DONELAN CLEARY
WOOD & MASER, P.C.

RECORDATION NO. 22124-B,C FILED

MAY 28 '99 11-40AM

May 28, 1999

Recordation Nos. 22124-B and 22124-C

Dear Mr. Williams:

On behalf of The Detroit Edison 1999 Railcar Trust, a Delaware business trust, I submit for filing and recording under 49 U.S.C. § 11301 and the regulations applicable thereunder, counterparts of two related secondary documents, not previously recorded.

The document to be recorded under Recordation No. 22124-B is entitled Lease Supplement No. 1, dated as of May 28, 1999, ("Supplement"), and is a supplement to the Memorandum of Lease ("Lease") recorded under Recordation No. 22124 whereby 250 BethGon Coalporter cars identified in Exhibit A thereof (copy attached) are added to the Lease.

The parties to the above-mentioned Supplement are:

The Detroit Edison 1999 Railcar Trust - Lessor
c/o Wilmington Trust Company
Rodney Square North
1100 North Market Street
Wilmington, DE 19890-0001

The Detroit Edison Company - Lessee
2000 2nd Avenue
Detroit, MI 48226-1279

The document to be recorded under Recordation No. 22124-C is entitled Assignment of Lease Supplement No. 1, dated as of May 28, 1999 ("Assignment") and is an assignment of a security interest in the rail cars identified in Exhibit A to the above-mentioned Supplement and the rents and other proceeds therefrom by the Lessor/Assignor to the Assignee.

The parties to the above-mentioned Assignment are:

The Detroit Edison 1999 Railcar Trust - Lessor/ASSIGNOR
c/o Wilmington Trust Company
Rodney Square North
1100 North Market Street
Wilmington, DE 19890-0001

ATTORNEYS AND COUNSELORS AT LAW
1100 New York Avenue, Suite 750, N.W., Washington, D.C. 20005-3934, Tel: 202-371-9500, Fax: 202-371-0900

Chase Manhattan Trust Company, - ASSIGNEE
National Association
Suite 220
250 West Huron Road
Cleveland, OH 44113

Please index separately the name of the above-mentioned Assignee, in the STB "Vendee/Assignee" Index Book (white pages") as follows:

Index under Chase Manhattan Trust Company, National Association, saying, "See Recordation No. 22124-C."

The units of equipment covered by the two enclosed documents are as mentioned above, namely 250 BethGon Coalporter cars (aluminum rotary dump cars) as listed in Exhibit A.

A short summary to be put in the STB Index Book as to the Supplement is as follows:

"Covers lease of 250 BethGon Coalporter cars in Exhibit A, DEEX 990000-990249."

A short summary to be put in the STB Index Book as to the Assignment, recorded under Recordation No. 22124-C, is as follows:

"Assignment of security interest in units in Exhibit A of Lease Supplement No. 1 and rents and proceeds therefrom."

Enclosed is a check in the amount of fifty-two dollars ($52) in payment of the filing fees.

Once the filings have been made, please return to bearer the stamped counterpart(s) of the documents not required for filing purposes, together with the letter/fee receipt from the STB acknowledging the filings, and the two extra copies of this letter of transmittal.

Very truly yours,

Allen H. Harrison, Jr.
Attorney for The Detroit Edison 1999 Railcar Trust for the purpose of this filing.

Honorable Vernon A. Williams
Secretary
Surface Transportation Board
Washington, D.C. 20423

Enclosures
BY HAND
8384-020

22124-C

RECORDATION NO. 22124-C FILED

MAY 28 '99 11-40AM

ASSIGNMENT OF LEASE SUPPLEMENT NO. 1

from

THE DETROIT EDISON 1999 RAILCAR TRUST

Assignor

to

CHASE MANHATTAN TRUST COMPANY, NATIONAL ASSOCIATION,
as Indenture Trustee, Assignee

May 28, 1999

082220-0427-00235-995JHC3L-ASG

RECORDATION NO. 22124-C FILED

MAY 28 '99 11-40AM

ASSIGNMENT OF LEASE SUPPLEMENT NO. 1

THIS ASSIGNMENT OF LEASE SUPPLEMENT NO. 1 dated as of May 28, 1999 (this "Assignment"), made by THE DETROIT EDISON 1999 RAILCAR TRUST, a Delaware business trust, (the "Assignor"), to CHASE MANHATTAN TRUST COMPANY, NATIONAL ASSOCIATION, a national banking association, in its capacity as Indenture Trustee (in such capacity, the "Assignee"), under the Indenture dated as of the date hereof between the Assignor and the Assignee, as Indenture Trustee.

