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September 21, 2010

Office of Public Assistance

SEP 29 2010

Part of Public Record

SEP 28 2010

RECEIVED

Mr. Matthew Wallen
Director
Office of Public Assistance,
Governmental Affairs and Compliance
Surface Transportation Board
395 E Street, S.W.
Washington, DC 20423-0001

Re: TTX Company Finance Docket No. 27590
TTX Company Finance Docket No. 27589
TTX Company Finance Docket No. 29121

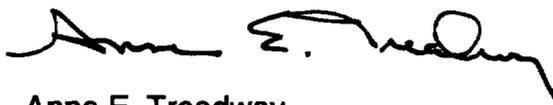
Dear Mr. Wallen:

I enclose for filing in the above-captioned docket, the following documents, which were recently approved by the TTX Company Board of Directors:

F.D. 27589: TTX Form BX Car Contract: Amendment No. 22, to facilitate the return of leased TTX railcars, effective January 1, 2011;
F.D. 27590: TTX Form A Car Contract: Supplement No. 217, to facilitate the return of leased TTX railcars, effective January 1, 2011; and,
F.D. 29121: TTX Form G Car Contract: Amendment No. 17, to facilitate the return of leased TTX railcars, effective January 1, 2011.

An acknowledgment copy of this letter with has been enclosed. Please stamp the acknowledgment copy with the filing date and return it to the messenger.

Very truly yours,



Anne E. Treadway
Assistant General Counsel

Enclosures

ENTERED
Office of Proceedings
SEP 29 2010
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SUPPLEMENT NO. 217
To TTX COMPANY FORM A CAR CONTRACT
(Effective January 1, 2011)

Pursuant to action taken by the TTX Board of Directors on September 16, 2010, the Form A Car Contract is hereby amended by this Supplement 217, effective January 1, 2011. The purpose of this Supplement is to facilitate the return of leased TTX railcars where leases are terminating and the railcars may need to be returned to the Lessor. Carriers will timely return the railcars designated by TTX consistent with the following terms and conditions:

- (1) TTX will provide the Carrier written notice at least six (6) months prior to the expiration of the lease and provide: (i) the number and location of leased railcars in the Carrier's possession; (ii) the corresponding car initials and numbers; and (iii) the location to which the Carrier shall deliver the railcar(s). After the initial notice, TTX will notify the Carrier once per month until the identified leased railcars have been moved from the Carrier to the location designated by TTX.
- (2) The cost to move the railcar(s) to the location identified in (1)(iii) above will be handled consistent with Supplement 78 or its successor.
- (3) If upon termination of an applicable lease agreement leased railcars remain in a Carrier's possession, such Carrier will be responsible for all amounts that may be imposed upon TTX under such lease agreement (including, but not limited to, lease rental or car hire as defined in the lease, interest, penalties or other amounts) or as agreed upon between the Lessor and TTX for holding the leased asset beyond the lease term. The Carrier will be responsible for these amounts until the leased railcar or railcars have been returned per TTX's instructions.

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AMENDMENT NO. 17
To TTX COMPANY FORM G CAR CONTRACT
(Effective January 1, 2011)

Pursuant to action taken by the TTX Board of Directors on September 16, 2010, the Form G Car Contract is hereby amended by this Amendment 17, effective January 1, 2011. The purpose of this Amendment is to facilitate the return of leased TTX railcars where leases are terminating and the railcars may need to be returned to the Lessor. Carriers will timely return the railcars designated by TTX consistent with the following terms and conditions:

- (1) TTX will provide the Carrier written notice at least six (6) months prior to the expiration of the lease, or six (6) months prior to the date on which TTX determines the cars are needed for return, of the following: (i) the number and location of leased railcars in the Carrier's possession; (ii) the corresponding car initials and numbers; (iii) any lease terms that would apply in the event that cars are not timely returned; and (iv) the location to which the Carrier shall deliver the railcar(s). After the initial notice, TTX will notify the Carrier once per month until the identified leased railcars have been moved from the Carrier to the location designated by TTX.
- (2) The cost to move the railcar(s) to the location identified in (1)(iv) above will be handled consistent with Supplement 78 of the Form A Car Contract or its successor.
- (3) If after six months following the provision of notice to the Carrier leased railcars remain in a Carrier's possession, such Carrier will be responsible for all amounts that may be imposed upon TTX under such lease agreement (including, but not limited to, lease rental, interest, penalties or other amounts as defined in the lease) or as agreed upon between the Lessor and TTX for holding the leased asset(s) beyond the lease term. The Carrier will be responsible for these amounts until the leased railcar or railcars have been returned per TTX's instructions.

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AMENDMENT NO. 22
To TTX COMPANY FORM BX CAR CONTRACT
(Effective January 1, 2011)

Pursuant to action taken by the TTX Board of Directors on September 16, 2010, the Form BX Car Contract is hereby amended by this Amendment 22, effective January 1, 2011. The purpose of this Amendment is to facilitate the return of leased TTX railcars where leases are terminating and the railcars may need to be returned to the Lessor. Carriers will timely return the railcars designated by TTX consistent with the following terms and conditions:

- (1) TTX will provide the Carrier written notice at least six (6) months prior to the expiration of the lease, or six (6) months prior to the date on which TTX determines the cars are needed for return, of the following: (i) the number and location of leased railcars in the Carrier's possession; (ii) the corresponding car initials and numbers; (iii) any lease terms that would apply in the event that cars are not timely returned; and (iv) the location to which the Carrier shall deliver the railcar(s). After the initial notice, TTX will notify the Carrier once per month until the identified leased railcars have been moved from the Carrier to the location designated by TTX.
- (2) The cost to move the railcar(s) to the location identified in (1)(iv) above will be handled consistent with Supplement 78 of the Form A Car Contract or its successor.
- (3) If after six months following the provision of notice to the Carrier leased railcars remain in a Carrier's possession, such Carrier will be responsible for all amounts that may be imposed upon TTX under such lease agreement (including, but not limited to, lease rental, interest, penalties or other amounts as defined in the lease) or as agreed upon between the Lessor and TTX for holding the leased asset(s) beyond the lease term. The Carrier will be responsible for these amounts until the leased railcar or railcars have been returned per TTX's instructions.

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