LAW OFFICES

ROSS & HARDIES

A PARTNERSHIP INCLUDING PROFESSIONAL CORPORATIONS

150 NORTH MICHIGAN AVENUE

CHICAGO, ILLINOIS 60601-7567

312-558-1000

FAX
312-750-8600

WRITER'S DIRECT LINE: (312) 750-8655
WRITER'S DIRECT FAX: (312) 920-6161
WRITER'S EMAIL: susan.lichtenfeld@rosshardies.com

PARK AVENUE TOWER
65 EAST 55TH STREET
NEW YORK, NEW YORK 10022-3219
212-421-5555

888 SIXTEENTH STREET, N.W.
WASHINGTON, D.C. 20006-4103
202-296-8600

SUSAN G. LICHTENFELD

June 18, 1999

RECORDATION NO. 22204 FILED

JUN 21 '99 2-55PM

VIA PERSONAL DELIVERY
Mr. Vernon A. Williams
Secretary
Office of the Secretary
Surface Transportation Board
1925 K Street, N.W.
Washington, D.C. 20423

Dear Mr. Williams:

Enclosed for recordation pursuant to the provisions of 48 U.S.C. Section 11301(a) are two original executed copies and three photostatic copies of a Memorandum of Railcar Security Agreement, dated as of June 17 , 1999, between Johnstown America Corporation ("Secured Party") and The Detroit Edison Company ("Debtor"), a primary document as defined in the Commissioner's Rules for the Recordation of Documents.

The names and addresses of the parties to the enclosed Memorandum of Railcar Security Agreement are:

Secured Party: Johnstown America Corporation
17 Johns Street
Johnstown, Pennsylvania 15901

Debtor: The Detroit Edison Company
2000 2nd Avenue
Detroit, Michigan 48226

A description of the railroad equipment covered by the enclosed document is set forth in the Memorandum of Railcar Security Agreement.

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Also enclosed is a check in the amount of $26.00 payable to the order of the Surface Transportation Board covering the required recordation fee.

Kindly return one stamped original copy and three stamped photostatic copies of the enclosed document and the stamped photostatic copy of this letter to Susan G. Lichtenfeld at Ross & Hardies, 150 North Michigan Avenue, Suite 2500, Chicago, Illinois 60601.

Following is a short summary of the enclosed document:

Document to be Recorded

Memorandum of Railcar Security Agreement, dated as of June 17, 1999 between Johnstown America Corporation, as Secured Party, and The Detroit Edison Company, as Debtor, relating to 125 aluminum BethGon cars marked DEEX 990375 through DEEX 990499 (both inclusive).

Very truly yours,

Susan Lichtenfeld

Susan G. Lichtenfeld

SGL/vgc
w/encl.
cc: Robert W. Kleinman
Joseph A. McQuade

RECORDATION NO. 22204 FILED

JUN 21 '99 2-55PM

MEMORANDUM OF RAILCAR SECURITY AGREEMENT

This Memorandum of Railcar Security Agreement is made and entered into as of June 17, 1999, by and between JOHNSTOWN AMERICA CORPORATION (hereinafter referred to as "Secured Party") and THE DETROIT EDISON COMPANY (hereinafter referred to as "Lessee").

Pursuant to the Railcar Manufacturing Agreement dated as of August 1, 1998 (the "Manufacturing Agreement") between Secured Party and Lessee, and subject to the terms and conditions therein set forth, Secured Party has agreed to manufacture and sell to The Detroit Edison 1999 Railcar Trust ("Trust"), certain railcars, including the railcars identified on Schedule A hereto (the "Railcars").

Lessee will be taking possession of the Railcars and use such Railcars prior to delivery to the Trust of title to the Railcars and payment by the Trust of the purchase price for the Railcars. As security for the payment and fulfillment of the purchase obligations to Secured Party under the Manufacturing Agreement pursuant to Section 7 of the Manufacturing Agreement, Lessee grants to Seller a security interest in Lessee's interest in the Railcars and the products, proceeds and accessions of and to any of the Railcars, together will all right, title and interest of Lessee therein and all rights and remedies which Lessee might exercise with respect thereto but for the execution of the Manufacturing Agreement. Lessee does not have title, legal or equitable, to the railcars.

As contemplated by the Manufacturing Agreement, Secured Party and Lessee hereby make this Memorandum of Railcar Security Agreement to confirm and perfect Secured Party's security interest in the Railcars. Secured Party and Lessee further acknowledge and confirm that this Memorandum of Railcar Security Agreement is not a summary of the Manufacturing Agreement nor a complete recitation of the terms and provisions thereof. Accordingly, Secured Party and Lessee agree that in the event of a conflict between this Memorandum of Railcar Security Agreement and the provisions of the Manufacturing Agreement, the provisions of the Manufacturing Agreement shall control. Secured Party agrees to convey title by warranty deed to the Trust upon payment of the purchase price for the Railcars by the Trust.

This Memorandum of Railcar Security Agreement may be executed in any number of counterparts, each executed counterpart constituting an original but all together constituting only one and the same agreement.

IN WITNESS WHEREOF, each of the parties hereto, pursuant to due corporate authority, has caused this Memorandum of Railcar Security Agreement to be duly executed in its corporate name by its officers, thereunto duly authorized, all as of the date first above written.