Preliminary Statement

A. Pursuant to the Indenture and the Participation Agreement referred to below, the Assignor has or will agree to issue from time to time Notes.

B. The Assignor is leasing the Equipment to the Lessee pursuant to the Lease.

C. In order to further secure payment of all amounts advanced under the Notes, the Assignor has agreed to execute and deliver this Assignment.

NOW, THEREFORE, in consideration of the foregoing, the parties hereto agree as follows:

1. Defined Terms. Capitalized terms used but not otherwise defined shall have the meanings set forth on Annex A to the Participation Agreement dated as of the date hereof among the Lessor, the Lessee, the Indenture Trustee, the Trust Company, the Noteholders named therein and the Certificate Holders named therein.

2. Assignment. The Assignor hereby irrevocably assigns, transfers, sets over and conveys to the Assignee, all the following-described property relating to or arising in connection with the Equipment, whether now owned or held or hereafter acquired, exclusively and without any reservation thereof unto the Assignor:

(a) All of the estate, right, title, interest, benefits, powers and privileges of the Assignor, as lessor, under the Lease including, without limitation, (i) the immediate and continuing right to make claim for, receive, collect and receipt for all rent, income, revenues, issues, profits, insurance proceeds, condemnation awards, sales proceeds and other sums payable to or receivable by the Assignor under the Lease, or pursuant to any provisions thereof, whether as rent or as the purchase price or termination payment for any interest in the Equipment or otherwise (including, without limitation, the Maximum Residual Rent Amount, the Purchase Option Price, Termination Value, Basic Rent, Supplemental Rent, Certificate Holder Yield and any sales proceeds payable to the Assignor pursuant to the Lease) (collectively, the "Lease Payments"), including all cash,

securities or letters of credit delivered or deposited pursuant thereto to secure performance by the Lessee of its obligations thereunder, (ii) the right and power (which right and power are coupled with an interest) upon the purchase by the Lessee of the interest of the Assignor in the Equipment in accordance with the Lease to execute and deliver as irrevocable agent and attorney-in-fact of the Assignor an appropriate instrument necessary to convey the interest of the Assignor therein, or to pay over or assign to the Assignee those sums to which Assignor is entitled if the Lessee becomes obligated to purchase the interest of the Assignor in the Equipment and to perform all other necessary or appropriate acts as said agent and attorney-in-fact with respect to any such purchase and conveyance, (iii) the right to perform all other necessary or appropriate acts as said agent and attorney-in-fact with respect to any purchase or conveyance referred to in clause (ii) above, (iv) the right to declare the Lease to be in default under Section 17.1 thereof, (v) the right to exercise remedies under or with respect to the Lease, (vi) the right to make all waivers and agreements on behalf of the Assignor under the Lease provided for or permitted under the Lease, (vii) the right to give all notices, consents, releases and other instruments provided under the Lease, (viii) the right to give all notices of default and to take all action upon the happening of a Lease Default or a Lease Event of Default, including the commencement, conduct and consummation of proceedings as shall be permitted under any provision of the Lease, or by law or in equity, (ix) the right to receive all notices sent to the Assignor under the Lease, (x) the Assignor's interest under the Lease in the Lessee's tangible and intangible property used or arising in connection with the Equipment, including, but not limited to, permits, licenses, contract rights and prepaid expenses, (xi) the grant of lien and security interest by the Lessee pursuant to the Lease; and (xii) the right to do any and all other things whatsoever which the Assignor is or any lessor or mortgagor or secured party is, or may be entitled to do under the Lease; provided that the Assignor shall retain, and the Lease Payments shall not include, the Excepted Payments, and the Assignor shall retain, and the rights and powers assigned herein shall in no event include, the Excepted Rights and shall be subject to the Shared Rights.

