SECURITIES AND EXCHANGE COMMISSION
WASHINGTON, D.C. 20549

FORM 10-K

ANNUAL REPORT PURSUANT TO SECTION 13 OR 15(d) OF
THE SECURITIES EXCHANGE ACT OF 1934 (FEE REQUIRED)
FOR THE FISCAL YEAR ENDED DECEMBER 31, 1995

COMMISSION FILE NUMBER	REGISTRANTS; STATE OF INCORPORATION; ADDRESS; AND TELEPHONE NUMBER	I.R.S. EMPLOYER IDENTIFICATION NO.
1-11607	DTE Energy Company (a Michigan corporation) 2000 2nd Avenue Detroit, Michigan 48226-1279 313-235-4000	38-3217752
1-2198	The Detroit Edison Company (a Michigan corporation) 2000 2nd Avenue Detroit, Michigan 48226-1279 313-235-8000	38-0478650

Securities registered pursuant to Section 12(b) of the Act:

TITLE OF EACH CLASS	NAME OF EACH EXCHANGE ON WHICH REGISTERED
DTE Energy Company Common Stock, without par value	New York and Chicago Stock Exchanges
The Detroit Edison Company Preferred Stock (7.74% and 7.75% Series), Cumulative, $100 par value	New York Stock Exchange
General and Refunding Mortgage Bonds (only Series R and S)	New York Stock Exchange
Quarterly Income Debt Securities (QUIDS) (Junior Subordinated Deferrable Interest Debentures - 8.50% and 7-5/8% Series)	New York Stock Exchange

Securities registered pursuant to Section 12(g) of the Act:

None
(TITLE OF CLASS)

Indicate by check mark whether the registrants (1) have filed all reports required to be filed by Section 13 or 15(d) of the Securities Exchange Act of 1934 during the preceding 12 months (or for such shorter period that the registrants were required to file such reports), and (2) have been subject to such filing requirements for the past 90 days.

YES X* NO

Indicate by check mark if disclosure of delinquent filers pursuant to Item 405 of Regulation S-K is not contained herein, and will not be contained, to the

best of registrants' knowledge, in definitive proxy or information statements incorporated by reference in Part III of this Form 10-K or any amendment to this Form 10-K. [X]

* DTE Energy Company was formed in connection with the restructuring of The Detroit Edison Company into a holding company structure. DTE Energy Company became subject to the reporting requirements of the Securities Exchange Act of 1934, as amended, on January 2, 1996, when its Registration Statement on Form 8-B was declared effective by the Securities and Exchange Commission.

- ---
- ---

(Over for continuation of cover page.)

At February 29, 1996, 145,119,875 shares of DTE Energy's Common Stock, substantially all held by non-affiliates, were outstanding, with an aggregate market value of approximately $5,169,895,547 based upon the closing price on the New York Stock Exchange.

DOCUMENTS INCORPORATED BY REFERENCE

Certain information in DTE Energy's definitive proxy statement dated March 15, 1996 in connection with its Annual Meeting of Shareholders to be held on April 22, 1996 is incorporated herein by reference in Part III, Items 10, 11, 12 and 13 hereof.

[This page intentionally left blank.]

CROSS REFERENCE TO INFORMATION CONTAINED IN
DTE ENERGY COMPANY'S DEFINITIVE PROXY STATEMENT
DATED MARCH 15, 1996
(INCORPORATED HEREIN BY REFERENCE)

ANNUAL REPORT ON FORM 10-K FOR DTE ENERGY COMPANY	LOCATION OF INFORMATION IN PROXY STATEMENT
Part III, Item 10 - Directors and Executive Officers of the Registrant	"The Election of Directors" - Pages 1-5
	"Compliance with Section 16(a) of the Securities Exchange Act of 1934" - Page 21
Part III, Item 11 - Executive Compensation	"Board Compensation Committee Report on Executive Compensation" - Pages 8-15
Part III, Item 12 - Security Ownership of Certain Beneficial Owners and Management	"Security Ownership of Management" - Page 6
Part III, Item 13 - Certain Relationships and Related Transactions	"Compensation Committee Interlocks and Insider Participation" - Page 15

DTE ENERGY COMPANY
AND

THE DETROIT EDISON COMPANY
FORM 10-K
FOR THE FISCAL YEAR ENDED DECEMBER 31, 1995

This document contains the Annual Reports on Form 10-K for the fiscal year ended December 31, 1995 for each of DTE Energy Company and The Detroit Edison Company. Information contained herein relating to an individual registrant is filed by such registrant on its own behalf. Accordingly, except for its subsidiaries, The Detroit Edison Company makes no representation as to information relating to any other companies affiliated with DTE Energy Company.

TABLE OF CONTENTS

5

TABLE OF CONTENTS (CONCLUDED)

DEFINITIONS

ABATE	Association of Businesses Advocating Tariff Equity
AFUDC	Allowance for Funds Used During Construction (both borrowed and other funds)
BTU	British Thermal Unit
CERCLA	Federal Comprehensive Environmental Response, Compensation and Liability Act of 1980
Company	DTE Energy Company and Subsidiary Companies
Consumers	Consumers Power Company (a wholly owned subsidiary of CMS Energy Corporation)
Detroit Edison	The Detroit Edison Company (a wholly owned subsidiary of DTE Energy Company) and Subsidiary Companies
DOE	United States Department of Energy
DSM	Demand-Side Management
EPA	Environmental Protection Agency
ERA	Department of Energy's Economic Regulatory Administration
FERC	Federal Energy Regulatory Commission
IRP	Integrated Resource Plan
kWh	Kilowatthour
Ludington	Ludington Hydroelectric Pumped Storage Plant (owned jointly with Consumers)
MDEQ	Michigan Department of Environmental Quality (formerly part of MDNR)
MDNR	Michigan Department of Natural Resources
MJC	Michigan Jobs Commission
Mortgage Bonds	Detroit Edison's General and Refunding Mortgage Bonds
MPSC	Michigan Public Service Commission
MW	Megawatt
MWh	Megawatthour
MWRC	Michigan Water Resources Commission
Note	Notes to Consolidated Financial Statements of the Company and Detroit Edison
NPDES	National Pollutant Discharge Elimination System
NRC	Nuclear Regulatory Commission
PCB's	Polychlorinated Biphenyls
PRP	Potentially Responsible Party
PSCR	Power Supply Cost Recovery
Registrant	Company or Detroit Edison, as the case may be
Renaissance	Renaissance Energy Company (an unaffiliated company)
RFP	Request for Proposal
SEC	Securities and Exchange Commission

ANNUAL REPORT ON FORM 10-K FOR DTE ENERGY COMPANY
PART I

ITEMS 1 AND 2 - BUSINESS AND PROPERTIES.

GENERAL

DTE Energy Company, a Michigan corporation incorporated in 1995, is an exempt holding company under the Public Utility Holding Company Act. On January 1, 1996, the holders of Detroit Edison's common stock exchanged such stock on a share-for-share basis for the common stock of the Company. Also on January 1, 1996, Detroit Edison declared a dividend to the Company in the form of the stock of five subsidiaries: DE Energy Services, Inc., DTE Capital Corporation, Edison Development Corporation, Syndeco Realty Corporation and UTS Systems, Inc. As a result of this corporate restructuring, DTE Energy became the parent holding company of Detroit Edison and five other subsidiaries. The new holding company structure is designed to provide financial flexibility for the development of new energy-related businesses. It is also a mechanism for separating the regulated utility business of Detroit Edison from non-regulated businesses, thereby protecting the utility business from the potential volatility of non-utility operations.

The Company has no significant operations of its own. Detroit Edison is the Company's principal operating subsidiary, comprising substantially all of the Company's assets and liabilities. Certain of the Company's wholly-owned subsidiaries and affiliates are engaged in non-regulated energy-related businesses that are still in the formative stages.

NON-REGULATED OPERATIONS

Four wholly owned subsidiaries, along with various affiliates, of the Company are engaged in non-regulated businesses, including energy-related services. Such services include the operation of landfill gas-to-energy facilities, providing expertise in the application of new energy technologies, real estate development and specialty engineering services. A fifth wholly owned subsidiary, DTE Capital Corporation, provides financial services to the Company's non-utility affiliates.

On March 8, 1996, DTE Capital entered into a syndicated three-year $200 million bank revolving credit agreement. Borrowings pursuant to this agreement will be utilized to provide funds for affiliate projects expected to commence in 1996. Since DTE Capital did not have an established credit history, the Company agreed to provide credit support during the term of the agreement or until such earlier time as DTE Capital had been assigned investment-grade ratings.

Expenditures for 1996 non-regulated investments are estimated to range from $100 million to $200 million.

UTILITY OPERATIONS

Detroit Edison, incorporated in Michigan since 1967, is a regulated public utility engaged in the generation, purchase, transmission, distribution and sale of electric energy in a 7,600 square mile area in Southeastern Michigan. Detroit Edison's service area includes about 13% of Michigan's total land area and about half of its population (approximately five million people). Detroit Edison's residential customers reside in urban and rural areas, including an extensive shoreline along the Great Lakes and connecting waters. See operating revenues, sales and customer data by rate class below.

Operating Revenues	1995 Amount	1995 Percent of Total	1994 Amount	1994 Percent of Total	1993 Amount	1993 Percent of Total
	(Thousands, except percentages)					
Electric						
Residential	$1,210,925	33.3%	$ 1,136,169	32.3%	$ 1,125,624	31.7%
Commercial	1,495,820	41.1	1,473,309	41.9	1,428,321	40.2
Industrial	728,088	20.0	736,339	20.9	720,002	20.2
Sales for resale and other (1)	125,637	3.5	102,534	2.9	193,410	5.4
Total System	3,560,470	97.9	3,448,351	98.0	3,467,357	97.5
Interconnection	50,979	1.4	43,141	1.2	60,363	1.7
Total Electric	3,611,449	99.3	3,491,492	99.2	3,527,720	99.2
Steam Heating	24,095	0.7	27,849	0.8	27,491	0.8
Total Operating Revenues	$3,635,544	100.0%	$ 3,519,341	100.0%	$ 3,555,211	100.0

(1) Primary pumping operating revenues, sales and customers are included in commercial in 1995 and 1994 and in the other category in 1993.

Sales	1995 Amount	1995 Increase (Decrease) From Prior Year	1994 Amount	1994 Increase (Decrease) From Prior Year	1993 Amount	1993 Increase (Decrease) From Prior Year
Electric (thousands of kWh)						
Residential	13,006,210	6.9 %	12,169,417	1.1 %	12,032,342	6.4 %
Commercial	17,470,922	2.5	17,041,446	6.5	15,996,307	4.0
Industrial	13,825,456	3.5	13,356,351	5.9	12,618,018	6.7
Sales for resale and other (1)	1,670,409	5.3	1,586,162	(31.6)	2,317,793	6.5
Total System	45,972,997	4.1	44,153,376	2.8	42,964,460	5.6
Interconnection	2,968,706	50.1	1,978,135	(45.2)	3,611,455	12.7
Total Electric	48,941,703	6.1 %	46,131,511	(1.0) %	46,575,915	6.1 %
Steam Heating (thousands of lbs.)	2,968,324	(4.5)%	3,109,596	3.5 %	3,004,394	- %

(1) See footnote reference above.

Customers (at Year-End)	1995	1994	1993
Electric			
Residential	1,824,917	1,805,141	1,790,197
Commercial	173,651	172,221	170,453
Industrial	956	889	850

Other (1)	1,979	1,967	2,034
Total System	2,001,503	1,980,218	1,963,534
Interconnection	7	7	7
Total Electric	2,001,510	1,980,225	1,963,541
Steam Heating	344	367	378

(1) See footnote reference on Page 7.

During 1995, sales to automotive and automotive-related customers accounted for approximately 11% of total operating revenues. Detroit Edison's 30 largest industrial customers accounted for approximately 17% of total operating revenues in 1995, 18% in 1994 and 1993 and no one customer accounted for more than 3%.

Set forth below are comparisons of total system sales by year and quarter.

	1995	1994	1993
	(Thousands of kWh)		
First Quarter	11,032,446	10,892,135	10,583,641
Second Quarter	11,004,935	10,696,503	10,170,611
Third Quarter	12,685,866	11,790,735	11,606,908
Fourth Quarter	11,249,750	10,774,003	10,603,300
Total System	45,972,997	44,153,376	42,964,460

Detroit Edison generally experiences its peak load and highest total system sales during the third quarter of the year as a result of air conditioning and cooling-related loads. In 1995 a new all-time peak of 10,049 MW was reached in August.

For information on an interruptible rate, commonly known as R-10, and the special manufacturing contracts which are expected to reduce revenues and peak demand, see "Regulation and Rates" and for information on Detroit Edison's future sales growth which may be limited by the economic base in Detroit Edison's service territory, see Item 7 - Management's Discussion and Analysis of Financial Condition and Results of Operations.

For further information on financial results of the Company's operations, see Item 6 - Selected Financial Data, Item 7 - Management's Discussion and Analysis of Financial Condition and Results of Operations, Item 8 - Financial Statements and Supplementary Data and Item 14 - Exhibits, Financial Statement Schedules and Reports on Form 8-K.

CERTAIN FACTORS AFFECTING PUBLIC UTILITIES

Detroit Edison, in common with other domestic public utilities, is addressing efforts at both the Federal and state levels to make the energy markets competitive. Federal

legislation, as well as administrative proceedings, dealing with competitive

issues and the effects of competition on both public utilities and consumers is pending and proposed. Issues under consideration include: (1) the recovery of stranded costs by public utilities now recovering capital costs under traditional ratemaking principles, (2) retail wheeling and open transmission access, and (3) revisions to (and the possible repeal of all or portions of) various federal energy-related statutes such as the Federal Power Act, the Federal Public Utility Regulatory Policy Act and the Federal Public Utility Holding Company Act.

On January 8, 1996, Michigan Governor John Engler forwarded to the MPSC a report on economic development recommendations for electric and gas utility reform in Michigan prepared by the MJC. The essential component of the MJC's recommended strategy for lowering energy costs is the promotion of competition and customer choice. The Governor strongly encouraged the MPSC to use the report as guiding principles in its continued efforts to promote competition within reasonably established time frames.

