



DONELAN CLEARY  
WOOD & MASER, P.C.

22125-C  
RECORDATION NO. \_\_\_\_\_ FILED  
JUL 22 '99 10-25AM

July 22, 1999

Recordation No. 22125-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 a secondary document not previously recorded.

The document is to be recorded under Recordation No. 22125-C and is entitled Indenture Supplement No. 3, dated as of July 21, 1999, ("Supplement"), and is the granting of a security interest by the debtor to the secured party in 375 BethGon Coalporter cars identified in Schedule A attached to the Supplement.

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 375 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:

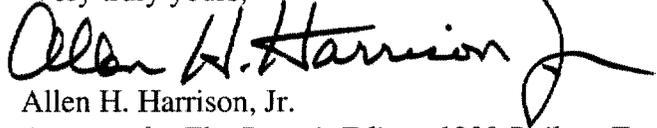
"Adds 375 BethGon Coalporter cars, DEEX 990625-990999."

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

*Copy report to G. A. Hoffman 2*

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-C

22125-C

RECORDATION NO. \_\_\_\_\_ FILED

JUL 22 '99

10-25AM

INDENTURE SUPPLEMENT  
NO. 3

This INDENTURE SUPPLEMENT No. 3, dated as of July 21, 1999 (this "Indenture Supplement"), of THE DETROIT EDISON 1999 RAILCAR TRUST;

W I T N E S S E T H :

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: **JOHN M. BEESON, JR.**  
Title: Vice President

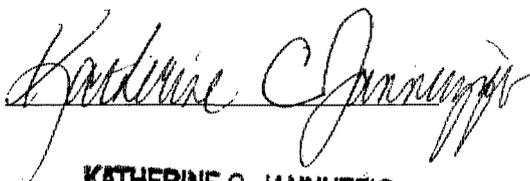
CHASE MANHATTAN TRUST COMPANY,  
NATIONAL ASSOCIATION, Indenture Trustee

By: \_\_\_\_\_  
Name:  
Title:

STATE OF DELAWARE )  
 ) :  
COUNTY OF NEW CASTLE

On this 14th day of July, 1999 before me personally came JOHN M. BEESON, JR. 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]



KATHERINE C. JANNUZZIO  
NOTARY PUBLIC - DELAWARE  
My Commission Expires Apr. 29, 2000

STATE OF \_\_\_\_\_ )  
 ) :  
COUNTY OF \_\_\_\_\_ )

On this \_\_\_\_ day of July, 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]

\_\_\_\_\_

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. *RB*

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: *R. Barker*  
Name: R. BARKER  
Title: VICE PRESIDENT

STATE OF \_\_\_\_\_ )

COUNTY OF \_\_\_\_\_ )

On this \_\_\_\_ day of July, 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 16 day of July, 1999 before me personally came R. BARKER 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



## SCHEDULE I

1. Subject to the Excepted Rights, all of the Debtor's right, title and interest in, to and under the Participation Agreement and each of the other Credit Documents.
2. (i) The Lease and (ii) the Rent and (iii) all claims for damages arising out of the breach of, and rights to terminate, the Lease, including, without limitation, all claims for damages arising out of the breach of any and all present and future bills of lading, contracts and other engagements of affreightment or for the carriage or transportation of freight and cargo and operations of every kind whatsoever of the Equipment and in and to any and all claims and causes of action for money, loss or damages that may accrue or belong to the Debtor, its respective successors or assigns, arising out of or in any way connected with the present or future use, operation or management of the Equipment or arising out of or in any way connected with any and all present and future requisitions, bills of lading, contracts and other engagements of affreightment or for the carriage or transportation of freight and other operations of the Equipment, (iv) all monies and claims for monies due and to become due to the Debtor and all claims for damages in respect of the actual or constructive total loss or requisition, capture or seizure of, or requisition of use of or title to, the Equipment, including, without limitation, all claims, rights, remedies, powers and privileges on the part of the Debtor, whether arising under the Lease or by statute or at law or in equity or otherwise, consequent on any failure of the Lessee to pay any such monies or claims, (v) all insurance on and in respect of the Equipment, including rights under entries in protection and indemnity clubs or associations or the like and (vi) all the right, title and interest of the Secured Party in, and all claims and rights of the Secured Party under or pursuant to all contracts for the construction, reconstruction, purchase, repair, or maintenance of the Equipment.
3. The Equipment (including all parts thereof) described in Schedule A hereto, and all substitutions therefor and replacements thereof (including Replacement Units), and all modifications, additions, improvements and accessories thereto, and all records relating thereto in which the Debtor shall acquire an interest, in each case whether now owned or hereafter acquired.
4. All monies deposited in, and all of the Secured Party's right, title and interest in and to, the Account and the Delayed Draw Funding Account, and all income thereon and investments thereof.

Proceeds of all of the foregoing and any and all other moneys, securities and property which may from time to time become subject to the lien hereof or which may come into the possession or be subject to the control of or be held by the Secured Party pursuant to the Indenture, the Lease, the Assignment of Lease or any other instrument included in the Indenture Trust Estate.

### Defined Terms.

"Account": as defined in Annex A of the Participation Agreement.

"Assignment of Lease": that certain Assignment of Lease and Rents, Assignment of Lease Supplement No. 1, No. 2 and No. 3 from The Detroit Edison 1999 Railcar Trust, as Assignor, to Chase Manhattan Trust Company, National Association, as Indenture Trustee, Assignee, dated as of April 27, 1999, May 28, 1999, June 24, 1999 and July 21, 1999, respectively.

"Delayed Draw Funding Account": as defined in Annex A of the Participation Agreement.

"Excepted Rights": as defined in Annex A of the Participation Agreement.

"Equipment": the equipment described more fully in Schedule A attached hereto and hereby made a part hereof.

"Indenture": that certain Indenture and Security Agreement dated as of April 27, 1999 and Indenture Supplement No. 1 dated as of May 28, 1999, Indenture Supplement No. 2, dated as of June 24, 1999 and Indenture Supplement No. 3 dated as of July 21, 1999 between The Detroit Edison 1999 Railcar Trust and Chase Manhattan Trust Company, National Association, as Indenture Trustee and joined in by The Detroit Edison Company, as amended, supplemented or otherwise modified from time to time in accordance with the terms thereof or of any other Operative Agreement.

"Indenture Trust Estate": as defined in Annex A of the Participation Agreement.

"Lease": that certain Lease Agreement dated as of April 27, 1999 and Lease Supplement No. 1 dated as of May 28, 1999, Lease Supplement No. 2 dated as of June 24, 1999 and Lease Supplement No. 3 dated as of July 21, 1999 between The Detroit Edison Company, as Lessee, and The Detroit Edison 1999 Railcar Trust, as Lessor, together with any supplements thereto, as amended, supplemented or otherwise modified from time to time in accordance with the terms thereof or of any other Operative Agreement.

"Participation Agreement": that certain Participation Agreement among The Detroit Edison Company, as Lessee, The Detroit Edison 1999 Railcar Trust, as Lessor, Chase Manhattan Trust Company, National Association, as Indenture Trustee, and Wilmington Trust Company, as Trustee, dated as of April 27, 1999.

"Replacement Unit": as defined in Annex A of the Participation Agreement.

Schedule A

Description	Supplier	Model	Car Numbers	Quantity
Aluminum Rotary Dump Railcars	Johnstown America	BethGon Coalporter	DEEX 990625- 990999 inclusive	375