(b) All of the estate, right, title, interest, benefits, powers and privileges of the Assignor, to and under all other leases, subleases or licenses of the Equipment, any license, concession, management or other agreements of a similar kind that permit the use of any of the Equipment for any purpose in return for any payment, now or hereafter entered into by the Assignor (collectively, the "Other Leases" and, together with the Lease, the "Leases"), together with all estate, rights, title, interest, benefits, powers and privileges of the Assignor, as lessor, under the Other Leases, including the immediate and continuing right to make claim for, receive, collect and receipt for all charges, fees, income, issues, profits, receipts, rents, revenues or royalties payable under any of the Other Leases (collectively, the "Other Lease Rent") and all estate, right, title and interest of the Assignor thereunder, including all cash, securities or letters of credit delivered or deposited thereunder to secure performance by the lessees under Other Leases of their obligations thereunder; provided that the Assignor shall retain, and the Lease Payments shall not include, the Excepted Payments, and the Assignor shall retain and the rights and powers assigned herein shall in no event include the Excepted Rights and shall be subject to the Shared Rights.

(c) All of the estate, right, title, interest, benefits, powers and privileges of the Assignor, to and under all agreements or contracts for the sale or other disposition of all or any of the Equipment, now or hereafter entered into by the Assignor (collectively, the "Contracts"), together with all estate, rights, title, interest, benefits, powers and privileges of the Assignor under the Contracts including, without limitation, the immediate and continuing right to make claim for, receive, collect and receipt for all charges, fees, income, issues, profits, receipts, rents, revenues or royalties payable under any of the Contracts (collectively, the "Contract Rents" and, together with the Lease Payments and the Other Lease Rents, the "Rents") and all right, title and interest of the Assignor thereunder, including all cash, securities or letters of credit deposited thereunder to secure performance by the obligors of their obligations thereunder; provided that the Assignor shall retain, and the Rents shall not include, the Excepted Payments and the Assignor shall retain, and the rights and powers assigned herein shall in no event include, the Excepted Rights and shall be subject to the Shared Rights.

(d) All of the right, title and interest of the Assignor in and to all claims and rights to the payment of money at any time arising in connection with any repudiation, rejection or breach of the Lease by the Lessee or a trustee or receiver of the Lessee (whether pursuant to the Lease or any Other Lease by any lessee thereunder, trustee or receiver of any such lessee) under any insolvency statute, law or regulation, including all rights to recover damages arising out of such breach or rejection, all rights to charges payable by the Lessee or such trustee or receiver (or by such lessee, trustee or receiver) in respect of any of the Equipment following rejection, repudiation or disaffirmance of the Lease or following the entry of an order for relief under any insolvency statute, law or regulation in respect of the Lessee (or such lessee) and all rentals and other charges outstanding under the Lease (or Other Lease) as of the date of entry of such order for relief; provided that the Assignor shall retain, and the Lease Payments shall not include, the Excepted Payments and the Assignor shall retain, and the rights and powers assigned herein shall in no event include, the Excepted Rights and shall be subject to the Shared Rights.

The Assignor hereby agrees that any action taken by the Assignee (or its designee) pursuant to this Assignment shall be exclusive, and no party relying on such action of the Assignee (or such designee) pursuant hereto shall be required to obtain the concurrence or consent of the Assignor to such action or to a request for such action.