The MJC's recommendations, if implemented would: (1) allow new industrial and commercial load to purchase energy from providers of their choice beginning January 1, 1997 assuming that the Michigan public utilities subject to the new rules would be permitted to sell power on a reciprocal basis, (2) establish a Michigan statewide wholesale power pool by January 1, 1998, and (3) permit all industrial and commercial customers to be able to choose their energy providers by January 1, 2001. The proposals recognize that the transition to a more competitive market requires that the recovery of stranded costs be addressed. In addition, the proposals favor the unbundling of rate tariffs into functional components.

The MPSC has not yet taken action with respect to the MJC's recommendations. However, the Michigan House Public Utilities Committee and the Michigan Senate Technology and Energy Committee have recognized the need for a review of existing Michigan energy-related statutes regulating public utilities. These Committees have announced a two-part legislative approach: (1) preparing for competition and (2) an examination of regulatory flexibility and any industry realignment necessary to produce an efficient, competitive and deregulated industry.

Detroit Edison is monitoring the progress and development of Federal and Michigan legislative and administrative efforts, but is unable to predict, at this time, the form of legislative and administrative revisions.

In a preliminary response to competitive pressures, Detroit Edison has developed an interruptible rate for industrial customers and has, also, entered into special manufacturing contracts with Chrysler Corporation, Ford Motor Company and General Motors Corporation. These competitive responses are expected to reduce revenues.

Nevertheless, Detroit Edison continues to believe that, based on current conditions, it operates under cost-based-rate regulation.

On February 12, 1996, Detroit Edison and five other Midwest utilities announced an agreement to develop an independent organization to plan and operate the combined regional transmission systems of the utilities under proposed new federal rules promoting competition at the wholesale level. Plans for the independent organization, known as the Independent System Operator, are expected to be filed with the FERC later in 1996 and will be implemented in stages.

In addition, Detroit Edison, in common with other domestic public utilities, is subject to extensive environmental regulation. Additional costs may result as the effects of various chemicals on the environment (including nuclear waste) are studied and governmental regulations are developed and

implemented. The costs of future nuclear decommissioning activities are the subject of increased regulatory attention.

See Notes 1, 2 and 3, Item 7 - Management's Discussion and Analysis of Financial Condition and Results of Operations - Liquidity and Capital Resources and "Regulation and Rates - Federal Energy Regulatory Commission" herein.

CAPITAL EXPENDITURE PROGRAM

Detroit Edison has no current plans to construct additional generating plants. However, an IRP, reviewed by the MPSC biennially, recognizes that the need for additional capacity may be satisfied by the return to service of certain units in economy reserve status and various DSM programs. See "Regulation and Rates - Michigan Public Service Commission - Integrated Resource Plan."

Capital expenditures in 1995, 1994 and 1993 were $454 million (including $4 million of AFUDC), $366 million (including $4 million of AFUDC) and $396 million (including $3 million of AFUDC), respectively. Also, the purchase of leased equipment totaled $11.5 million in 1994 and $2.4 million in 1993.

Projections for the 1996-2000 period contemplate capital expenditures of approximately $2.1 billion (including an estimated $20 million of AFUDC). The 1996 capital expenditure program is budgeted at $484 million (including $6 million of AFUDC). The 1996 capital expenditure program includes planned expenditures for production plant improvement projects ($99 million), transmission and distribution facilities ($198 million), general plant projects ($92 million) and miscellaneous construction and construction overheads capitalized ($95 million).

FINANCING

Orders of the MPSC permit Detroit Edison to issue approximately $2.03 billion of securities for the purpose of refinancing debt and equity and to replace funds used for those purposes. Detroit Edison also has MPSC authority to refinance a substantial portion of its non-taxable debt obligations.

Detroit Edison's outstanding MPSC orders authorizing securities issuances remain effective. However, as a result of a change in the law, the MPSC no longer has the authority to issue new securities orders. As such, all future requests for authority to issue securities will be made to FERC.

Detroit Edison has an effective Shelf Registration Statement on file with the SEC pursuant to which it may issue up to $165 million in debt securities after taking into account debt issuances of $185 million in February 1996.

In May 1995, FERC issued its order authorizing the continuation of Detroit Edison's $1 billion of short-term borrowing authority. This authority will be in effect through May 31, 1997. At February 29, 1996, Detroit Edison had short-term credit arrangements of $452 million under which no borrowings were outstanding.

At December 31, 1995, the book value of the Company's common stock was $23.62 per share as compared to $22.89 per share at December 31, 1994.

See Notes 7, 8, 10 and 16.

PROPERTIES

The summer net rated capability of Detroit Edison's generating units is as follows:

Plant Name (1)	Location By Michigan County	Summer Net Rated Capability (2) (3) (MW)	%	Year in Service
Fossil-fueled Steam-Electric				
Belle River (4)	St. Clair	1,026	10.3%	1984 and 1985
Greenwood	St. Clair	785	7.8	1979
Harbor Beach	Huron	103	1.0	1968
Marysville	St. Clair	167	1.7	1930, 1943 and 1947
Monroe	Monroe	3,000	30.0	1971, 1973 and 1974
River Rouge	Wayne	500	5.0	1957 and 1958
St. Clair	St. Clair	1,379	13.8	1953, 1954, 1961 and 1969
Trenton Channel	Wayne	725	7.2	1949, 1950 and 1968
		7,685	76.8%	
Oil or Gas-fueled Peaking Units	Various	525	5.2	1966-1971 and 1981
Nuclear-fueled Steam-Electric				
Fermi 2 (5)	Monroe	876	8.8	1988
Hydroelectric Pumped Storage				
Ludington (6)	Mason	917	9.2	1973
		10,003	100.0%	

(1) See Note 10.

(2) Summer net rated capabilities of generating units in service are based on periodic load tests and are changed depending on operating experience, the physical condition of units, environmental control limitations and customer requirements for steam, which otherwise would be used for electric generation.

(3) Excludes two oil-fueled units, River Rouge Unit No. 1 (206 MW) and St. Clair Unit No. 5 (250 MW), and one coal-fueled power plant, Conners Creek (236 MW), all in economy reserve status.

(4) The Belle River capability represents Detroit Edison's entitlement to 81.39% of the capacity and energy of the plant. See Note 4.

(5) Fermi 2 has a design electrical rating (net) of 1,139 MW. However due to certain equipment limitations, the plant is operating at a reduced capability. See Note 2.

(6) Represents Detroit Edison's 49% interest in Ludington with a total capability of 1,872 MW. Detroit Edison will lease 312 MW to The Toledo Edison Company for the six-year period June 1, 1996 through May 31, 2002.

The four Monroe units, two Belle River units, Fermi 2 and one unit at each of the Trenton Channel and St. Clair Power Plants account for 5,852 MW of Detroit Edison's summer net rated capability. These units, which commenced commercial operation during the period 1968 through 1988, are Detroit Edison's larger, more efficient generating units. The Monroe, Belle River, St. Clair and Fermi 2 Power Plants provided approximately 42%, 16%, 15% and 11%, respectively, of Detroit Edison's total 1995 power plant generation.

Sources of electric energy were as follows:

	1995	1994	1993
	(Thousands of MWh)		
Power plant generation			
Fossil	41,636	42,410	38,882
Nuclear	5,092	-	8,274
Purchased power	5,423	6,599	2,211

Net system output	52,151	49,009	49,367

Detroit Edison and Consumers are parties to an Electric Coordination Agreement providing for emergency assistance, coordination of operations and planning for bulk power supply, with energy interchanged at nine interconnections. Detroit Edison and Consumers also have interchange agreements to exchange electric energy through 12 interconnections with The Toledo Edison Company, Indiana Michigan Power Company, Northern Indiana Public Service Company and Ontario Hydro. In addition, Detroit Edison has interchange agreements for the exchange of electric energy with Michigan South Central Power Agency, Rouge Steel Company and the City of Wyandotte.

Detroit Edison also purchases energy from cogeneration facilities and other small power producers. Energy purchased from cogeneration facilities and small power producers amounted to $20.6 million, $16.7 million and $13.9 million for 1995, 1994 and 1993, respectively, and is currently estimated at $27.1 million for 1996.

An all time peak demand of 10,049 MW was experienced for Detroit Edison's system on August 14, 1995, with a reserve margin of 2.3%. Previous peaks were 9,878 MW set in June 1995 and 9,684 MW set in June 1994. Based on the current load forecast and planned generating capability, Detroit Edison estimates that its summer reserve margin,

expressed as a percentage of peak demand, will be approximately 12% for 1996 and 1997. Included as part of the 1996 and 1997 reserve margin projections are Detroit Edison's present and projected capacity purchases and anticipated peak reductions due to the implementation of various DSM programs, including the R-10 interruptible rate. The 1996 and 1997 reserve margins meet Detroit Edison's current planning criterion, which specifies a minimum reserve margin of 12%.

Detroit Edison's electric generating plants are interconnected by a transmission system operating at 24 to 345 kilovolts through 94 transmission stations. As of December 31, 1995, electric energy was being distributed in Detroit Edison's service area through 579 substations over 2,987 distribution circuits.

See Note 5 for information on an agreement providing for the sale, assignment and repurchase, from time to time, of an undivided ownership interest in $200 million of Detroit Edison's customer accounts receivable and unbilled revenues.

See Note 14 for information on the write-off of the remaining net book value of Detroit Edison's steam heating plant assets.

FUEL COSTS AND SUPPLY

Detroit Edison's 1991 through 1995 generating capability was primarily dependent upon coal. Fuel information for these periods is shown below.

	Cents Per Million BTU					Percent of Total Fuel Consumed				Average Cost Per Ton of Coal Consumed
	Coal	Nuclear	Oil	Gas	All Fuels	Coal	Nuclear	Oil	Gas	
1995	139cents	108cents	359cents	204cents	137cents	85%	14%	-%	1%	$ 28.78
1994	153	-	337	285	157	99	-	-	1	32.25
1993	154	111	358	259	148	81	18	-	1	31.68
1992	160	97	403	212	150	81	17	-	2	32.88
1991	159	109	409	196	153	84	14	1	1	33.21

COAL. Detroit Edison estimates that it will require approximately 600 million tons of coal over the next 35 years for its coal-fueled generating units. Detroit Edison expects to obtain a significant portion of its requirements through long-term contracts and the balance through short-term agreements and spot purchases. Detroit Edison has contracts with five coal suppliers for a total purchase of up to 85 million tons of low-sulfur western coal to be delivered during the period from 1996 through 2005. It also has several contracts for the purchase of approximately 16 million tons of Appalachian coal with varying contract expiration dates through 1999. These existing long-term coal contracts include provisions for market price reopeners and price escalation as well as de-escalation.

The low-sulfur western coal contracts have a maximum sulfur content of 0.55%. The Appalachian coal contracts range in maximum sulfur content from 0.80% to 2.8%. As required by the Michigan Air Pollution Control Commission, Detroit Edison's aggregate consumption of both types of coal averages below 1% sulfur content.

For further information on environmental matters, see "Environmental Matters" and Item 7 - Management's Discussion and Analysis of Financial Condition and Results of Operations.

OIL. Detroit Edison purchases No. 2 oil, used principally for peaking units and start-up for other units, and No. 6 oil, used principally by Greenwood Unit No. 1, through short-term agreements and spot market purchases.

GAS. Natural gas is used principally at one of Detroit Edison's steam heating plants and Greenwood Unit No. 1. Natural gas requirements are met through short-term agreements and spot market purchases.

NUCLEAR. Renaissance holds title to the nuclear fuel utilized at Fermi 2. Under the terms of a heat purchase contract between Detroit Edison and Renaissance, Detroit Edison makes quarterly payments to Renaissance for the cost of the nuclear fuel consumed and interest expense. For information on nuclear fuel financing, see Notes 8 and 9.

Detroit Edison has sufficient supplies to meet 1996 plant refueling requirements. Also, Detroit Edison believes that adequate uranium supplies exist to supplement existing contracts to meet plant requirements beyond 1996. Detroit Edison has a contract with the DOE for the future storage and disposal of spent nuclear fuel from Fermi 2. Under the terms of the contract, Detroit Edison makes quarterly payments to the DOE based upon a fee of 1 mill per kWh applied to the Fermi 2 electricity generated and sold. Fees levied for 1995 totaled $5 million. The spent nuclear fuel will be stored on site until the DOE accepts it for disposal. The DOE has stated that it will be unable to store spent nuclear fuel at a permanent repository until after 2010. However, the DOE and utilities with nuclear units are pursuing other interim storage options. On September 7, 1995, Detroit Edison, along with two other utilities, filed a petition for review in the United States Circuit Court of Appeals for the District of Columbia. The petition seeks to overturn a decision of the DOE that it does not have a legal obligation to begin accepting spent nuclear fuel from nuclear utilities commencing January 31, 1998. The petition seeks to affirm that such an obligation exists and to establish court oversight of the development of a schedule by the DOE to accept spent nuclear fuel by that date. This action has been consolidated with existing litigation brought by a number of other utilities as well as a number of states. It is estimated that existing temporary storage capacity at Fermi 2 will be sufficient until the year 2001, or until 2019 with the expansion of such storage capacity.

REGULATION AND RATES

MICHIGAN PUBLIC SERVICE COMMISSION. Detroit Edison is subject to the general regulatory jurisdiction of the MPSC, which, from time to time, issues its orders pertaining to Detroit Edison's conditions of service, rates and recovery of certain costs, accounting and various other matters.

As a result of a change in the law, the MPSC no longer has the authority to issue new securities orders. As such, all future requests for authority to issue securities will be made to FERC.

MPSC orders issued in December 1988 and on January 21, 1994 are currently in effect with respect to Detroit Edison's rates and certain other revenue and operating-related matters.

On January 21, 1994, the MPSC issued an order reducing Detroit Edison's rates in the amount of $78 million annually. The order is the subject of various appeals before the Michigan Court of Appeals. See Note 3 for a discussion of the provisions of the January 21, 1994 order.