SECURED PARTY:	LESSEE:
JOHNSTOWN AMERICA CORPORATION	THE DETROIT EDISON COMPANY
By: Michael P. Siska Jr	By:
Name: MICHAEL P. SISKA Jr	Name:
Title: CONTRACT ADMIN.	Title:

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RECORDATION NO. 22204 FILED

JUN 21 '99 2-55PM

MEMORANDUM OF RAILCAR SECURITY AGREEMENT

This Memorandum of Railcar Security Agreement is made and entered into as of June 17, 1999, by and between JOHNSTOWN AMERICA CORPORATION (hereinafter referred to as "Secured Party") and THE DETROIT EDISON COMPANY (hereinafter referred to as "Lessee").

Pursuant to the Railcar Manufacturing Agreement dated as of August 1, 1998 (the "Manufacturing Agreement") between Secured Party and Lessee, and subject to the terms and conditions therein set forth, Secured Party has agreed to manufacture and sell to The Detroit Edison 1999 Railcar Trust ("Trust"), certain railcars, including the railcars identified on Schedule A hereto (the "Railcars").

Lessee will be taking possession of the Railcars and use such Railcars prior to delivery to the Trust of title to the Railcars and payment by the Trust of the purchase price for the Railcars. As security for the payment and fulfillment of the purchase obligations to Secured Party under the Manufacturing Agreement pursuant to Section 7 of the Manufacturing Agreement, Lessee grants to Seller a security interest in Lessee's interest in the Railcars and the products, proceeds and accessions of and to any of the Railcars, together will all right, title and interest of Lessee therein and all rights and remedies which Lessee might exercise with respect thereto but for the execution of the Manufacturing Agreement. Lessee does not have title, legal or equitable, to the railcars.

As contemplated by the Manufacturing Agreement, Secured Party and Lessee hereby make this Memorandum of Railcar Security Agreement to confirm and perfect Secured Party's security interest in the Railcars. Secured Party and Lessee further acknowledge and confirm that this Memorandum of Railcar Security Agreement is not a summary of the Manufacturing Agreement nor a complete recitation of the terms and provisions thereof. Accordingly, Secured Party and Lessee agree that in the event of a conflict between this Memorandum of Railcar Security Agreement and the provisions of the Manufacturing Agreement, the provisions of the Manufacturing Agreement shall control. Secured Party agrees to convey title by warranty deed to the Trust upon payment of the purchase price for the Railcars by the Trust.

This Memorandum of Railcar Security Agreement may be executed in any number of counterparts, each executed counterpart constituting an original but all together constituting only one and the same agreement.

IN WITNESS WHEREOF, each of the parties hereto, pursuant to due corporate authority, has caused this Memorandum of Railcar Security Agreement to be duly executed in its corporate name by its officers, thereunto duly authorized, all as of the date first above written.

SECURED PARTY:	LESSEE:
JOHNSTOWN AMERICA CORPORATION	THE DETROIT EDISON COMPANY
By:	By:
Name:	Name: G. C. ARVAN
Title:	Title: Assistant Treasurer-Banking

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COMMONWEALTH OF PENNSYLVANIA)
) SS:
COUNTY OF CAMBRIA)

On this 18th day of June, 1999, before me personally appeared, Michael P. Siska Jr., to me personally known, who being duly sworn, says that he is an officer of JOHNSTOWN AMERICA CORPORATION, a Delaware corporation, that said instrument was signed on behalf of said corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

Carolyn A. Phillips
Notary Public

NOTARIAL SEAL

My Commission Expires:

NOTARIAL SEAL
CAROLYN A. PHILLIPS, Notary Public
Johnstown, Cambria County, PA
My Commission Expires June 7, 2001

STATE OF MICHIGAN)
) SS:
COUNTY OF WAYNE)

On this ____ day of June, 1999, before me personally appeared, _____, to me personally known, who being duly sworn, says that he is an _____ of THE DETROIT EDISON COMPANY, a Michigan corporation, that said instrument was signed on behalf of said corporation by an officer duly authorized to sign said instrument, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

_____
Notary Public

NOTARIAL SEAL

My Commission Expires:

COMMONWEALTH OF PENNSYLVANIA)
) SS:
COUNTY OF CAMBRIA)

On this ____ day of June, 1999, before me personally appeared, _____, to me personally known, who being duly sworn, says that he is an officer of JOHNSTOWN AMERICA CORPORATION, a Delaware corporation, that said instrument was signed on behalf of said corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

_____
Notary Public

NOTARIAL SEAL

My Commission Expires:

STATE OF MICHIGAN)
) SS:
COUNTY OF WAYNE)

On this 17th day of June, 1999, before me personally appeared, C. C. ARVANI, to me personally known, who being duly sworn, says that he is an ASSISTANT TREASURER of THE DETROIT EDISON COMPANY, a Michigan corporation, that said instrument was signed on behalf of said corporation by an officer duly authorized to sign said instrument, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

Geraldine Green
Notary Public

NOTARIAL SEAL

GERALDINE GREEN
Notary Public, Oakland County, MI
My Commission Expires Sept. 22, 2001

My Commission Expires:

SCHEDULE A
TO MEMORANDUM OF RAILCAR SECURITY AGREEMENT

125 new aluminum BethGon cars bearing road marks and numbers
DEEX 990375 through DEEX 990499 (both inclusive)