3. Receipt of Payments. The Assignor hereby irrevocably designates the Assignee (or its designee) to receive all payments of the Lease Payments, the Other Lease Payments and the Contract Rents and any other sums payable to the Assignor under the Lease, any Other Lease or any Contract. The Assignor agrees to direct (and hereby directs) the Lessee, any other lessees and any contracting parties to deliver to the Assignee (or its designee), at its address provided herein or at such other address or to such other Person as the Assignee shall designate, all such payments and sums on account of the Rents, and no delivery thereof by the Lessee, such other lessee or such contracting party shall be of any force or effect unless made to the Assignee (or its designee), as herein provided. The Rents shall for all purposes be considered

the property of the Assignee and not of the Assignor, whether before or after the occurrence of an Event of Default.

4. Receipt of Notices. The Assignor hereby designates the Assignee (or its designee) to receive (in addition to, and not to the exclusion of, the Assignor) duplicate originals or copies of all notices, undertakings, demands, statements, documents, financial statements and other communications which the Lessee, any other lessee or any contracting party is required or permitted to give, make, deliver to or serve pursuant to the Lease. The Assignor agrees to direct (and hereby directs) the Lessee, and such other lessees and contracting parties to deliver to the Assignee (or its designee), at its address provided herein or at such other address or to such other Person as the Assignee shall designate, duplicate originals or copies of all such notices, undertakings, demands, statements, documents, financial statements and other communications, and no delivery thereof by the Lessee, such other lessee or such contracting party shall be of any force or effect unless made to the Assignor and also made to the Assignee (or its designee), as herein provided. The Assignor further agrees that upon receipt by the Assignor of any such notices, undertakings, demands, statements, documents, financial statements and other communications, the Assignor shall promptly deliver copies thereof to the Assignee unless the Assignor shall reasonably believe that the Assignee has already received such copies.

5. Irrevocability; Supplemental Instruments. The Assignor agrees that this Assignment and the designation and direction to the Lessee set forth in Sections 3 and 4 are irrevocable and that it will not take any action as lessor under the Lease, or otherwise which is inconsistent with this Assignment and that any action, assignment, designation or direction inconsistent herewith shall be void. The Assignor will from time to time execute and deliver all instruments of further assurance and do such further acts as may be necessary or proper to carry out more effectively the purpose of this Assignment.

6. Validity. The Assignor represents and warrants (on a continuing basis) and covenants to the Assignee that (i) the Assignor has not assigned or executed any assignment of, and will not assign or execute any assignment of its interest in the Lease, any Other Lease, any Contract or any Rents or any other subject matter of this Assignment to anyone other than the Assignee, and any assignment, designation or direction by the Assignor inconsistent herewith shall be void, (ii) no Lease Event of Default has occurred and is continuing and (iii) the Assignor has not done any act or executed any document that impairs the rights of the Assignee to the Lease or the Lease Payments under this Assignment.

7. The Assignor Remains Liable. While the assignment made hereby is present, direct, absolute and continuing, it has been made for the purpose of providing the Assignee with security for the performance of the Assignor's obligations under the Indenture and the Notes, and the execution and delivery hereof shall not impair or diminish in any way the obligations of the Assignor under the Lease or impose any of such obligations on the Assignee. This Assignment shall not operate to cause the Assignee (or its designee) to be regarded as a mortgagee or secured party in possession. Neither the Assignee nor its designee shall be responsible or liable for performing any of the obligations of the Assignor under the Lease, any Other Lease or any Contract, for any waste by the Lessee or others, for any dangerous or defective conditions of the Equipment, for negligence in the management, upkeep, repair or

control of any of the Equipment or any other act or omission by any other Person. Nothing contained herein shall operate or be construed (i) to obligate the Assignee (or its designee) to assume the obligations of the Assignor under the Lease, any Other Lease or any Contract, to perform any of the terms and conditions contained in the Lease, any Other Lease or any Contract or otherwise to impose any obligation upon the Assignee with respect to the Lease, any Other Lease or any Contract or (ii) to place upon the Assignee (or its designee) any responsibility for the operation, control, care, management or repair of any of the Equipment or any part thereof. Subject at all times to the terms and conditions of this Assignment, the Assignor will at all times promptly and faithfully perform in all respects, or cause to be performed in all respects, all of its covenants, conditions and agreements contained in the Lease, any Other Lease or any Contract now or hereafter existing on the part of the Assignor to be kept and performed.