On March 30, 1995, Detroit Edison submitted its 1994 PSCR reconciliation filing with the MPSC. On December 7, 1995, the MPSC approved a partial settlement agreement resolving most of the issues regarding the 1994 PSCR reconciliation and the Fermi 2 capacity factor performance standard disallowance for 1994. A January 1996 refund of $7.7 million plus interest was made to PSCR customers. Also, Interruptible Supply Rider (R-10) customers received a refund of $2.6 million. This partial settlement is the culmination of several settlement agreements whose intent is to hold customers harmless from the effects of the December 1993 turbine-generator failure at Fermi 2. The final MPSC order is still pending regarding unresolved issues. The Administrative Law Judge has recommended an additional refund of $4 million.

Conservation and Demand-Side Management Programs - As the result of a generic review of Michigan conservation programs, the MPSC in June 1988 ordered each Michigan gas and electric utility to file a biennial energy conservation report, including a three-year plan. Detroit Edison continues to operate programs in compliance with the generic order and the more recent order on January 21, 1994.

On April 11, 1994, the MPSC issued an order approving a partial settlement agreement covering Detroit Edison's energy conservation programs for the period 1994-1996. The order authorizes Detroit Edison to collect $21.2 million through a surcharge for the three-year program to install energy conservation measures in low-income customer households.

Also, as discussed in Note 3, the January 21, 1994 MPSC order authorized a three-year DSM program of up to $41.5 million ($7.6 million in 1994, $14.9 million in 1995 and $19 million in 1996). Detroit Edison collected approximately $7 million for the 1994 DSM

program. In September 1994, Detroit Edison filed for approval of a reduced DSM surcharge and programs totaling $4.9 million in 1995, which were approved by an MPSC order issued on July 31, 1995. In September 1995, Detroit Edison filed testimony with the MPSC outlining its proposed $4 million 1996 DSM plan to implement customer-focused demand reduction programs that will lower customer rates, and to eliminate the customer surcharge for the plan. An MPSC order approving the 1996 DSM plan is expected in May 1996.

Integrated Resource Plan - Detroit Edison's IRP is designed to provide resource plans which have adequate flexibility to react to major changes and at the same time address the concerns of its customers. It attempts to minimize

risks and costs to customers and shareholders alike, while maintaining an appropriate balance between demand-side and supply-side alternatives. Detroit Edison's first IRP proposed to meet future load requirements by utilizing existing power plant units that are in economy reserve status rather than building new plants.

On September 1, 1994, Detroit Edison filed its biennial third IRP with the MPSC. This IRP, which covered a 15-year (1994-2008) study period, called for the return to service of existing plant and a DSM program that will continue to provide for interruptible service to large primary customers which is expected to reduce peak demand by 500 MW. The recommended IRP indicated that the restart of the Conners Creek coal-fired units that are currently in economy reserve is the most economic supply-side option for use as the avoided unit for future capacity solicitations.

Competitive Bidding - In July 1992, the MPSC issued an order establishing a competitive bidding framework for future electric capacity solicitations for Detroit Edison. The MPSC directed Detroit Edison to proceed with a capacity solicitation proceeding based on its 1992 IRP, which outlined Detroit Edison's long-range plan for meeting its customers' electricity needs, and to submit a RFP to meet the need for any future electrical capacity. On May 1, 1995, Detroit Edison filed its preliminary RFP to solicit bids for the acquisition of new capacity starting in the year 2004. The filing describes Detroit Edison's future requirements for additional generating capacity and addresses the role competitive bidding will play in meeting that capacity need. To better serve its customers in an increasingly competitive marketplace, Detroit Edison is proposing customer load management options which have the potential to provide an additional 500 MW of peak reduction by the year 2003. On July 14, 1995, Detroit Edison updated its case to reflect the MPSC's June 19, 1995 Retail Wheeling order.

Retail Wheeling - The MPSC has been considering the propriety of retail wheeling programs. On June 19, 1995, the MPSC issued a final order finding that an experimental retail wheeling program is in the public interest and established rates and charges for the five-year experimental program. Under the program, retail wheeling customers would make their own arrangements to procure power. Implementation of the experimental program would be limited to 90 MW for Detroit Edison and will be coordinated with Detroit Edison's next solicitation of new capacity. On July 14, 1995, Detroit Edison filed testimony supporting its proposal for implementing the MPSC's experimental retail

wheeling program including requirements for collecting data and evaluating the experiment. Detroit Edison's identified need date for new capacity is 2004. The MPSC Staff supported a need date of 1997 and recommended that the experiment should begin in 1998. Briefs were filed on February 9, 1996 and Reply Briefs on February 28, 1996. The MPSC Staff is now recommending that the MPSC open a new docket to consider a much larger retail wheeling experiment than the 90 MW ordered previously. The MPSC Staff, ABATE and Energy Michigan are requesting that the retail wheeling experiment begin immediately, regardless of the MPSC's determination of the capacity need date.

On July 19, 1995, Detroit Edison filed a claim of appeal of the MPSC's April 11, 1994 interim order and June 19, 1995 final order with the Michigan Court of Appeals. Along with other claims, Detroit Edison asserts that the MPSC lacks authority to compel Detroit Edison to undertake retail wheeling involuntarily and that the rates, terms and conditions for retail wheeling transmission service are subject to federal rather than state jurisdiction. Appeals and/or cross appeals of the MPSC's retail wheeling orders have also been filed by Consumers, Dow Chemical Company, ABATE and the Michigan Attorney General.

On March 1, 1996, MascoTech Forming Technologies, Inc., a Detroit Edison industrial customer currently purchasing approximately 25 MW of electricity annually (with the potential for an additional 6 MW annually), petitioned the

MPSC to establish a "cost based fair and pro-competitive transportation rate" for its new and existing electric load. On March 19, 1996, Detroit Edison filed a motion to dismiss with the MPSC, asserting that the MPSC lacks jurisdiction to establish the requested rate.

Special Manufacturing Contracts - As part of a continuing response to the challenge of competition, Detroit Edison entered into 10-year special manufacturing contracts with Chrysler Corporation, Ford Motor Company and General Motors Corporation, covering 54 of the Big Three automakers' largest manufacturing locations in Southeastern Michigan. These long-term contracts are expected to reduce annual operating revenues in amounts ranging from about $30 million in 1995 to $50 million in 1999 through 2004. Detroit Edison expects to offset these reductions by further reducing operating expenses. On March 23, 1995, the MPSC issued an order approving the special manufacturing contracts. The MPSC also found that Detroit Edison should assume full responsibility for negotiating the discounted prices and that its shareholders should expect to absorb much, if not all, of any revenue shortfall caused by the pricing and other contract provisions that Detroit Edison negotiates. Therefore, unless Detroit Edison can make a compelling showing why a different ratemaking treatment is justified, the MPSC will not permit Detroit Edison to reallocate the costs of serving contract customers to other ratepayer classes. In addition, the MPSC agreed that other ratepayers should be protected from any under-recoveries of PSCR costs and the other Detroit Edison surcharges as a result of the contracts.

Capacity and Energy Purchase - On October 25, 1995, the MPSC issued an order approving Detroit Edison's long-term capacity and energy purchase from Ontario Hydro. On November 27, 1995, the Michigan Attorney General filed an application for leave to appeal the order in the Michigan Court of Appeals. The purchase is for 300 MW, on a

seasonal basis from mid-May through mid-September for the years 1996 through 2001. This purchase will offset a concomitant agreement to lease 312 MW of Detroit Edison's 917 MW Ludington capacity entitlement, to The Toledo Edison Company for essentially the same time period. The net economic effect of the Ludington lease and the Ontario Hydro purchase will be to provide Detroit Edison's customers with an estimated reduction in PSCR expense of $74 million which will be passed through to customers through the PSCR clause.

For further information on regulation, rates and proposed policy changes, see "Certain Factors Affecting Public Utilities" herein, Note 3 and Item 7 - Management's Discussion and Analysis of Financial Condition and Results of Operations.

FEDERAL ENERGY REGULATORY COMMISSION. Detroit Edison is subject to the general jurisdiction of the FERC with respect to accounting, sales for resale in interstate commerce, issuances of securities, the licensing of Ludington and other matters. Detroit Edison's electric transmission facilities, interconnected with those of Ontario Hydro at the United States - Canada border, are subject to safety regulation by various departments of the United States government and to a permit administered by the ERA. The transmission of electric energy to Ontario Hydro is subject to regulation by the FERC and the ERA.

On March 29, 1995, the FERC issued a Notice of Proposed Rulemaking seeking comments on several proposals for encouraging more competitive wholesale electric power markets. The proposals address several fundamental issues facing the electric power industry including transmission open access, stranded costs, jurisdiction over transmission in interstate commerce including retail wheeling, pricing of transmission service including ancillary services, the "bright-line" between transmission and local distribution, real-time information networks and the implementation of open access pro-forma tariffs. The FERC is also considering guidelines for the operation of power pools and requiring the use of an independent system operator to ensure comparability of

service and the mitigation of market power. Final rules are expected to be issued in the second quarter of 1996.

In 1986, the Michigan Attorney General and the Michigan Natural Resources Commission filed a state lawsuit against Detroit Edison and Consumers as co-owners of Ludington for claimed aquatic losses. Detroit Edison is a 49% co-owner of Ludington. On October 5, 1994, Detroit Edison and all other parties to the state lawsuit and a related FERC proceeding reached a tentative settlement. The settlement was contingent upon FERC and MPSC approval. In January 1996, the FERC approved the settlement agreement, and in February 1996, the MPSC approved those portions of the settlement agreement related to Consumers. In February 1996, Detroit Edison waived prior MPSC approval for the settlement to become effective, but reserved the right to seek rate recovery in the next main rate case or other MPSC proceeding covering the subject matter of the settlement. See Note 12.

NUCLEAR REGULATORY COMMISSION. The NRC has regulatory jurisdiction over all phases of the operation, construction (including plant modifications), licensing and decommissioning of Fermi 2. Reports on plant operation are filed with the NRC on a periodic basis. The scope of regulation is such that from time to time assertions may be made that deviations from prescribed standards and the unit's operating license have occurred. Assertions of such a nature are subject to the NRC's investigative, administrative and appeal procedures and are considered to be pending until such time as review within the NRC is completed. At the conclusion of an investigation, the NRC may assess a fine which should, in accordance with NRC regulations, be calculated in a manner designed to take into account the severity, length and safety significance of the alleged infraction. No fines were assessed by the NRC to Detroit Edison in 1995.

In May 1996, the NRC is expected to issue the fifteenth Systematic Assessment of Licensee Performance which covers Fermi 2 operations during the period from April 1994 through March 1996.

See Note 2 for further information on matters related to Fermi 2.

ENVIRONMENTAL MATTERS

Detroit Edison, in common with other electric utilities, is subject to applicable permit requirements and to increasingly stringent federal, state and local standards covering, among other things, particulate and gaseous stack emission limitations, the discharge of effluents (including heated cooling water) into lakes and streams and the handling and disposal of waste material. In November 1990, the federal Clean Air Act was amended to further strengthen federal regulations governing air emissions. For further information on matters related to the 1990 Amendments to the federal Clean Air Act, see Item 7 - - Management's Discussion and Analysis of Financial Condition and Results of Operations.

Through 1995, Detroit Edison's capital expenditures for environmental control and protection facilities were approximately $2.9 billion, including expenditures of $15 million in 1995. Detroit Edison's 1996 capital expenditure budget for environmental protection is approximately $9 million.

In 1995, the MDNR split into two organizations, the MDNR, with responsibilities for land and wildlife issues, and the MDEQ, with responsibilities for air and water discharge permitting, waste and other industrial compliance issues. Detroit Edison will be regulated by both departments.

AIR. Detroit Edison's operations are subject to environmental regulations of the EPA, the State of Michigan and Wayne County. Under the federal Clean Air Act of 1970, as amended, the EPA has the authority to adopt and implement

additional regulations in support or in substitution of state and local enactments where the EPA deems such enactments to be deficient in relation to its regulations.

A May 1992 EPA rule provides an exemption from new source review for major modifications at utility facilities associated with pollution control projects unless the EPA administrator determines the modification renders the unit "less environmentally beneficial."

Title III of the Clean Air Act Amendments of 1990, Hazardous Air Pollutants, requires EPA to conduct two studies specifically related to emissions from electric utility steam generating units and report the results to Congress. In the first utility study, EPA must assess the hazards to public health reasonably anticipated to occur from these emissions. The administrator can regulate utility emissions if the study results indicate it is appropriate and necessary to do so. The report to Congress was to be submitted November 15, 1993. It has not yet been completed. EPA's second utility study is specific for mercury and was to have been completed by November 15, 1994. The report to Congress for this study has also been delayed. In May 1993, the Michigan Environmental Science Board recommended that the Governor direct the MPSC to require utilities to compile an accurate emission inventory. Detroit Edison has submitted such information to the MPSC. Until studies are completed and resulting regulations, if any, are promulgated, the impact on Detroit Edison cannot be determined. Michigan's Mercury Pollution Prevention Task Force is expected to release its final report in early 1996.

WATER. NPDES permits for Detroit Edison's power plants are issued by the MDEQ pursuant to delegation by the EPA under the federal Clean Water Act. One renewal permit application will be filed in 1996. Six permit applications (submitted in 1994 and earlier) remain pending; the expired permits remain effective until new permits are issued or denied.

In an effort to streamline the industrial facility permitting process, in 1993 the MDEQ created a program to issue general storm water discharge permits for various types of facilities across the state. Instead of applying for individual permits, companies are now required to notify the state of the operating facilities which should be included under the general permits. In 1994, Detroit Edison filed Notices of Intent with the MDEQ for coverage for ten facilities under the NPDES general permit for storm water discharges associated with industrial activity. Detroit Edison received Certificates of Coverage for the facilities in late 1994 and early 1995. These certificates are valid for the life of the general permit, which expires on January 31, 1999. A Storm Water Discharge Permit fee program was implemented by the MDEQ in January 1996 and requires the annual payment of $200 per facility.

