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ELIAS C. ALVORD (1942)
ELLSWORTH C. ALVORD (1964)
ROBERT W. ALVORD (2011)

March 9, 2015

Chief
Section of Administration
Office of Proceedings
Surface Transportation Board
395 E Street, S.W.
Washington, D.C. 20423

Dear Section Chief,

Enclosed for recordation pursuant to the provisions of 49 U.S.C. Section 11301(a) are two (2) copies of a First Amendment to the Railcar Lease, dated as of June 23, 2014, a secondary document as defined in the Board's Rules for the Recordation of Documents.

The enclosed document relates to the Railcar Lease previously filed with the Board under Recordation Number 18857.

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

Owner Trustee/
Lessor:

U.S. Bank National Association (as successor
to Shawmut Bank Connecticut, National
Association)
Goodwin Square,
225 Asylum Street, 23rd Floor
Hartford, CT 06103

Lessee:

Northern Indiana Public Service Company
5264 Holman Ave
Hammond IN 46320

A description of the equipment covered by the enclosed document is:

363 railcars: NORX 2811 – NORX 3190 (excluding the following
casualties: NORX 2859, NORX 2880, NORX 2899, NORX 2907, NORX

Section Chief
March 9, 2015
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2922, NORX 2960, NORX 3048, NORX 3092, NORX 3142, NORX 2828,
NORX 3115, NORX 2977, NORX 2920, NORX 2979, NORX 3006, NORX
3017 and NORX 3167.)

A short summary of the document to appear in the index is:

First Amendment to the Railcar Lease.

Also enclosed is a check in the amount of \$43.00 payable to the order of
the Surface Transportation Board covering the required recordation fee.

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

Very truly yours,


for
Edward M. Luria

EML/cem
Enclosures

FIRST AMENDMENT TO THE RAILCAR LEASE
SURFACE TRANSPORTATION BOARD

THIS FIRST AMENDMENT (“Lease Amendment”) to the Railcar Lease dated as of June 1, 1994 (the “Lease”) between U.S. Bank National Association, not in its individual capacity but solely as successor owner trustee under the Trust Agreement dated as of June 1, 1994 between the Owner Participant and Shawmut Bank Connecticut, National Association, as Lessor, and Northern Indiana Public Service Company (“NIPSCO”), as Lessee (the “Lessee”).

WHEREAS, pursuant to Section 25(a)(i) of the Lease, the Lessee has the option to renew the Lease on 363 railcars still remaining under the Lease for an additional five (5) year term (such railcars being more specifically described on *Exhibit A* hereto);

WHEREAS, on June 23, 2014, NIPSCO notified Owner Participant and Lessor of NIPSCO’s election to exercise its option to extend the term of the Lease for an additional five year term, until December 22, 2019; and

WHEREAS, the parties agree to enter into this Lease Amendment to evidence the parties’ agreement to extend the Lease for an additional five year term and to document the Fixed Rent during the five year term.

NOW THEREFORE, in consideration of the mutual covenants and agreements contained herein, the sufficiency of which is acknowledged by all parties, all parties agree to amend the Lease as follows:

1. Capitalized Terms. All capitalized terms used in this Lease Amendment shall have the same meaning as is ascribed to such terms in the Lease unless otherwise indicated herein.

2. Term of Renewal. Pursuant to Section 25(a)(i) of the Lease and, unless further extended or terminated earlier in accordance with the terms of the Lease, the Term of the Lease will continue from December 23, 2014 through December 22, 2019 (the “First Renewal Term”) for all Items of Equipment.

3. Fixed Rent. In accordance with Section 25(a)(i) of the Lease, the Fixed Rent payable semi-annually during the First Renewal Term for an Item of Equipment shall be \$853.38, which shall be at a rate equal to 50% of the average amount of each installment of Fixed Rent payable in respect of such Item during the Basic Term.

4. Terms of Lease. Except as expressly amended by this Lease Amendment, all terms, conditions and covenants contained in the Lease shall remain unaltered and in full force and effect in accordance with its respective terms and are hereby ratified and confirmed in all respects.

5. Recordation of Lease Amendment. Promptly following the execution and delivery of this Lease Amendment, the Lessee shall cause this Lease Amendment to be duly filed for recording with the Surface Transportation Board and shall provide the recording information with respect to this Lease Amendment to the Lessor promptly following receipt thereof.

6. Execution. This Lease Amendment may be executed in any number of counterparts, each of which when executed and delivered shall be deemed an original and all together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the duly authorized representatives of the Lessor and Lessee hereby execute this Lease Amendment as of the date first set forth above.

**NORTHERN INDIANA PUBLIC SERVICE
COMPANY, Lessee**

By:



Michael J. Finissi,
Senior Vice President and Chief
Operating Officer

Printed:

Title:

Date:

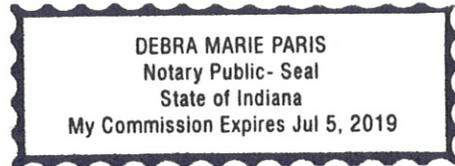
11-24-14

Subscribed and sworn to before me
this 24 day of November, 2014.

Debra Marie Paris

Notary Public

My commission expires: July 5, 2019

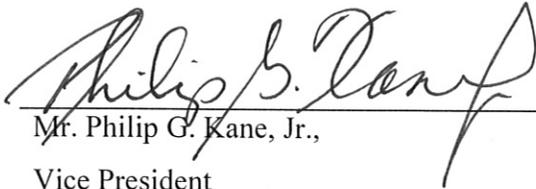


U.S. BANK NATIONAL ASSOCIATION,

not in its individual capacity but Solely as Owner

Trustee, Lessor

By:



Mr. Philip G. Kane, Jr.,
Vice President

Printed:

Title:

Date:

_____ 11-26-14 _____

Subscribed and sworn to before me
this 26 day of November 2014.



Notary Public DAWN P. HEINTZ

My commission expires: MAY 31, 2017

Exhibit A

363 railcars NORX 2811 - NORX 3190, not including the following casualties:

NORX	2859
NORX	2880
NORX	2899
NORX	2907
NORX	2922
NORX	2960
NORX	3048
NORX	3092
NORX	3142
NORX	2828
NORX	3115
NORX	2977
NORX	2920
NORX	2979
NORX	3006
NORX	3017
NORX	3167

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CERTIFICATION

I, Edward M. Luria, an attorney licensed to practice in the District of Columbia, the State of Delaware and the Commonwealth of Pennsylvania, do hereby certify under penalty of perjury that I have compared the attached copy with the original thereof and have found the copy to be complete and identical in all respects to the original document.

Dated: March 9, 2015

Edward M. Luria

Edward M. Luria