8. Amendments; Lessee's Consent. The Assignor will not enter into any agreement subordinating, amending, extending or terminating the Lease without the prior written consent thereto of the Assignee, which consent may be withheld in the Assignee's sole discretion, and any such attempted subordination, amendment, modification, extension or termination without such consent shall be void. If the Lease, any Other Lease or any Contract shall be amended, it shall continue to be subject to the provisions hereof without the necessity of any further act by any of the parties hereto. The Assignor and the Assignee hereby consent to the provisions of Lessee's Consent attached to this Assignment and agree to be bound thereby.

9. Absolute Assignment. The Assignor has, subject to and in accordance with the terms and conditions of this Assignment, assigned and transferred unto the Assignee all of the Assignor's right, title and interest in and to Rents now or hereafter arising from the Lease, any Other Lease or any Contract heretofore or hereafter made or agreed to by the Assignor, it being intended to establish an absolute transfer and assignment, subject to and in accordance with the terms and conditions of this Assignment, of all such Rents, the Lease, the Other Leases and the Contracts to the Assignee and not merely to grant a security interest therein. Subject to the terms of the Lease and Lessee's rights thereunder, the Assignee (or its designee) may in the Assignor's name and stead operate the Equipment and rent, lease or let all or any of them to any party or parties at such rental and upon such terms as the Assignee (or its designee) shall, in its discretion, determine.

10. Ongoing Right to Collect Rents; Receivers. If notwithstanding the terms of this Assignment, a petition or order for sequestration of rents, or the appointment of a receiver or some similar judicial action or order is deemed required under applicable state law to allow the Assignee to continue to collect the moneys described in Sections 2(a), (b), (c) and (d), then it is agreed by the Assignor that any proof of claim or similar document filed by the Assignee in connection with the breach or rejection of the Lease by the Lessee thereunder or the trustee of any lessee under any federal or state insolvency statute shall for the purpose of perfecting the Assignee's rights conferred in said paragraph 2(d) be deemed to constitute action required under such state law. Upon the occurrence and during the continuance of an Event of Default, the Assignor hereby consents to the appointment of a receiver for any or all of the Equipment as a matter of right and without any requirement for notice to the Assignor and without regard to the solvency of the Assignor or to the collateral that may be available for the satisfaction of the Notes and all other obligations under the Indenture and the other Operative Agreements.

11. Amendment. This Assignment may not be amended or otherwise modified except by a writing signed by the Assignor and the Assignee in accordance with the terms of the Indenture.

12. Notices. All notices, demands, requests, consents, approvals and other instruments under this Assignment shall be made in accordance with the notice provisions of the Participation Agreement.

13. Successors and Assigns. All covenants, agreements, representations and warranties in this Assignment by the Assignor and the Assignee shall bind, and shall inure to the benefit of and be enforceable by, their respective successors and permitted assigns.

14. Severability. If any provision or provisions, or if any portion of any provision or provisions, in this Assignment is found by a court of law of competent jurisdiction to be in violation of any local, state or federal ordinance, statute, law, administrative or judicial decision, or public policy, and if such court should declare such portion, provision or provisions to be illegal, invalid, unlawful, void or unenforceable as written, then it is the intent of the parties hereto that such portion, provision or provisions shall be given force to the fullest possible extent that they are legal, valid and enforceable, that the remainder of this Assignment shall be construed as if such illegal, invalid, unlawful, void or unenforceable portion, provision or provisions were not contained therein, and that the obligations of the Assignor under the remainder of this Assignment shall continue in full force and effect.

15. Governing Law. This Assignment shall be governed by, and construed and enforced in accordance with, the laws of the State of New York without regards to conflicts of laws principles.

16. Obligations Are Without Recourse. Anything to the contrary herein notwithstanding, the Assignor's liability for any sums due hereunder shall be limited in accordance with Section 4.16 of the Indenture.

17. Counterparts. This Assignment may be executed in any number of counterparts, each of which shall be an original, but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the Assignor has caused this Assignment to be duly executed as of the day and year first above written.