Detroit Edison is required to demonstrate that the cooling water intake structures at all of its facilities reflect the "best technology available for minimizing adverse environmental impact." Detroit Edison filed such demonstrations in July 1976 and the MDEQ Staff accepted all except those relating to the St. Clair and Monroe Power Plants. The MDEQ Staff rejected the St. Clair demonstration and requested additional information, which was submitted. The MDEQ Staff never made a formal initial decision about the intake at Detroit Edison's Monroe Power Plant but requested additional information which was

submitted on alternative intake technologies. In the event of a final adverse decision, Detroit Edison may be required to install additional control technologies to further minimize the impact.

Detroit Edison was required under its Monroe Power Plant NPDES permit to demonstrate that thermal discharge from the plant does not cause an adverse environmental impact on Lake Erie. Such demonstration was submitted to the MWRC and subsequently approved in 1976. The demonstration has been under review by the EPA which indicated that it was unable to concur in the acceptability of the demonstration until additional information had been provided with respect to the cooling water intake effects of the plant. Additional information was submitted, but it is unknown at this time when this issue will be resolved, or what the impact, if any, upon Detroit Edison will be.

WASTES AND TOXIC SUBSTANCES. The Michigan Solid Waste and Hazardous Waste Management Acts, the Michigan Environmental Response Act and the Federal Resource Conservation and Recovery Act, Toxic Substances Control Act, and Comprehensive Environmental Response, Compensation and Liability Act regulate Detroit Edison's handling, storage and disposal of its waste materials.

A nationwide environmental problem is the discovery of improperly disposed of, hidden or buried hazardous wastes. Detroit Edison has extensive property holdings, including approximately 400 miles of transmission corridors which are accessible to the public. Detroit Edison could be responsible for clean-up of wastes found on its property, despite the fact that the dumping may have occurred without Detroit Edison's permission.

On June 5, 1995, Governor John Engler signed P.A. 71 of 1995, which amended the Michigan Environmental Response Act, now part of the Natural Resources and Environmental Protection Act. Among other changes, P.A. 71 amended the liability standards to hold a person liable for remediation only if they are responsible for an activity causing a release of a substance to the environment. Since the previous standard of liability was simply ownership of the property, Detroit Edison believes the amendment will remove deterrences to development in its service territory and more fairly allocate clean-up costs to those responsible. However, companies are still liable under federal law.

Detroit Edison's Lulu-Milan transmission corridor in northwestern Monroe County was used as a dump site for drums of paint sludges, solvents and some PCB's and a portion of the corridor and adjoining property is listed on the State's "Priority List of Environmental Contamination Sites." Although not responsible for placing the drums there, Detroit Edison has spent approximately $550,000 on clean-up and disposal costs. In June 1993, Detroit Edison and the MDEQ reached an agreement to hire contractors to perform additional investigative and remedial work at the site. While the costs will be shared between Detroit Edison and the state, it is impossible at this time to predict what impact this will have upon Detroit Edison.

See Note 12 for information on the Carter Industrials site matter.

A landfill site abandoned by the South Macomb Disposal Authority and now owned in part by Detroit Edison is being surveyed by the MDEQ for possible contamination. Detroit Edison could be required to contribute toward clean-up costs, if any occur. It is unknown at this time what impact, if any, this situation will have upon Detroit Edison.

Detroit Edison has received letters from the EPA requesting information about its involvement with the following sites of identified contamination in Michigan: Rasmussen Dump site in Green Oak Township, Livingston County; Metamora Landfill site in Lapeer County; and the Pioneer Equipment Company site in Detroit. Detroit Edison has examined its records and finds no evidence of any involvement at these sites. This information has been communicated to the EPA, but it remains unknown what impact, if any, the EPA's ongoing investigations will have upon Detroit Edison.

In February 1992, Detroit Edison received formal notice from the MDEQ that

the Port of Monroe Landfill Site had been identified as a site of environmental contamination. Also in February 1992, after an investigation of its records, Detroit Edison sent a letter to the MDEQ stating its belief that it has never disposed of hazardous material at the Port of Monroe Landfill Site. On March 14, 1994, the MDEQ sent formal notice to the PRPs (but not to Detroit Edison) that it is seeking reimbursement for its past costs and interest totaling $750,000. The PRPs sent a letter to Detroit Edison on April 8, 1994 advising that they will seek a contribution from Detroit Edison on grounds that they believe it to be a party despite the MDEQ's decision not to include it. It is unknown what impact, if any, this situation will have upon Detroit Edison.

In March 1989, the EPA served Detroit Edison with an investigative subpoena requesting extensive information regarding Detroit Edison's PCB activities. Detroit Edison responded to the investigative subpoena in June 1989. It is unknown at this time what impact, if any, the investigation will have upon Detroit Edison.

EPA rules for underground storage tanks became effective in December 1988. These rules are now administered by the State of Michigan and contain requirements on new tank system installations, leak detection monitoring, notification and clean-up of leaks, corrosion resistance for new and existing tank systems and spill prevention. Of the original 90, Detroit Edison now has 66 remaining regulated underground storage tanks containing petroleum products. Although most of the tanks have been upgraded to "new tank standards," in accordance with further review of the rules, six tanks and 23 piping systems still need upgrading or replacement by December 22, 1998. It is estimated that it will cost Detroit Edison approximately $1.25 million to complete the underground storage tanks program.

On July 1, 1991, the Michigan Environmental Response Act ("Act 307") became effective. The law is patterned after the CERCLA and gives the MDEQ authority to list sites of environmental contamination and bring about environmental clean-ups within the State of Michigan. Several Detroit Edison-owned properties are on the Act 307 list as a result of diesel oil releases or dredged disposal operations, including portions of the Superior Station and portions of the St. Clair and Monroe Power Plants. Detroit Edison is

addressing these issues and it is unknown what impact, if any, they will have upon Detroit Edison.

In 1993, Detroit Edison received a letter from the MDEQ requesting information regarding the Satterlee-Sumpter Township landfill site in Wayne County. In April 1994, Detroit Edison received a letter formally naming it as a PRP in the case and requesting Detroit Edison, along with the other PRPs, to conduct a remedial investigation of the site and to pay past costs incurred by the State. The PRPs have met with the MDEQ to clarify the extent of the desired investigation. At this time, it is impossible to predict what the impact upon Detroit Edison will be.

In July 1994, Detroit Edison received a Third Party summons and complaint from Oakland Disposal, Inc., Bestway Recycling, Inc., Aero Disposal, Inc., and Oakland Disposal No. 1 regarding the use of the Waterford Hills Sanitary Landfill for disposal of hazardous waste or hazardous waste constituents. On September 6, 1995, Detroit Edison paid $5,000 as a deminimis settlement.

Detroit Edison received approval from the MDEQ on October 5, 1993 to close its hazardous waste storage facility at its Warren Service Center. The facility's hazardous waste storage area has been closed but the issue of corrective actions at solid waste management units has not yet been addressed by the MDEQ or the EPA.

The federal Low-Level Radioactive Waste Policy Act makes each state responsible for the disposal of low-level radioactive waste situated within

each state's borders. In June 1992, the United States Supreme Court upheld most of the provisions of this statute. The Court upheld the responsibility of each state to develop low-level waste facilities, but declared a provision requiring the state to take title to low-level radioactive waste in 1996 to be unconstitutional.

For further information on nuclear waste disposal, see "Fuel Costs and Supply - Nuclear."

For further information on environmental matters, see Notes 2 and 12 and Item 7 - Management's Discussion and Analysis of Financial Condition and Results of Operations.

EMPLOYEES AND EXECUTIVE OFFICERS

EMPLOYEES. The total number of employees of the Company was 8,340 (of which 8,258 employees were employed by Detroit Edison) with an average length of service of approximately 18 years. Of these, 3,253 employees are represented by unions under two collective bargaining agreements. One agreement expires in June 1999 for 2,720 employees and the other agreement expires in August 2000 for 533 employees.

EXECUTIVE OFFICERS.

NAME	AGE(a)	PRESENT POSITION	PRESENT POSITION HELD SINCE (b)
John E. Lobbia	54	Chairman of the Board and Chief Executive Officer	1-26-95
Anthony F. Earley, Jr.	46	President and Chief Operating Officer	1-26-95
Larry G. Garberding	57	Executive Vice President and Chief Financial Officer	1-26-95
Susan M. Beale	47	Vice President and Corporate Secretary	12-11-95
Ronald W. Gresens	62	Vice President and Controller	12-11-95
Leslie L. Loomans	52	Vice President and Treasurer	1-26-95
Christopher C. Nern	51	Vice President and General Counsel	1-26-95

(a) As of March 1, 1996

(b) The Company was incorporated in January 1995, and, at that time, certain officers of Detroit Edison were appointed officers of the Company.

Under the Company's By-Laws, the officers of the Company are elected annually by the Board of Directors at a meeting held for such purpose, each to serve until the next annual meeting of shareholders or until their respective successors are chosen and qualified.

Pursuant to Article VI of the Company's Articles of Incorporation, directors of the Company will not be personally liable to the Company or its shareholders in the performance of their duties to the full extent permitted by law.

Article VII of the Company's Articles of Incorporation provides that each person who is or was or had agreed to become a director or officer of the Company, or each such person who is or was serving or who had agreed to serve at the request of the Board of Directors as an employee or agent of the Company or as a director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise (including the heirs, executors, administrators or estate of such person), shall be indemnified by the Company to the full extent permitted by the Michigan Business Corporation Act or any other applicable laws as presently or hereafter in effect. In addition, the Company has entered into indemnification agreements with all of its officers and directors, which

agreements set forth procedures for claims for indemnification as well as contractually obligating the Company to provide indemnification to the maximum extent permissible by law.

The Company and its directors and officers in their capacities as such are insured against liability for wrongful acts (to the extent defined) under three insurance policies providing aggregate coverage in the amount of $85 million.

OTHER INFORMATION. Pursuant to the provisions of the Company's By-Laws, the Board of Directors has by resolution set the number of directors comprising the full Board, effective as of December 29, 1995, at thirteen.

ITEM 3 - LEGAL PROCEEDINGS.

Detroit Edison in the ordinary course of its business, is involved in a number of suits and controversies including claims for personal injuries and property damage and matters involving zoning ordinances and other regulatory matters. As of December 31, 1995, Detroit Edison was named as defendant in 129 lawsuits involving claims for personal injuries and property damage and had been advised of 25 other potential claims not evidenced by lawsuits.

From time to time Detroit Edison has paid nominal penalties which were administratively assessed by the United States Coast Guard, United States Department of Transportation under the Federal Water Pollution Control Act, as amended, with respect to minor accidental oil spills at Detroit Edison's power plants into navigable waters of the United States. Payment of such penalties represents full disposition of these matters.

Detroit Edison in its 1982 main electric rate case requested the MPSC to recognize the costs associated with the abandoned Greenwood Unit Nos. 2 and 3 for ratemaking purposes. In March 1983, the MPSC, consistent with past precedent, granted Detroit Edison authority to defer, amortize and recover these costs (over a period of 10 years) through the ratemaking process. The Michigan Attorney General appealed the MPSC's order. In August 1990, the Ingham County Circuit Court remanded this matter to the MPSC for additional findings of fact. On November 1, 1991, the MPSC issued its final order on remand affirming the earlier decision to allow rate recovery of the costs. The Ingham County Circuit Court has removed this case from the assigned judges docket pending resolution of issues determined favorable to Detroit Edison's position in a Michigan Supreme Court proceeding. Detroit Edison has amortized the costs associated with the abandoned Greenwood Unit Nos. 2 and 3 in accordance with the MPSC's order. The amortization was completed in 1993.

See Note 12.

ITEM 4 - SUBMISSION OF MATTERS TO A VOTE OF SECURITY HOLDERS.

Not applicable.

PART II

ITEM 5 - MARKET FOR REGISTRANT's COMMON EQUITY AND RELATED STOCKHOLDER MATTERS.

The Company's Common Stock is listed on the New York Stock Exchange, which is the principal market for such stock, and the Chicago Stock Exchange. The following table indicates the reported high and low sales prices of the Company's Common Stock on the Composite Tape of the New York Stock Exchange and

dividends paid per share for each quarterly period during the past two years:

CALENDAR QUARTER		PRICE RANGE HIGH	PRICE RANGE LOW	DIVIDENDS PAID PER SHARE
1994	First	30-1/4	26	$0.515
	Second	27-1/4	24-1/4	0.515
	Third	27-1/2	24-1/4	0.515
	Fourth	27-1/2	24-3/4	0.515
1995	First	29-5/8	25-3/4	$0.515
	Second	30-7/8	27-1/8	0.515
	Third	32-5/8	28-1/4	0.515
	Fourth	34-7/8	32-1/8	0.515

At December 31, 1995, there were 145,119,875 shares of the Company's Common Stock outstanding. These shares were held by a total of 143,177 shareholders.

The Company's By-Laws provide that Chapter 7B of the Michigan Business Corporation Act ("Act") does not apply to the Company. The Act regulates shareholder rights when an individual's stock ownership reaches at least 20 percent of a Michigan corporation's outstanding shares. As a result of the amendment, a shareholder seeking control of the Company cannot require the Company's Board of Directors to call a meeting to vote on issues related to corporate control within 10 days, as stipulated by the Act.

The level of dividends is dependent on earnings and other business conditions, each of which is periodically reviewed by the Company's Board of Directors.

ITEM 6 - SELECTED FINANCIAL DATA.

	Year Ended December 31				
	1995	1994	1993	1992	1991
	(Thousands, except per share amounts)				
Operating Revenues	$ 3,635,544	$ 3,519,341	$ 3,555,211	$ 3,558,143	$ 3,591,537
Net Income	$ 405,914	$ 390,269	$ 491,066	$ 557,549	$ 535,205
Earnings Per Common Share	$ 2.80	$ 2.67	$ 3.34	$ 3.79	$ 3.64
Dividends Declared Per Share of Common Stock	$ 2.06	$ 2.06	$ 2.06	$ 1.98	$ 1.88
At year end:					
Total Assets	$11,130,591	$10,992,978	$11,134,879	$10,309,061	$10,463,624
Long-Term Debt Obligations (including capital leases) and Redeemable Preferred and Preference Stock Outstanding	$ 4,004,247	$ 3,979,763	$ 4,007,622	$ 4,525,504	$ 4,900,020

28
ITEM 7- MANAGEMENT'S DISCUSSION & ANALYSIS OF FINANCIAL CONDITION & RESULTS OF OPERATIONS
DTE ENERGY COMPANY, THE DETROIT EDISON COMPANY AND SUBSIDIARY COMPANIES

This discussion and analysis should be read in conjunction with the Consolidated Financial Statements and accompanying Notes thereto, contained herein.

