effect for up to 30 calendar days or until such time that the Requesting Carrier's Increase Objective is fulfilled, withdrawn, or cancelled, whichever is sooner:
1. All railcars on relief in that Fleet Segment on all Surplus Carriers will be placed fully back on car hire and no car hire relief requests from any Carrier will be processed for that Fleet Segment.
 2. During those 30 calendar days, TTX will contact all non-Requesting carriers to ask about their longer-term Entitlement needs and whether any can contribute to the Requesting Carrier's Increase Objective.
 3. If anytime between the conclusion of the 5-day Transaction Period and the conclusion of the 30 days set forth in Section III(D) the Requesting Carrier's Increase Objective is fulfilled, TTX will notify all Carriers that the request has been met and will then adjust both the Requesting and Responding Carrier's Entitlements accordingly by the next practical weekly network distribution period in UFD (or its successor system). If the aggregate amount of all individual Decrease Objectives received from Responding Carriers exceeds the Requesting Carrier's Increase Objective, the same process described in Section III(C)(2) will be applied.

- a. If multiple Increase Objectives exist simultaneously, any Decrease Objectives received will first be applied to the oldest corresponding Increase Objective.
 - b. Partial fulfillment of the Requesting Carrier's Increase Objective is considered binding and cannot be withdrawn unless the Requesting Carrier also agrees to withdraw its request. TTX will then adjust both the Requesting and Responding Carriers' Entitlements accordingly by the next practical weekly network distribution period in UFD (or its successor system).
4. The process set forth in Section III(D)(1) cannot overlap between 2 successive months for the same Requesting Carrier for the same Fleet Segment. As an example, if the conclusion of the 5-day Transaction period is on January 9th, 2018, 30 calendar days later is February 8th, 2018. February 8th, 2018 extends past the February 6th, 2018 Entitlement request opportunity. Therefore, if the Requesting Carrier's Increase Objective from January 2018 remains unfulfilled through February 8th, the next opportunity for the process set forth in Section III(D)(1) to be enacted would be March 2018.
- E. For Section III(D) to be in effect, the Requesting Carrier must remain fully on car hire for the Fleet Segment it submitted an Increase Objective in until its Increase Objective is either fulfilled, withdrawn, or the 30 calendar day term has expired, whichever is sooner. If the Requesting Carrier should instead elect to begin seeking car hire relief on that Fleet Segment, its Increase Objective will be immediately cancelled with notification provided to all Carriers it has been cancelled. The 5-day pre-relief waiting (turn-back) period will be in effect for all such subsequent offers for relief from all Carriers.
 1. In the event an Increase Objective is cancelled, withdrawn, fulfilled or left unfulfilled, any car hire or mileage related charges collected/accrued as a result of the process described in Section III(D) will not be credited back to the affected Carriers, regardless if the accounting period is open or closed.

Exhibit 1

Entitlement Increase objective	Requesting Carrier <u>D</u>	Entitlement decrease objective	<u>Surplus/non-Surplus Carriers</u>				<u>Total</u>
			<u>A</u>	<u>B</u>	<u>C</u>	<u>E</u>	
	1,000		500	200	400	100	1,200
		Percent of total offered	41.7%	16.7%	33.3%	8.3%	100.0%
		Will decrease its Entitlement by:	417	167	333	83	1,000