THE DETROIT EDISON 1999 RAILCAR TRUST, a Delaware business trust

By: Wilmington Trust Company, not in its individual capacity but solely as trustee under The Detroit Edison 1999 Railcar Trust Agreement dated as of April 27, 1999

By: _____

Name: Donald G. MacKelcan
Title: Vice President

STATE OF Delaware)
) :
COUNTY OF New Castle)

On this 25th day of May, 1999 before me personally came Donald G. MacKelcan to me known, who, being by me duly sworn, did depose and say that he is VICE PRESIDENT of WILMINGTON TRUST COMPANY, one of the corporations which executed the foregoing instrument; that he signed his name thereto by authority of the Board of Directors of said corporation.

KATHLEEN A. PEDELINI
NOTARY PUBLIC-DELAWARE
My Commission Expires Oct. 31, 2002

[Notarial Seal]

LESSEE'S CONSENT

THE DETROIT EDISON COMPANY, a Michigan corporation (the "Lessee"), hereby consents and agree to all of the terms of the Assignment of Lease Supplement No. 1 dated as of May 28, 1999 (the "Assignment") made by The Detroit Edison 1999 Railcar Trust, a Delaware business trust (the "Assignor"), in favor of Chase Manhattan Trust Company, National Association, as Indenture Trustee (the "Assignee"), under the Indenture dated as of April 27, 1999 and Indenture Supplement No. 1 dated as of May 28, 1999 between the Assignor and the Assignee, and further agrees as follows:

1. Definitions. Each capitalized term used herein and not otherwise defined herein shall have the respective meanings ascribed thereto in the Assignment, as such Assignment may be amended, supplemented or otherwise modified from time to time.

2. Acknowledgments, Confirmations and Agreements. The Lessee acknowledges, confirms and agrees that: (i) the Lessee has the right, power and authority to enter into this consent (this "Consent"); (ii) the Lease is in full force and effect and enforceable in accordance with its terms, except as provided in the Lease and except as such enforceability may be limited by the effects of applicable bankruptcy, insolvency, fraudulent conveyance, reorganization, moratorium and other similar laws relating to or affecting creditors' rights generally or general equitable principles (whether considered in a proceeding in equity or at law); (iii) neither the Lessee nor, to the Lessee's knowledge, the Assignor is in default in the observance or performance of any condition or agreement to be observed or performed by the Lessee or the Assignor, respectively, thereunder; (iv) no Lease Payments have been paid by the Lessee in advance except as provided in the Lease; (v) no Rent has been waived, released, reduced, discounted or otherwise discharged or compromised by the Assignor; and (vi) the Lessee has not received notice of any other assignment of the Assignor's interest in the Lease.

3. Consent. (a) The Lessee, as lessee under the Lease, consents to the Assignment and each of the terms thereof, and agrees to pay and deliver to the Assignee (or its designee) all Lease Payments and other sums payable under the Lease without any offset, deduction, defense, abatement, deferment, diminution or counterclaim, and the Lessee will not assert any offset, deduction, defense (other than the defense of payment to the Assignee (or its designee)), abatement, deferment, diminution or counterclaim in any proceeding brought under the Assignment or with respect to the transactions contemplated therein or herein. The Lessee will not, for any reason whatsoever, seek to recover from the Assignee (or its designee) any moneys paid to the Assignee (or its designee) by virtue of the Assignment, except in the case where the Lease obligates the Assignor to pay amounts to Lessee. The Lessee agrees (i) to deliver to the Assignee (or its designee) and the Assignor, at their addresses provided in the Participation Agreement or at such other addresses as the Assignee or the Assignor, as the case may be, may designate, duplicate originals or copies of all notices, undertakings, demands, statements, documents and other communications which the Lessee is required or permitted to deliver pursuant to the Lease or the Assignment; (ii) that, subject to the Excepted Rights, any

notice delivered or declaration made to the Lessee by the Assignee (or its designee) pursuant to the Lease shall be effective as a notice given or declaration made to the Lessee by the Assignor as lessor under the Lease; (iii) that the Assignee (and its designee) shall not by reason of the Assignment be subject to any liability or obligation under the Lease, except in the case where the Lease obligates the Assignor to pay amounts to the Lessee; and (iv) that, subject to the Excepted Rights, any waiver, consent or approval by the Assignor under the Lease shall not be valid unless approved in writing by the Assignee (or its designee).