CORPORATE STRUCTURE
Effective January 1, 1996, DTE Energy Company became the parent holding company of The Detroit Edison Company ("Detroit Edison"). On January 1, 1996, the holders of Detroit Edison's common stock exchanged such stock on a share-for-share basis for the common stock of DTE Energy Company ("Company"). In addition, certain non-utility subsidiaries of Detroit Edison were transferred to the Company.

Detroit Edison is the principal subsidiary of the Company and, as such, this discussion explains material changes in results of operations of both the Company and Detroit Edison and identifies recent trends and events affecting both the Company and Detroit Edison. For the periods presented, the Company's operations and those of Detroit Edison are substantially the same.

RESULTS OF OPERATIONS
For the year ended December 31, 1995, the Company's net income was $405.9 million, or $2.80 per common share, up 4% from the $390.3 million, or $2.67 per common share earned in 1994. The increase in net income was due to higher sales of electricity in 1995. The sales increase was partially offset by higher operating expenses, including a non-cash loss of $42 million ($32 million after-tax), or $0.22 per common share, on Detroit Edison's steam heating business due to the Company's adoption in the fourth quarter of 1995 of Statement of Financial Accounting Standards No. 121, "Accounting for the Impairment of Long-Lived Assets and for Long-Lived Assets to Be Disposed Of" ("SFAS No. 121").

For the year ended December 31, 1994, the Company's net income was $390.3 million, or $2.67 per common share, a decrease of 20.5% from the $491.1 million, or $3.34 per common share earned in 1993. The decrease in net income was due in part to a January 21, 1994 order by the Michigan Public Service Commission ("MPSC"), which reduced Detroit Edison's rates by $78 million annually and increased depreciation and operation expenses by $84 million annually. In addition, accretion income decreased and amortization of the Fermi 2 nuclear power plant phase-in plan increased significantly in 1994. Also, Detroit Edison incurred additional one-time charges at the Fermi 2 nuclear power plant, which was out of service in 1994 due to equipment failure, for maintenance expenses and the establishment of a reserve for estimated Fermi 2 capacity factor performance disallowances in 1994-1998. The decrease in net income was limited by higher system sales and lower interest expense due to the early redemption and refinancing of higher cost debt and the redemption of maturing debt.

For the year ended December 31, 1993, the Company's net income was $491.1 million, or $3.34 per common share, a decrease of 11.9% from the $557.5 million, or $3.79 per common share earned in 1992. The decrease in net income was due to a 5% reduction in Detroit Edison's rates, effective January 1, 1993, which reduced 1993 operating revenues by $169 million, or $0.75 per common share, higher operating expenses (including amortization of Fermi 2 nuclear power plant phase-in plan deferrals and higher federal income tax expense of $10.4 million for the full year 1993, or $0.07 per common share, due to an increase in the corporate income tax rate from 34% to 35% retroactive to January 1, 1993) and lower non-operating income, partially offset by higher sales and lower interest expense due to the early redemption and refinancing of higher cost debt and the redemption of maturing debt. The reduction in electric rates was due to reinstatement of the Power Supply Cost Recovery Clause, which was suspended for a four-year period, resulting in lower billings to customers of $106 million in 1993 due to lower fuel expenses, and the expiration of an expense stabilization procedure surcharge on January 1, 1993

which provided annual revenues of $63 million in 1992 for the effects of inflation. Warm summer weather and improved economic conditions in Southeastern Michigan contributed to the sales increase.

At December 31, 1995, the book value of the Company's common stock was $23.62 per share, an increase of 3.2% since December 31, 1994. Return on average total common shareholders' equity was 11.8% in 1995, 11.6% in 1994 and 15.2% in 1993.

Detroit Edison's ratio of earnings to fixed charges for 1995, 1994 and 1993 was 3.21, 3.13, and 3.25, respectively. Detroit Edison's ratio of earnings to fixed charges and preferred and preference stock dividends for 1995, 1994 and 1993 was 2.82, 2.73, and 2.88, respectively.

OPERATING REVENUES

Total operating revenues increased (decreased) due to the following factors:

	1995	1994
	(Millions)	
Rate Changes		
MPSC rate reduction	$ (5)	$(81)
Special Manufacturing Contracts	(26)	-
Power Supply Cost Recovery Clause	(6)	(5)
	(37)	(86)
System sales volume and mix	149	103
Interconnection sales	8	(17)
Fermi 2 capacity factor performance standard reserve	(1)	(31)
Other -- net	(3)	(5)
Total	$116	$(36)

RATE CHANGES

The January 21, 1994 MPSC rate order reduced Detroit Edison's rates by $78 million annually. In keeping with the MPSC's recognition of the need for industrial customers to be competitive, the January 1994 rate reduction was allocated among the various classes of customers approximately as follows: Industrial-$43 million, Commercial-$24 million, Residential-$10 million and Governmental-$1 million.

On March 23, 1995, the MPSC issued an order approving Detroit Edison's 10-year special manufacturing contracts with Chrysler Corporation, Ford Motor Company and General Motors Corporation. The revenue reductions from these contracts initially will amount to approximately $30 million annually and increase to $50 million annually in 1999-2004, which Detroit Edison expects to offset by further reducing its operating expenses.

KILOWATTHOUR SALES
Kilowatthour sales increased (decreased) as follows:

	1995	1994
Residential	6.9%	1.1%
Commercial	2.5	3.5
Industrial	3.5	5.9
Other (includes primarily sales for resale)	5.3	(14.1)
Total System	4.1	2.8
Interconnection	50.1	(45.2)
Total	6.1	(1.0)

1995

Residential and commercial sales increased due to substantially warmer summer weather increasing air conditioning and cooling-related loads and colder fall weather increasing heating-related loads in the fourth quarter. Improved economic conditions spurred higher sales to commercial, automotive and other industrial customers. Sales to other customers increased due to higher sales to wholesale for resale customers.

1994
Residential sales increased due to substantially warmer weather in the second quarter resulting in increased air conditioning and cooling-related loads, partially offset by lower cooling-related loads in the third quarter. The increased heating-related loads in the first quarter were offset by decreased heating-related loads in the fourth quarter. Commercial sales increased due primarily to improved economic conditions and increased cooling-related loads. Industrial sales increased as a result of higher sales to automotive, steel and other manufacturing customers reflecting the improvement in the economy. The decreased sales to other customers reflect lower sales to wholesale for resale customers.

INTERCONNECTION SALES
Interconnection sales represent sales between utilities to meet energy needs as a result of demand and/or generating unit availability.

1995
Interconnection sales increased due to improved availability of energy for sale and lower dispatch prices in meeting the increased demand for energy during the warmer summer and colder fall period.

1994
Interconnection sales decreased due to the reduced availability of energy for sale as a result of the Fermi 2 outage and lower sales to Consumers Power Company.

FERMI 2 CAPACITY FACTOR PERFORMANCE STANDARD RESERVE
This reserve is discussed in Note 3 of the Notes to Consolidated Financial Statements.

OPERATING EXPENSES

FUEL AND PURCHASED POWER
Fuel and purchased power expenses increased (decreased) due to the following factors:

	1995	1994
	(Millions)	
Net system output	$53	$ (6)

Average unit cost	(86)	59
Fermi 2 business interruption insurance	48	(65)
Other	(2)	6
Total	$13	$ (6)

Net system output and average unit costs were as follows:

	1995	1994	1993
	(Thousands of Megawatthours)		
Power plant generation			
Fossil	41,636	42,410	38,882
Nuclear	5,092	-	8,274
Purchased power	5,423	6,599	2,211
Net system output	52,151	49,009	49,367
Average unit cost ($/Megawatthour)	$15.29	$16.94	$15.73

1995
The decrease in average unit cost was due to declining fuel prices resulting from greater use of lower-cost Western low-sulfur coal, lower coal contract buyout expense and increased lower-cost nuclear generation.

1994
The increase in average unit cost resulted from replacing lower-cost nuclear generation with higher-cost fossil generation and purchased power due to the Fermi 2 outage in 1994 as a result of a turbine-generator failure in December 1993.

OTHER OPERATION

1995
Other operation expense increased due primarily to higher incentive award expenses related to a shareholder value improvement plan ($14.5 million), higher storm expenses ($13.1 million), an increase in a reserve for the write-off of obsolete and excess stock material ($9 million), demand-side management expenses ($8.6 million) and a reserve for settlement of the Ludington fish mortality case ($8.4 million). These expenses were partially offset by lower nuclear plant expenses ($15.5 million), expenses recorded in the year-earlier period for service quality claims ($8.7 million) and lower uncollectible expense ($6.9 million).

1994
Other operation expense increased due primarily to other postretirement health care and life insurance benefits expense ($48.3 million), service quality claims expense ($8.7 million) and higher nuclear plant ($8.1 million), transmission and

distribution ($9.7 million) and demand-side management expenses ($4.3

million). These increases were partially offset by lower incentive award expenses related to a shareholder value improvement plan ($18.7 million), expenses recorded in the year-earlier period for the write-off of obsolete and excess stock material ($12.4 million) and a reserve for steam purchases under the agreement with the Greater Detroit Resource Recovery Authority ($11 million), lower uncollectible ($9.9 million) and employee reorganization ($6.5 million) expenses and lower injuries and damages expense ($8.1 million).

MAINTENANCE

1995
Maintenance expense decreased due primarily to lower nuclear ($17 million) and fossil ($4.3 million) plant expenses.

1994
Maintenance expense increased due primarily to higher nuclear plant ($17.6 million) and storm ($8.9 million) expenses, partially offset by lower fossil plant ($8.7 million) and line clearance ($5.3 million) expenses. While Fermi 2 was down for repair in 1994, Detroit Edison elected to upgrade various plant facilities which resulted in higher nuclear plant maintenance expense.

STEAM PLANT IMPAIRMENT LOSS

1995
As the result of continuing losses in the operation of its steam heating business, upon adoption of SFAS No. 121 in the fourth quarter of 1995, Detroit Edison wrote off the remaining net book value of its steam heating plant assets of $42 million.

DEPRECIATION AND AMORTIZATION

1995 AND 1994
Depreciation and amortization expense increased due to increases in plant in service, including internally developed software costs, and increased Fermi 2 decommissioning costs authorized by a January 1994 MPSC rate order.

DEFERRED FERMI 2 AMORTIZATION

1995 AND 1994
Deferred Fermi 2 amortization, a non-cash item of income, was recorded beginning with Detroit Edison's purchase of the Wolverine Power Supply Cooperative, Inc.'s ownership interest in Fermi 2 in February 1990. The annual amount deferred decreases each year through 1999.

AMORTIZATION OF DEFERRED FERMI 2 DEPRECIATION AND RETURN

1995 AND 1994
Deferred Fermi 2 depreciation and return, non-cash items of income, were recorded beginning with the implementation of the Fermi 2 rate phase-in plan in January 1988. The annual amounts of deferred depreciation and return decreased each year through 1992. Beginning in 1993 and continuing through 1998, these deferred amounts will be amortized to operating expense as the cash recovery is realized through revenues.

TAXES OTHER THAN INCOME TAXES

1995
Taxes other than income taxes decreased due to lower payroll and property taxes.

1994
Taxes other than income taxes decreased due primarily to lower property taxes, partially offset by higher Michigan Single Business Tax ("MSBT").

INCOME TAXES

1995

Income taxes increased due primarily to higher pretax income.

1994
Income taxes decreased due primarily to lower pretax income, partially offset by higher prior years' federal income tax accrual. In March 1994, the Company and the Internal Revenue Service ("IRS") reached a settlement of the Company's income tax returns for the years 1987 and 1988.

OTHER INCOME AND (DEDUCTIONS) - NET

1995
Other deductions increased due to higher promotional practices expense ($8.3 million), expenses incurred in the formation of a holding company ($3.1 million) and joint-use contract costs ($2.7 million), partially offset by lower expenses related to the sale of accounts receivable and unbilled revenues ($6.1 million) and a decrease in the write-off of premiums and expenses related to the portion of Detroit Edison's 1989 Series A Mortgage Bonds not refinanced ($3.5 million).

1994
Other deductions increased slightly due primarily to the write-off of premiums and expenses related to the portion of Detroit Edison's 1989 Series A Mortgage Bonds not refinanced ($5.2 million) and an accrual for a contribution to the Detroit Edison Foundation ($5 million), partially offset by an expense recorded in 1993 for decommissioning of Fermi 1 ($7.6 million), an experimental nuclear unit that has been shut down since 1972.

ACCRETION INCOME

1995 AND 1994
Accretion income, a non-cash item of income, was recorded beginning in January 1988 to restore to income, over the period 1988-1998, losses recorded due to discounting indirect disallowances for Greenwood Unit No. 1 for the period that plant was not allowed in rate base (1988-1993) and for $300 million of Fermi 2 plant costs being recovered from 1989 to 1998 with no return. The annual amount of accretion income recorded decreases each year through 1998. In January 1994, accretion income decreased due to the return to rate base of Greenwood Unit No. 1.

LONG-TERM DEBT INTEREST CHARGES

1995
Long-term debt interest charges increased due to the issuance of Quarterly Income Debt Securities ("QUIDS") and the timing of the early redemption and refinancing of securities when economic.

1994
Long-term debt interest charges decreased due to the early redemption and refinancing of securities when economic and the redemption of maturing securities.

OTHER INTEREST CHARGES

1995
Other interest charges decreased due primarily to lower levels of short-term borrowings.

1994
Other interest charges increased due to higher levels of short-term borrowings, accruals for prior years' MSBT audits and the settlement of 1987 and 1988 IRS audits.

