



DONELAN CLEARY
WOOD & MASER, P.C.

May 28, 1999

RECORDATION NO. 22125-A FILED

MAY 28 '99

11-40AM

Recordation No. 22125-A

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 a secondary document not previously recorded.

The document is to be recorded under Recordation No. 22125-A and is entitled Indenture Supplement No. 1, dated as of May 28, 1999, ("Supplement"), and is the granting of a security interest by the debtor to the secured party in 250 BethGon Coalporter cars identified in Schedule I of that certain Lease Supplement No. 1 attached thereto.

The parties to the above-mentioned Supplement are:

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

Chase Manhattan Trust Company, - Indenture Trustee, Secured Party/for
National Association indexing Mortgagee
Suite 220
250 West Huron Road
Cleveland, OH 44113

The units of equipment covered by the enclosed Supplement are as mentioned above, namely 250 BethGon Coalporter cars (aluminum rotary dump cars) as listed therein.

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

"Adds 250 BethGon Coalporter cars, DEEX 990000-990249."

Enclosed is a check in the amount of twenty-six dollars (\$26) in payment of the filing fee.

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

Completed by E. H. Hammy

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

Very truly yours,

A handwritten signature in black ink that reads "Allen H. Harrison, Jr." with a stylized flourish at the end.

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

22125-A

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MAY 28 '99 11-40AM

INDENTURE SUPPLEMENT
NO. 1

This INDENTURE SUPPLEMENT No. 1, dated as of May 28, 1999 (this "Indenture Supplement"), of THE DETROIT EDISON 1999 RAILCAR TRUST;

WITNESSETH:

WHEREAS the Trust Indenture and Security Agreement dated as of April 27, 1999 (the "Indenture"), between The Detroit Edison 1999 Railcar Trust and Chase Manhattan Trust Company, National Association, as Indenture Trustee (the "Indenture Trustee"), provides for the execution and delivery of Indenture Supplements thereto substantially in the form hereof which shall particularly describe the Equipment, by having attached thereto a copy of the Lease Supplement, and shall specifically mortgage the Equipment to the Indenture Trustee; and

WHEREAS the Indenture relates to the Equipment described in the copy of the Lease Supplement of even date herewith attached hereto and made a part hereof, and a counterpart of the Indenture is attached to and made a part of this Indenture Supplement;

WHEREAS, a Memorandum of Indenture dated as of April 27, 1999 was recorded on April 27, 1999 in the Surface Transportation Board under Recordation No. 22125 with the Registrar General of Canada on April 27, 1999;

NOW, THEREFORE, THIS SUPPLEMENTAL INDENTURE WITNESSETH that, to secure the payment of the principal of (including principal amortization), interest on, and premium (if any) with respect to, the Outstanding Notes and to secure the observance and performance of the covenants, agreements, obligations and conditions required to be observed and performed by the Company under the Notes, this Indenture and each other Credit Document, including, but not limited to, the payment by the Company to the Indenture Trustee of all sums expended or advanced by the Indenture Trustee, of all sums expended by the Indenture Trustee for the account of the Company, and all sums otherwise owing by the Company to the Indenture Trustee or any Noteholder on any and every account whatsoever, in each case pursuant to any provision of this Indenture or any other Credit Document, and to declare the terms and conditions on which the Outstanding Notes are secured, and in consideration of the premises and of the purchase of the Notes by the Noteholders thereof, the Company, in addition to the liens and security interests granted pursuant to the Lease, the Assignment of Lease and the Assignment of Lease Supplements by these presents, does grant, assign, pledge, convey, transfer, mortgage set over and confirm to the Indenture Trustee, the following property, and grants a security interest therein for the benefit of the Indenture Trustee on behalf of the Noteholders: the Equipment described in the copy of the Lease Supplement of even date herewith attached hereto and made a part hereof.

To have and to hold all and singular the aforesaid property unto the Indenture Trustee, its successors and assigns, in trust for the benefit and security of the holders from time to time of the Notes and for the uses and purposes and subject to the terms and provisions set forth in the Indenture.

This Supplement shall be construed as supplemental to the Indenture and shall form a part of it, and the Indenture is hereby incorporated by reference herein and each is hereby ratified, approved and confirmed.

This Supplement may be executed by the Trustee in separate counterparts, each of which when so executed and delivered is an original, but all such counterparts shall together constitute but one and the same Supplement.

AND FURTHER, the Trustee hereby acknowledges that the Equipment referred to in the aforesaid Lease Supplement attached hereto and made a part hereof has been delivered to the Trustee and is included in the property of the Trust covered by all the terms and conditions of the Trust Agreement, subject to the pledge or mortgage thereof under the Indenture.

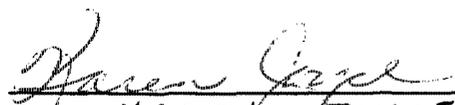
IN WITNESS WHEREOF, the parties hereto have caused this Indenture Supplement to be duly executed in the State of New York as of the day and year first above written.

THE DETROIT EDISON 1999 RAILCAR 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:
Title:

CHASE MANHATTAN TRUST COMPANY,
NATIONAL ASSOCIATION, Indenture Trustee

By: 
Name: **KAREN JOYCE**
Title: **VICE PRESIDENT**

STATE OF Delaware)

COUNTY OF New Castle) :

Donald G. Mackalcan

On this 25th day of May, 1999 before me personally page 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.