(b) The Lessee shall cause the Lease Payments and other sums payable to the Assignor under the Lease to be delivered to the Assignee (or its designee), as Indenture Trustee, as an absolute net sum, in immediately available funds, on the date and at the time payments are due under the Lease.

(c) The Lessee hereby agrees to remain obligated under the Lease and this Consent in accordance with their respective terms, and to take no action to terminate (except in accordance with the express terms of the Lease), annul, rescind or avoid the Lease or this Consent or to abate, reduce, offset, suspend or defer or make any counterclaim or raise any defense (other than the defense of payment to the Assignee (or its designee)) with respect to the Lease Payments payable thereunder or to cease paying such Lease Payments to the Assignee (or its designee) as provided herein.

(d) The Lessee hereby agrees that upon the occurrence of a Lease Default or a Lease Event of Default, the Assignee (or its designee) shall have the right to deliver a notice of default under the Lease and make demand for payment under the Lease, which shall be effective for all purposes as if sent by the Assignor.

(e) The Lessee shall notify the Assignee (or its designee) at its address specified in the Participation Agreement, or such other address as the Assignee may designate, of any Lease Event of Default and agrees that no such default shall entitle the Lessee to terminate, annul, rescind or avoid the Lease or reduce or abate the Lease Payments or other sums payable thereunder.

4. Amendment or Termination; Assignee's Designation. The Lessee agrees that it will not, unilaterally or by agreement, subordinate, amend, supplement, modify, extend (except in accordance with the express terms of the Lease), discharge, waive or terminate (except in accordance with the express terms of the Lease) the Lease or this Consent or any provision of any thereof without the Assignee's prior written consent, which consent may be withheld in the Assignee's sole discretion, and that any attempted subordination, amendment, supplement, modification, extension, discharge, waiver or termination without such consent shall be null and void. In the event that the Lease shall be amended or supplemented as herein permitted, the Lease, as so amended or supplemented, shall continue to be subject to the provisions of the Assignment and this Consent without the necessity of any further act by any of the parties hereto. Nothing in this Section 4 shall be construed as limiting or otherwise affecting in any way the Assignor's Excepted Rights or Shared Rights.

5. Continuing Obligations of the Assignor and the Lessee. Neither the execution and delivery of the Assignment, nor any action or inaction on the part of the Assignee shall impair or diminish any obligations of the Assignor or the Lessee under the Lease and shall not impose on the Assignee (or its designee) any such obligations, nor shall it impose on the Assignee (or its designee) a duty to produce Rent or cause the Assignee to be a mortgagee or secured party in possession for any purpose.

6. Severability. If any provision or provisions, or if any portion of any provision or provisions, in this Consent is found by a court of law of competent jurisdiction to be in violation of any local, state or Federal ordinance, statute, law, administrative or judicial decision, or public policy, and if such court should declare such portion, provision or provisions to be illegal, invalid, unlawful, void or unenforceable as written, then it is the intent of the Lessee that such portion, provision or provisions shall be given force to the fullest possible extent that they are legal, valid and enforceable, that the remainder of this Consent shall be construed as if such illegal, invalid, unlawful, void or unenforceable portion, provision or provisions were not contained herein, and that the obligations of the Lessee under the remainder of this Consent shall continue in full force and effect.

7. Third Party Beneficiary. The Lessee agrees that the Assignor shall not be a third party beneficiary of this Consent.

IN WITNESS WHEREOF, the Lessee has caused this Consent to be duly executed as of the date above first written.

THE DETROIT EDISON COMPANY

By: _____

Name: Leslie L. Loomans

Title: VP & Treasurer