PREFERRED AND PREFERENCE STOCK DIVIDENDS OF SUBSIDIARY

1995
Preferred stock dividends of subsidiary decreased due to the exchange of a portion of Cumulative Preferred Stock 7.75% Series for QUIDS and the conversion and redemption of Cumulative Preferred Stock 5 1/2% Convertible Series.

1994
Preferred and preference stock dividends of subsidiary decreased slightly due to the optional and mandatory redemption of outstanding shares in 1993.

LIQUIDITY AND CAPITAL RESOURCES

COMPETITION

FORMATION OF A HOLDING COMPANY
The business of energy supply is experiencing rapid change as competition, coupled with statutory reform, is being introduced into the public utility sector. Competition is viewed by legislators and regulators, at both the federal and state levels, as a method of reducing utility rates while stimulating overall economic growth.

In order to position itself for potential changes in the electric utility industry, Detroit Edison adopted a holding company structure, effective January 1, 1996. The new holding company structure, under which Detroit Edison is a wholly-owned subsidiary of the Company, is designed to provide financial flexibility for the development of new energy-related businesses. It is also a mechanism for separating the regulated utility business of Detroit Edison from non-regulated businesses thereby protecting the utility business from the potential volatility of non-utility operations.

The Company has no significant operations of its own. Detroit Edison is the Company's principal operating subsidiary, comprising substantially all of the Company's assets. Certain of the Company's wholly-owned subsidiaries are engaged in non-regulated energy-related businesses that are still in the formative stages.

DTE Capital Corporation ("DTE Capital") was incorporated in 1995 to act as the financing vehicle for the Company's non-utility affiliates. DTE Capital is in the process of negotiating a $200 million bank revolving credit agreement. Since DTE Capital does not have an established credit history, the Company anticipates that it will be asked to provide credit support for DTE Capital's initial financing activities.

THE DETROIT EDISON COMPANY
The electric utility industry is facing serious issues as legislators and regulators consider various proposals designed to reduce rates and promote economic growth through competition. Municipalization, deregulation, cogeneration, independent power production, open access to transmission lines, competitive bulk power supply markets and the unbundling of utility products and services are issues under consideration. There is also a recognition by legislators and regulators that the stranded costs of utilities must be addressed as deregulation proceeds.

In March 1995, the Federal Energy Regulatory Commission ("FERC") issued a Notice of Proposed Rulemaking on Promoting Wholesale Competition Through Open Access Non-discriminatory Transmission Services by Public Utilities. According to the FERC, the goals of the proposed new rules are to facilitate the development of a competitive market by ensuring that wholesale buyers and sellers can reach each other and to eliminate anticompetitive and discriminatory practices in transmission services which, in turn, should lead to lower electric rates.

On January 8, 1996, Michigan Governor John Engler forwarded to the MPSC a report on economic development recommendations for electric and gas utility reform in Michigan prepared by the Michigan Jobs Commission ("MJC"). The essential component of the MJC's recommended strategy for lowering energy costs is the promotion of competition and customer choice. The Governor strongly

encouraged the MPSC to use the report as guiding principles in its continued efforts to promote competition within reasonably established time frames.

The MJC's recommendations, if implemented would:
(1) allow new industrial and commercial load to purchase energy from providers of their choice beginning January 1, 1997 assuming that the Michigan public utilities subject to the new rules would be permitted to sell power on a reciprocal basis,
(2) establish a Michigan statewide power pool by January 1, 1998, and (3) permit all industrial and commercial customers to be able to choose their energy providers by January 1, 2001. The proposals recognize that the transition to a more competitive market requires that the recovery of stranded costs be addressed. In addition, the proposals favor the unbundling of rate tariffs into functional components. The MPSC has not yet taken action with respect to the MJC's recommendations.

While Detroit Edison is unable to predict the outcome of the FERC rulemaking and the Michigan proposals, increased wholesale competition is anticipated.

On June 19, 1995, the MPSC issued a final order finding that an experimental retail wheeling program is in the public interest and establishing rates and charges for the five-year experimental program. Under the program, retail wheeling customers would make their own arrangements to procure power. Implementation of the experimental program would be limited to 90 megawatts ("MW") for Detroit Edison and will be coordinated with Detroit Edison's next solicitation of new capacity. On July 19, 1995, Detroit Edison filed a claim of appeal with the Michigan Court of Appeals claiming that the MPSC does not have the authority to order Detroit Edison to participate in retail wheeling and that jurisdiction over transmission rates for wheeling resides with the FERC.

In response to the changing market for electricity, Detroit Edison has developed a number of programs designed to increase its efficiency and competitive status and address customer needs, which include implementing an interruptible rate for large industrial customers. The January 21, 1994 MPSC rate order provided that up to 650 MW may be sold under this interruptible rate, with Detroit Edison absorbing revenue losses associated with 250 MW.

Competitive status and customer needs were also addressed when, Detroit Edison entered into 10-year special manufacturing contracts with Chrysler Corporation, Ford Motor Company and General Motors Corporation, covering 54 of the Big Three automakers' largest manufacturing locations in Southeastern Michigan. These special manufacturing contracts are available to customers with a total connected load of 100 MW or more for specific locations of 5 MW and over. Service under the special manufacturing contracts includes both firm and interruptible service, which is priced to provide customers with competitively-based electric rates.

Detroit Edison continues to review potential energy services as a method of remaining competitive while diversifying within the scope of its core business. In addition, the Company anticipates that its affiliates may also assist in overall customer satisfaction by offering energy-related services.

CASH GENERATION AND CASH REQUIREMENTS

CONSOLIDATED STATEMENT OF CASH FLOWS

The Company generates substantial cash flows from operating activities as shown in the Consolidated Statement of Cash Flows. Net cash from operating activities, which is the Company's primary source of liquidity, was $913 million in 1995, $923 million in 1994 and $1,110 million in 1993. Net cash from operating activities decreased slightly in 1995 as a result of the repurchase of $200 million of customer accounts receivable and unbilled revenues, partially offset by higher non-cash charges to income and higher net

income. Net cash from operating activities decreased in 1994 due to lower net income and changes in current assets and liabilities, partially offset by higher non-cash charges to income for the Fermi 2 phase-in plan and depreciation and amortization.

Net cash used for investing activities increased in 1995 due primarily to higher plant and equipment expenditures. Net cash used for investing activities increased in 1994 due primarily to increased funding of nuclear decommissioning trust funds, the purchase of leased equipment and non-utility investments, partially offset by lower plant and equipment expenditures.

Detroit Edison has engaged in an extensive debt refinancing program in recent years. Assuming favorable economic conditions, Detroit Edison expects that it will continue to refinance existing higher-cost debt and equity securities. Also, in 1994, as a result of a plan change, Detroit Edison entered into the one-time purchase of common stock from the trustee of the Detroit Edison Savings & Investment Plans.

ADDITIONAL INFORMATION

In May 1995, FERC issued its order authorizing the continuation of Detroit Edison's $1 billion of short-term borrowing authority. This authority will be in effect through May 31, 1997.

An MPSC order permits Detroit Edison to issue approximately $3.5 billion of securities for the purpose of refinancing debt and preferred and/or preference stock (issued prior to 1993) prior to maturity (when economic) and at maturity, and to replace funds used for those purposes. Detroit Edison also has MPSC authority to refinance substantially all non-taxable debt obligations.

Detroit Edison has an effective Shelf Registration Statement on file with the Securities and Exchange Commission pursuant to which it may issue up to $350 million in debt securities. On February 13, 1996, Detroit Edison issued $185 million of 7 5/8% Quarterly Income Debt Securities. Also, Detroit Edison called for redemption all of the outstanding Cumulative Preferred Stock, 7.68% Series, 7.45% Series and 7.36% Series, totaling $185 million, at per share redemption prices of $101 plus accrued dividends. Such redemption will occur on March 21, 1996.

Cash requirements for scheduled long-term debt redemptions are expected to be $119 million, $144 million, $169 million, $219 million and $194 million for 1996, 1997, 1998, 1999 and 2000, respectively.

Detroit Edison's cash requirements for capital expenditures are expected to be approximately $2.1 billion for the period 1996 through 2000. In 1996, cash requirements for capital expenditures are estimated at $478 million. Environmental expenditures are expected to approximate $102 million for the period 1996 through 2000, including expenditures for Clean Air Act compliance requirements. See "Environmental Matters" herein.

Detroit Edison's internal cash generation is expected to be sufficient to meet cash requirements for capital expenditures as well as scheduled long-term debt redemption requirements.

Detroit Edison had total short-term credit arrangements of approximately $432 million at December 31, 1995, under which $37 million of borrowings were outstanding.

CAPITALIZATION

The Company's capital structure ratios (excluding long-term debt due within one year) were as follows:

	December 31		
	1995	1994	1993
Common Shareholders' Equity	45.7%	44.2%	43.9%
Cumulative Preferred Stock of Subsidiary	4.3	5.0	5.1
Long-Term Debt	50.0	50.8	51.0
	100.0%	100.0%	100.0%

FERMI 2

Detroit Edison's liquidity has improved since the 1988 commercial operation of Fermi 2, a nuclear generating unit comprising 27% of total assets and 9% of summer net rated capability, and lower levels of capital expenditures.

The commercial operation of Fermi 2 completed Detroit Edison's power plant construction program. Detroit Edison has no current plans for additional generating plants. Ownership of an operating nuclear generating unit such as Fermi 2 subjects Detroit Edison to significant additional risks. Nuclear plants are highly regulated by a number of governmental agencies concerned with public health and safety as well as the environment, and consequently, are subject to greater risks and scrutiny than conventional fossil-fueled plants.

Fermi 2 was out of service in 1994 and part of 1995 due to a December 1993 turbine-generator failure. Major repairs were completed in 1994 and early 1995. These repair costs are approximately $80 million for which to date Detroit Edison has received partial insurance payments of $55 million for property

damage. In addition, Detroit Edison has received partial insurance payments of $74.2 million for replacement power costs through December 31, 1995.

Fermi 2 was operating at 874 MW at the end of December 1995 and the unit's capacity factor was 51.4% for 1995. Detroit Edison is currently operating Fermi 2 without the large seventh and eighth stage turbine blades on the three low-pressure turbines. The new turbine shafts and blades for these low-pressure turbines are being manufactured and will be installed during the next refueling outage in 1996.

The expected cost of replacing the major turbine components in 1996 is between $45 million and $50 million. These costs will not be covered by insurance. These costs will be capitalized and are expected to be recovered in rates because such costs are less than the cumulative amount available under the cap on Fermi 2 capital expenditures, a provision of the MPSC's December 1988 order.

At December 31, 1995, Fermi 2 was insured for property damage in the amount of $2.75 billion and Detroit Edison had available approximately $8.5 billion in public liability insurance. To the extent that insurable claims for replacement power, property damage, decontamination, repair and replacement and other costs arising from a nuclear incident at Fermi 2 exceed the policy limits of insurance, or to the extent that such insurance becomes unavailable in the future, Detroit Edison will retain the risk of loss.

The Financial Accounting Standards Board is reviewing the accounting for removal costs, including decommissioning of nuclear power plants. If current electric utility industry accounting practices for such decommissioning are changed: (1) annual provisions for decommissioning could increase, and (2) the estimated cost for decommissioning could be recorded as a liability rather than as accumulated depreciation.

FUTURE SALES GROWTH

Since 1980, the compound annual sales growth was 1.8% and peak demand growth was 2.4% (after adjusting for the effects of unusual weather). System sales are expected to grow at a compound annual rate of about 1.5% per year and system demand at about 1.3% per year for the next 15 years.

MEETING ENERGY DEMANDS

Detroit Edison expects to meet its near-term demand for energy through the implementation of new load management programs, and eventually through the return to service, subject to environmental regulations, of power plant units currently in economy reserve status when energy demand and consumption requirements provide economic justification. The return to service of these

units is conditioned upon the outcome of a competitive bidding process which was established by an MPSC order issued in July 1992. On May 1, 1995, Detroit Edison filed its preliminary Request for Proposal to solicit bids for the acquisition of new capacity starting in the year 2004. Detroit Edison is proposing customer load management options which have the potential to provide an additional 500 MW of peak reduction by the year 2003. Detroit Edison has filed a proposed retail wheeling tariff and proposal for implementing the experimental retail wheeling program. See "Competition" herein. The need for capacity will determine the retail wheeling program start date. On October 13, 1995, the MPSC Staff submitted its direct testimony suggesting that Detroit Edison will need more capacity by 1997 and that the experiment should begin in 1998. On December 5, 1995, Detroit Edison filed rebuttal testimony indicating that the most recent resource plan still indicates that capacity will not be required prior to 2003.

INFLATION

Inflation is a measure of the purchasing power of the dollar. In 1995, the inflation rate, as defined by the Consumer Price Index, was 2.5%. Although the current inflation rate is relatively low, its compound effect through time can be significant, primarily in its effect on Detroit Edison's ability to replace its investment in utility plant.

The regulatory process limits the amount of depreciation expense recoverable through revenues to the historical cost of Detroit Edison's investment in utility plant. Such amount produces cash flows which are inadequate to replace such property in future years. However, Detroit Edison believes that it will be able to recover the increased cost of replacement facilities when, and if, replacement occurs.

ENVIRONMENTAL MATTERS

Protecting the environment from damage, as well as correcting past environmental damage, continues to be the focus of state and federal regulators. Committees at both the state and federal level are studying the effects of a wide array of chemicals and electromagnetic fields as well as global warming (as potentially affected by carbon dioxide emissions). Legislation and/or rulemaking resulting from these and any future studies could further impact the electric utility industry including Detroit Edison.