[Notarial Seal]

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

STATE OF _____)

COUNTY OF _____) :

On this ____ day of May, 1999 before me personally came _____ to me known, who, being by me duly sworn, did depose and say that he is _____ of CHASE MANHATTAN TRUST COMPANY, NATIONAL ASSOCIATION, 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.

[Notarial Seal]

STATE OF _____)
) :
COUNTY OF _____)

On this ____ day of May, 1999 before me personally came _____ to me known, who, being by me duly sworn, did depose and say that he is _____ 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.

[Notarial Seal]

STATE OF OHIO)
) :
COUNTY OF CUYAHOGA)

On this 25th day of May, 1999 before me personally came KAREN JOYCE to me known, who, being by me duly sworn, did depose and say that he is Vice President of CHASE MANHATTAN TRUST COMPANY, NATIONAL ASSOCIATION, 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.

[Notarial Seal]

B. Impala

B. IMPALA
Notary Public, State of Ohio
My Commission Expires October 2, 1999



LEASE SUPPLEMENT NO. 1

THIS LEASE SUPPLEMENT NO. 1 (this "Lease Supplement") dated as of May 28, 1999 between THE DETROIT EDISON 1999 RAILCAR TRUST, a Delaware business trust (the "Lessor"), and THE DETROIT EDISON COMPANY, a Michigan corporation, as lessee (the "Lessee").

WHEREAS, the Lessor is the owner of the Equipment described on Schedule I hereto (the "Leased Equipment") and wishes to lease the same to the Lessee;

NOW, THEREFORE, in consideration of the premises and the mutual agreements herein contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Definitions: Rules of Usage. For purposes of this Lease Supplement, capitalized terms used herein and not otherwise herein shall have the meanings assigned to them in Annex A to the Participation Agreement dated as of April 27, 1999, among the Lessee, the Lessor, the Indenture Trustee and the Trust Company, as it may be amended, supplemented or otherwise modified from time to time.

2. The Equipment. Attached hereto as Schedule I is the description of the Leased Equipment. Effective upon the execution and delivery of this Lease Supplement by the Lessor and the Lessee, the Leased Equipment shall be subject to the terms and provisions of the Lease dated as of April 27, 1999 between The Detroit Edison 1999 Railcar Trust, as Lessor, and The Detroit Edison Company, as Lessee, with respect to which a Memorandum of Lease dated as of April 27, 1999 was recorded on April 27, 1999 in the Surface Transportation Board under Recordation No. 22124 and with the Registrar General of Canada on April 27, 1999.

3. Ratification. Except as specifically modified hereby, the terms and provisions of this Lease are hereby ratified and confirmed and remain in full force and effect.

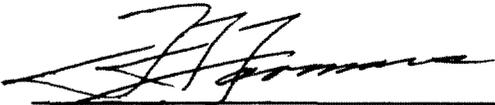
4. Original Lease Supplement. The single executed original of this Lease Supplement marked "THIS COUNTERPART IS THE ORIGINAL EXECUTED COUNTERPART" on the signature page thereof and containing the receipt of the Lessor therefor on or following the signature page thereof shall be the Original Executed Counterpart of this Lease Supplement (the "Original Executed Counterpart"). To the extent that this Lease Supplement constitutes chattel paper, as such term is defined in the Uniform Commercial Code as in effect in any applicable jurisdiction, no security interest in this Lease Supplement may be created through the transfer or possession of any counterpart other than the Original Executed Counterpart.

5. GOVERNING LAW. THIS LEASE HAS BEEN DELIVERED IN, AND SHALL IN ALL RESPECTS BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK APPLICABLE TO AGREEMENTS MADE AND TO BE PERFORMED ENTIRELY WITHIN SUCH STATE.

6. Counterpart Execution. This Lease Supplement may be executed in any number of counterparts and by each of the parties hereto in separate counterparts, all such counterparts together constituting but one and the same instrument.

IN WITNESS WHEREOF, the parties have caused this Lease Supplement No. 1 be duly executed and delivered as of the date first above written.

THE DETROIT EDISON COMPANY

By: 
Name: *Leslie L. Loomans*
Title: *VP & Treasurer*

THE DETROIT EDISON 1999 RAILCAR 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:
Title:

6. Counterpart Execution. This Lease Supplement may be executed in any number of counterparts and by each of the parties hereto in separate counterparts, all such counterparts together constituting but one and the same instrument.

IN WITNESS WHEREOF, the parties have caused this Lease Supplement No. 1 be duly executed and delivered as of the date first above written.

THE DETROIT EDISON COMPANY

By: _____
Name:
Title:

THE DETROIT EDISON 1999 RAILCAR 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)

Donald G. MacKelcan

On this 25th day of May, 1999 before me personally came _____ 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.

[Notarial Seal]

Kathleen A. Fedelini
KATHLEEN A. FEDELINI
NOTARY PUBLIC-DELAWARE
My Commission Expires Oct. 31, 2002

STATE OF _____)
) :
COUNTY OF _____)

On this _____ day of May, 1999 before me personally came _____ to me known, who, being by me duly sworn, did depose and say that he is _____ of THE DETROIT EDISON 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.

[Notarial Seal]

Schedule I

Description	Supplier	Model	Car Numbers	Quantity
Aluminum Rotary Dump Railcars	Johnstown America	BethGon Coalporter	DEEX 990000-990249 inclusive	250