The Environmental Protection Agency and the Michigan Department of Environmental Quality have aggressive programs regarding the clean-up of contaminated property. Detroit Edison anticipates that it will be periodically included in these types of environmental proceedings. Further, additional environmental expenditures, although difficult to quantify, will be necessary as Detroit Edison prepares to comply with the phase-in of the 1990 Amendments to the federal Clean Air Act. Detroit Edison currently meets the first phase of sulfur dioxide emissions and nitrogen oxides emissions requirements. The second phase begins in the year 2000. Detroit Edison currently burns some level of low-sulfur coal (less than 1% sulfur) at all its coal-fired units and believes it can meet the second phase sulfur dioxide emission requirements by either increasing the amount of low-sulfur coal used at certain units, by purchasing sulfur dioxide emission allowances, or by doing some combination of both, depending upon which strategy proves to be the best economic choice. Current projections indicate that annual fuel costs may increase by $13 million to $20 million in the period 2000-2009 in order to comply with new sulfur dioxide emissions requirements. In addition, approximately $59 million in capital expenditures may be necessary for nitrogen oxides emissions requirements.

Detroit Edison expects that substantially all of the costs of environmental compliance will be recovered through the ratemaking process.

The Company has accrued for settlements in environmental matters discussed in Note 12 of the Notes to Consolidated Financial Statements.

ITEM 8 - FINANCIAL STATEMENTS AND SUPPLEMENTARY DATA.

The following consolidated financial statements and schedules are included herein.

Note: Detroit Edison's financial statements are presented here for ease of reference and are not considered to be part of Part II - Item 8 of the Company's report.

35

INDEPENDENT AUDITORS' REPORT

To the Boards of Directors and Shareholders of
DTE Energy Company and
The Detroit Edison Company

We have audited the consolidated balance sheets of DTE Energy Company and subsidiary companies and of The Detroit Edison Company and subsidiary companies (together, the "Companies") as of December 31, 1995, and the related consolidated statements of income, cash flows, and common shareholders' equity for the year then ended. Our audits also included the financial statement schedule listed in the Index at Item 8. These financial statements and financial statement schedule are the responsibility of the Companies' management. Our responsibility is to express an opinion on the financial statements and financial statement schedule based on our audits.

We conducted our audits in accordance with generally accepted auditing standards. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement. An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements. An audit also includes assessing the accounting principles used and significant estimates made by management, as well as evaluating the overall financial statement presentation. We believe that our audits provide a reasonable basis for our opinion.

In our opinion, such consolidated financial statements referred to above present fairly, in all material respects, the financial position of DTE Energy Company and subsidiary companies and of The Detroit Edison Company and subsidiary companies at December 31, 1995, and the results of their operations and their cash flows for the year then ended in conformity with generally accepted accounting principles. Also, in our opinion, such financial statement schedule, when considered in relation to the basic consolidated financial statements of the Companies taken as a whole, presents fairly in all material respects the information set forth therein.

DELOITTE & TOUCHE LLP
Detroit, Michigan
January 22, 1996

REPORT OF INDEPENDENT ACCOUNTANTS

To the Board of Directors and Shareholders of
DTE Energy Company and
The Detroit Edison Company

In our opinion, the consolidated balance sheet, and the related consolidated statements of income, common shareholders' equity and of cash flows present fairly, in all material respects, the financial position of DTE Energy Company and subsidiary companies and of The Detroit Edison Company and subsidiary companies at December 31, 1994 and the results of their operations and their cash flows for each of the two years in the period ended December 31, 1994, in conformity with generally accepted accounting principles. These financial statements are the responsibility of the Company's management; our responsibility is to express an opinion on these financial statements based on our audits. We conducted our audits of these statements in accordance with generally accepted auditing standards which require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement. An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements, assessing the accounting principles used and significant estimates made by management, and evaluating the overall financial statement presentation. We believe that our audits provide a reasonable basis for the opinion expressed above. We have not audited the consolidated financial statements of DTE Energy Company and subsidiary companies and of The Detroit Edison Company and subsidiary companies for any period subsequent to December 31, 1994.

PRICE WATERHOUSE LLP
Detroit, Michigan
January 23, 1995 except for
Note 1, paragraph one and three,
which is as of January 1, 1996.

CONSOLIDATED STATEMENT OF INCOME
(DOLLARS IN THOUSANDS)
DTE ENERGY COMPANY AND SUBSIDIARY COMPANIES

	YEAR ENDED DECEMBER 31		
	1995	1994	1993
OPERATING REVENUES			
Electric - System	$3,560,470	$3,448,351	$3,467,357
Electric - Interconnection	50,979	43,141	60,363
Steam	24,095	27,849	27,491
Total Operating Revenues	$3,635,544	$3,519,341	$3,555,211
OPERATING EXPENSES			
Operation			
Fuel	$ 715,967	$ 719,215	$ 750,127
Purchased power	133,557	116,947	91,747
Other operation	635,297	621,066	604,882
Maintenance	240,115	262,409	251,149
Steam plant impairment loss	42,029	-	-
Depreciation and amortization	500,611	476,415	432,512
Deferred Fermi 2 amortization	(5,972)	(7,465)	(8,959)
Amortization of deferred Fermi 2 depreciation and return	92,990	84,828	30,888
Taxes other than income	251,941	255,874	261,449
Income taxes	289,687	270,657	297,469
Total Operating Expenses	$2,896,222	$2,799,946	$2,711,264
OPERATING INCOME	$ 739,322	$ 719,395	$ 843,947
OTHER INCOME AND (DEDUCTIONS)			
Allowance for other funds used during construction	$ 1,408	$ 1,684	$ 2,055
Other income and (deductions) - net	(30,246)	(24,973)	(24,961)
Income taxes	9,789	8,111	8,594
Accretion income	11,041	13,644	44,130
Income taxes - disallowed plant costs and accretion income	(3,355)	(4,252)	(14,062)
Net Other Income and (Deductions)	$ (11,363)	$ (5,786)	$ 15,756
INTEREST CHARGES			
Long-term debt	$ 275,599	$ 273,763	$ 325,194
Amortization of debt discount, premium and expense	11,312	10,832	9,114
Other	9,666	11,170	4,928
Allowance for borrowed funds used during construction (credit)	(2,269)	(2,065)	(1,436)
Net Interest Charges	$ 294,308	$ 293,700	$ 337,800
PREFERRED AND PREFERENCE STOCK DIVIDENDS OF SUBSIDIARY	$ 27,737	$ 29,640	$ 30,837
NET INCOME	$ 405,914	$ 390,269	$ 491,066

COMMON SHARES OUTSTANDING - AVERAGE	144,939,875	146,151,505	147,031,446
EARNINGS PER COMMON SHARE	$2.80	$2.67	$3.34

(See accompanying Notes to Consolidated Financial Statements.)

CONSOLIDATED STATEMENT OF CASH FLOWS
(DOLLARS IN THOUSANDS)
DTE ENERGY COMPANY AND SUBSIDIARY COMPANIES

	YEAR ENDED DECEMBER 31		
	1995	1994	1993
OPERATING ACTIVITIES			
Net Income	$ 405,914	$ 390,269	$ 491,066
Adjustments to reconcile net income to net cash from operating activities:			
Accretion income	(11,041)	(13,644)	(44,130)
Depreciation and amortization	500,611	476,415	432,512
Deferred Fermi 2 depreciation, amortization and return - net	87,018	77,363	21,929
Deferred income taxes and investment tax credit - net	62,523	93,287	85,574
Fermi 2 refueling outage - net	13,075	(19,507)	17,856
Steam plant impairment loss	42,029	-	-
Other	5,113	(31,091)	32,367
Changes in current assets and liabilities:			
Customer accounts receivable and unbilled revenues	(218,579)	(505)	10,733
Other accounts receivable	(3,452)	(7,593)	(2,247)
Inventories	(18,837)	(1,774)	33,839
Accounts payable	18,049	(13,858)	21,364
Taxes payable	(2,649)	(18,031)	(6,499)
Interest payable	1,914	(6,174)	(19,769)
Other	31,255	(2,189)	35,350
Net cash from operating activities	$ 912,943	$ 922,968	$ 1,109,945
INVESTING ACTIVITIES			
Plant and equipment expenditures	$(453,844)	$(366,392)	$ (396,407)
Purchase of leased equipment	-	(11,500)	(2,402)
Nuclear decommissioning trust funds	(43,351)	(46,563)	(5,346)
Non-utility investments	1,865	(12,843)	182
Other changes in current assets and liabilities	5,774	5,042	10,225
Other	(32,845)	(11,537)	(19,988)
Net cash used for investing activities	$(522,401)	$(443,793)	$ (413,736)
FINANCING ACTIVITIES			
Sale of cumulative preferred stock	$ -	$ -	$ 200,000
Sale of general and refunding mortgage bonds	-	200,000	1,510,000
Funds received from Trustees: Installment sales contracts and loan agreements	201,525	50,470	76,510
Increase (decrease) in short-term borrowings	(2,499)	(98,715)	109,210
Redemption of long-term debt	(220,739)	(258,034)	(2,024,289)
Redemption of preferred and preference stock	(955)	-	(164,158)
Premiums on reacquired long-term debt and preferred and preference stock	(5,946)	(11,563)	(81,453)
Purchase of common stock	-	(59,855)	-
Dividends on common stock	(298,502)	(301,801)	(299,938)
Other	(6,600)	(2,626)	(20,434)
Net cash used for financing activities	$(333,716)	$(482,124)	$ (694,552)
NET INCREASE (DECREASE) IN CASH AND TEMPORARY CASH INVESTMENTS	$ 56,826	$ (2,949)	$ 1,657
CASH AND TEMPORARY CASH INVESTMENTS AT BEGINNING OF THE PERIOD	8,122	11,071	9,414
CASH AND TEMPORARY CASH INVESTMENTS AT END OF THE PERIOD	$ 64,948	$ 8,122	$ 11,071
SUPPLEMENTARY CASH FLOW INFORMATION			
Interest paid (excluding interest capitalized)	$ 274,413	$ 289,375	$ 346,542
Income taxes paid	230,537	183,172	233,542
New capital lease obligations	26,850	9,328	36,606
Exchange of preferred stock of subsidiary for long-term debt	49,878	-	-

(See accompanying Notes to Consolidated Financial Statements.)

39

CONSOLIDATED BALANCE SHEET
(DOLLARS IN THOUSANDS)
DTE ENERGY COMPANY AND SUBSIDIARY COMPANIES

ASSETS	December 31 1995	1994
UTILITY PROPERTIES		
Plant in service		
Electric	$13,303,992	$12,941,414
Steam	-	69,813
	$13,303,992	$13,011,227
Less: Accumulated depreciation and amortization	(4,928,316)	(4,529,692)
	$ 8,375,676	$ 8,481,535
Construction work in progress	142,726	104,431
Net utility properties	$ 8,518,402	$ 8,585,966
Property under capital leases (less accumulated amortization of $99,633 and $94,678, respectively)	$ 137,206	$ 134,542
Nuclear fuel under capital lease (less accumulated amortization of $427,831 and $374,405, respectively)	145,463	193,411
Net property under capital leases	$ 282,669	$ 327,953
Total owned and leased properties	$ 8,801,071	$ 8,913,919
OTHER PROPERTY AND INVESTMENTS		
Non-utility property	$ 21,576	$ 11,281
Investments and special funds	29,058	18,722
Nuclear decommissioning trust funds	119,843	76,492
	$ 170,477	$ 106,495
CURRENT ASSETS		
Cash and temporary cash investments	$ 64,948	$ 8,122
Customer accounts receivable and unbilled revenues (less allowance for uncollectible accounts of $22,000 and $30,000, respectively)	414,403	195,824
Other accounts receivable	37,664	34,212
Inventories (at average cost)		
Fuel	162,796	136,331
Materials and supplies	142,782	155,921
Prepayments	12,910	10,516
	$ 835,503	$ 540,926
DEFERRED DEBITS		
Regulatory assets	$ 1,155,482	$ 1,277,628
Prepaid pensions	81,865	54,066
Unamortized debt expense	40,936	42,876
Other	45,257	57,068
	$ 1,323,540	$ 1,431,638
TOTAL	$11,130,591	$10,992,978

(See accompanying Notes to Consolidated Financial Statements.)

40

CONSOLIDATED BALANCE SHEET
(DOLLARS IN THOUSANDS)
DTE ENERGY COMPANY AND SUBSIDIARY COMPANIES

LIABILITIES	December 31 1995	1994
CAPITALIZATION		
Common stock - without par value, 400,000,000 shares authorized; (145,119,875 and 144,863,447 shares outstanding, respectively)	$ 1,951,437	$ 1,946,999
Retained earnings used in the business	1,484,871	1,379,081
Total common shareholders' equity	$ 3,436,308	$ 3,326,080
Cumulative preferred stock of subsidiary	326,604	380,283
Long-term debt	3,756,094	3,825,296
Total Capitalization	$ 7,519,006	$ 7,531,659
OTHER NON-CURRENT LIABILITIES		
Obligations under capital leases	$ 128,362	$ 126,076
Other postretirement benefits	24,381	37,143
Other	58,424	48,707
	$ 211,167	$ 211,926
CURRENT LIABILITIES		
Short-term borrowings	$ 36,990	$ 39,489
Amounts due within one year		
Long-term debt	119,214	19,214
Obligations under capital leases	154,307	201,877
Accounts payable	165,148	147,020
Property and general taxes	34,416	31,608
Income taxes	-	5,304
Accumulated deferred income taxes	51,697	32,625
Interest payable	62,128	60,214
Dividends payable	81,102	82,012
Payrolls	72,164	71,958
Fermi 2 refueling outage	14,342	1,267
Other	130,689	97,215
	$ 922,197	$ 789,803
DEFERRED CREDITS		
Accumulated deferred income taxes	$ 2,052,875	$ 2,014,821
Accumulated deferred investment tax credits	330,085	346,379
Other	95,261	98,390
	$ 2,478,221	$ 2,459,590
COMMITMENTS AND CONTINGENCIES (Notes 1, 2, 3, 4, 9, 12 and 13)		
TOTAL	$11,130,591	$10,992,978

(See accompanying Notes to Consolidated Financial Statements.)

CONSOLIDATED STATEMENT OF COMMON SHAREHOLDERS' EQUITY
(DOLLARS IN THOUSANDS)
DTE ENERGY COMPANY AND SUBSIDIARY COMPANIES

	Common Stock Shares	Common Stock Amount	Retained Earnings Used in the Business	Total Common Shareholders' Equity
BALANCE AT DECEMBER 31, 1992	147,016,691	$1,975,728	$1,138,159	$3,113,887
Issuance of common stock on conversion of convertible cumulative preferred stock of subsidiary, 5-1/2% series	31,227	542		542
Expense associated with subsidiary preferred and preference stock redeemed			(6,634)	(6,634)
Net income			491,066	491,066
Cash dividends declared on Common stock - $2.06 per share			(302,894)	(302,894)
Other			(12)	(12)
BALANCE AT DECEMBER 31, 1993	147,047,918	$1,976,270	$1,319,685	$3,295,955
Issuance of common stock on conversion of convertible cumulative preferred stock of subsidiary, 5-1/2% series	22,164	386		386

Common stock reacquired from Detroit Edison Savings & Investment Plans, August 4, 1994	(2,206,635)	(29,657)	(30,198)	(59,855)
Net income			390,269	390,269
Cash dividends declared on Common stock - $2.06 per share			(300,676)	(300,676)
Other			1	1
BALANCE AT DECEMBER 31, 1994	144,863,447	$1,946,999	$1,379,081	$3,326,080
Issuance of common stock on conversion of convertible cumulative preferred stock of subsidiary, 5-1/2% series	256,428	4,438		4,438
Expense associated with subsidiary preferred stock redeemed			(1,645)	(1,645)
Net income			405,914	405,914
Cash dividends declared on Common stock - $2.06 per share			(298,635)	(298,635)
Other			156	156
BALANCE AT DECEMBER 31, 1995	145,119,875	$1,951,437	$1,484,871	$3,436,308

(See accompanying Notes to Consolidated Financial Statements.)

CONSOLIDATED STATEMENT OF INCOME
(DOLLARS IN THOUSANDS)
THE DETROIT EDISON COMPANY AND SUBSIDIARY COMPANIES

	YEAR ENDED DECEMBER 31		
	1995	1994	1993
OPERATING REVENUES			
Electric - System	$3,560,470	$3,448,351	$3,467,357
Electric - Interconnection	50,979	43,141	60,363
Steam	24,095	27,849	27,491
Total Operating Revenues	$3,635,544	$3,519,341	$3,555,211
OPERATING EXPENSES			
Operation			
Fuel	$ 715,967	$ 719,215	$ 750,127
Purchased power	133,557	116,947	91,747
Other operation	635,297	621,066	604,882
Maintenance	240,115	262,409	251,149
Steam plant impairment loss	42,029	-	-
Depreciation and amortization	500,611	476,415	432,512
Deferred Fermi 2 amortization	(5,972)	(7,465)	(8,959)
Amortization of deferred Fermi 2 depreciation and return	92,990	84,828	30,888
Taxes other than income	251,941	255,874	261,449
Income taxes	289,687	270,657	297,469
Total Operating Expenses	$2,896,222	$2,799,946	$2,711,264
OPERATING INCOME	$ 739,322	$ 719,395	$ 843,947
OTHER INCOME AND (DEDUCTIONS)			
Allowance for other funds used during construction	$ 1,408	$ 1,684	$ 2,055
Other income and (deductions) - net	(30,246)	(24,973)	(24,961)
Income taxes	9,789	8,111	8,594
Accretion income	11,041	13,644	44,130
Income taxes - disallowed plant costs and accretion income	(3,355)	(4,252)	(14,062)
Net Other Income and (Deductions)	$ (11,363)	$ (5,786)	$ 15,756
INTEREST CHARGES			
Long-term debt	$ 275,599	$ 273,763	$ 325,194
Amortization of debt discount, premium and expense	11,312	10,832	9,114
Other	9,666	11,170	4,928
Allowance for borrowed funds used during construction (credit)	(2,269)	(2,065)	(1,436)
Net Interest Charges	$ 294,308	$ 293,700	$ 337,800

NET INCOME	$ 433,651	$ 419,909	$ 521,903
PREFERRED AND PREFERENCE STOCK DIVIDENDS	$27,737	$ 29,640	$ 30,837
NET INCOME AVAILABLE FOR COMMON STOCK	$ 405,914	$ 390,269	$ 491,066

(See accompanying Notes to Consolidated Financial Statements.)

CONSOLIDATED BALANCE SHEET
(DOLLARS IN THOUSANDS)
THE DETROIT EDISON COMPANY AND SUBSIDIARY COMPANIES

ASSETS	December 31 1995	1994
UTILITY PROPERTIES		
Plant in service		
Electric	$13,303,992	$12,941,414
Steam	-	69,813
	$13,303,992	$13,011,227
Less: Accumulated depreciation and amortization	(4,928,316)	(4,529,692)
	$ 8,375,676	$ 8,481,535
Construction work in progress	142,726	104,431
Net utility properties	$ 8,518,402	$ 8,585,966
Property under capital leases (less accumulated amortization of $99,633 and $94,678, respectively)	$ 137,206	$ 134,542
Nuclear fuel under capital lease (less accumulated amortization of $427,831 and $374,405, respectively)	145,463	193,411
Net property under capital leases	$ 282,669	$ 327,953
Total owned and leased properties	$ 8,801,071	$ 8,913,919
OTHER PROPERTY AND INVESTMENTS		
Non-utility property	$ 21,576	$ 11,281
Investments and special funds	29,058	18,722
Nuclear decommissioning trust funds	119,843	76,492
	$ 170,477	$ 106,495
CURRENT ASSETS		
Cash and temporary cash investments	$ 64,948	$ 8,122
Customer accounts receivable and unbilled revenues (less allowance for uncollectible accounts of $22,000 and $30,000, respectively)	414,403	195,824
Other accounts receivable	37,664	34,212
Inventories (at average cost)		
Fuel	162,796	136,331
Materials and supplies	142,782	155,921
Prepayments	12,910	10,516
	$ 835,503	$ 540,926
DEFERRED DEBITS		
Regulatory assets	$ 1,155,482	$ 1,277,628
Prepaid pensions	81,865	54,066
Unamortized debt expense	40,936	42,876
Other	45,257	57,068
	$ 1,323,540	$ 1,431,638
TOTAL	$11,130,591	$10,992,978

(See accompanying Notes to Consolidated Financial Statements.)

44

CONSOLIDATED BALANCE SHEET
(DOLLARS IN THOUSANDS)
THE DETROIT EDISON COMPANY AND SUBSIDIARY COMPANIES

	December 31	
LIABILITIES	1995	1994
CAPITALIZATION		
Common stock - $10 par value, 400,000,000 shares authorized; 145,119,875 and 144,863,447 shares outstanding, respectively	$ 1,451,199	$ 1,448,635
Premium on common stock	547,799	545,825
Common stock expense	(47,561)	(47,461)
Retained earnings used in the business	1,484,871	1,379,081
Total common shareholders' equity	$ 3,436,308	$ 3,326,080
Cumulative preferred stock	326,604	380,283
Long-term debt	3,756,094	3,825,296
Total Capitalization	$ 7,519,006	$ 7,531,659
OTHER NON-CURRENT LIABILITIES		
Obligations under capital leases	$ 128,362	$ 126,076
Other postretirement benefits	24,381	37,143
Other	58,424	48,707
	$ 211,167	$ 211,926
CURRENT LIABILITIES		
Short-term borrowings	$ 36,990	$ 39,489
Amounts due within one year		
Long-term debt	119,214	19,214
Obligations under capital leases	154,307	201,877
Accounts payable	165,148	147,020
Property and general taxes	34,416	31,608
Income taxes	-	5,304
Accumulated deferred income taxes	51,697	32,625
Interest payable	62,128	60,214
Dividends payable	81,102	82,012
Payrolls	72,164	71,958
Fermi 2 refueling outage	14,342	1,267
Other	130,689	97,215
	$ 922,197	$ 789,803
DEFERRED CREDITS		
Accumulated deferred income taxes	$ 2,052,875	$ 2,014,821
Accumulated deferred investment tax credits	330,085	346,379
Other	95,261	98,390
	$ 2,478,221	$ 2,459,590
COMMITMENTS AND CONTINGENCIES (Notes 1, 2, 3, 4, 9, 12 and 13)		
Total	$11,130,591	$10,992,978

(See accompanying Notes to Consolidated Financial Statements.)

45

CONSOLIDATED STATEMENT OF CASH FLOWS
(DOLLARS IN THOUSANDS)
THE DETROIT EDISON COMPANY AND SUBSIDIARY COMPANIES

	YEAR ENDED DECEMBER 31		
	1995	1994	1993
OPERATING ACTIVITIES			
Net Income	$ 433,651	$ 419,909	$ 521,903
Adjustments to reconcile net income to net cash from operating activities:			
Accretion income	(11,041)	(13,644)	(44,130)
Depreciation and amortization	500,611	476,415	432,512
Deferred Fermi 2 depreciation, amortization and return - net	87,018	77,363	21,929
Deferred income taxes and investment tax credit - net	62,523	93,287	85,574
Fermi 2 refueling outage - net	13,075	(19,507)	17,856
Steam plant impairment loss	42,029	-	-
Other	5,113	(31,091)	32,367
Changes in current assets and liabilities:			
Customer accounts receivable and unbilled revenues	(218,579)	(505)	10,733
Other accounts receivable	(3,452)	(7,593)	(2,247)
Inventories	(18,837)	(1,774)	33,839
Accounts payable	18,049	(13,858)	21,364
Taxes payable	(2,649)	(18,031)	(6,499)
Interest payable	1,914	(6,174)	(19,769)
Other	31,255	(2,189)	35,350
Net cash from operating activities	$ 940,680	$ 952,608	$1,140,782
INVESTING ACTIVITIES			
Plant and equipment expenditures	$ (453,844)	$ (366,392)	$ (396,407)
Purchase of leased equipment	-	(11,500)	(2,402)
Nuclear decommissioning trust funds	(43,351)	(46,563)	(5,346)
Non-utility investments	1,865	(12,843)	182
Other changes in current assets and liabilities	5,774	5,042	10,225
Other	(32,845)	(11,537)	(19,988)
Net cash used for investing activities	$ (522,401)	$ (443,793)	$ (413,736)
FINANCING ACTIVITIES			
Sale of cumulative preferred stock	$ -	$ -	$ 200,000
Sale of general and refunding mortgage bonds	-	200,000	1,510,000
Funds received from Trustees: Installment sales contracts and loan agreements	201,525	50,470	76,510
Increase (decrease) in short-term borrowings	(2,499)	(98,715)	109,210
Redemption of long-term debt	(220,739)	(258,034)	(2,024,289)
Redemption of preferred and preference stock	(955)	-	(164,158)
Premiums on reacquired long-term debt and preferred and preference stock	(5,946)	(11,563)	(81,453)
Purchase of common stock	-	(59,855)	-
Dividends on common, preferred and preference stock	(326,239)	(331,441)	(330,775)
Other	(6,600)	(2,626)	(20,434)
Net cash used for financing activities	$ (361,453)	$ (511,764)	$ (725,389)
NET INCREASE (DECREASE) IN CASH AND TEMPORARY CASH INVESTMENTS	$ 56,826	$ (2,949)	$ 1,657
CASH AND TEMPORARY CASH INVESTMENTS AT BEGINNING OF THE PERIOD	$ 8,122	$ 11,071	$ 9,414
CASH AND TEMPORARY CASH INVESTMENTS AT END OF THE PERIOD	$ 64,948	$ 8,122	$ 11,071
SUPPLEMENTARY CASH FLOW INFORMATION			
Interest paid (excluding interest capitalized)	$ 274,413	$ 289,375	$ 346,542
Income taxes paid	230,537	183,172	233,542
New capital lease obligations	26,850	9,328	36,606
Exchange of preferred stock for long-term debt	49,878	-	-

(See accompanying Notes to Consolidated Financial Statements.)

46

CONSOLIDATED STATEMENT OF COMMON SHAREHOLDERS' EQUITY
(DOLLARS IN THOUSANDS)
THE DETROIT EDISON COMPANY AND SUBSIDIARY COMPANIES

	Common Stock		Premium on		Retained Earnings	Total Common
	Shares	$10 Par Value	Common Stock	Common Stock Expense	Used in the Business	Shareholders' Equity
BALANCE AT DECEMBER 31, 1992	147,016,691	$1,470,167	$553,724	$(48,163)	$1,138,159	$3,113,887
Issuance of common stock on conversion of convertible cumulative preferred stock, 5-1/2% series	31,227	312	242	(12)		542
Expense associated with preferred and preference stock redeemed					(6,634)	(6,634)
Net income					521,903	521,903
Cash dividends declared						
Common stock - $2.06 per share					(302,894)	(302,894)
Cumulative preferred and preference stock*					(30,837)	(30,837)
Other					(12)	(12)
BALANCE AT DECEMBER 31, 1993	147,047,918	$1,470,479	$553,966	$(48,175)	$1,319,685	$3,295,955
Issuance of common stock on conversion of convertible cumulative preferred stock, 5-1/2% series	22,164	222	173	(9)		386
Common stock reacquired from Detroit Edison Savings & Investment Plans, August 4, 1994	(2,206,635)	(22,066)	(8,314)	723	(30,198)	(59,855)
Net income					419,909	419,909
Cash dividends declared						
Common stock - $2.06 per share					(300,676)	(300,676)
Cumulative preferred stock*					(29,640)	(29,640)
Other					1	1
BALANCE AT DECEMBER 31, 1994	144,863,447	$1,448,635	$545,825	$(47,461)	$1,379,081	$3,326,080
Issuance of common stock on conversion of convertible cumulative preferred stock, 5-1/2% series	256,428	2,564	1,974	(100)		4,438
Expense associated with preferred stock redeemed					(1,645)	(1,645)
Net income					433,651	433,651
Cash dividends declared						
Common stock - $2.06 per share					(298,635)	(298,635)
Cumulative preferred stock*					(27,737)	(27,737)
Other					156	156
BALANCE AT DECEMBER 31, 1995	145,119,875	$1,451,199	$547,799	$(47,561)	$1,484,871	$3,436,308

*At established rate for each series.

(See accompanying Notes to Consolidated Financial Statements.)

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS
DTE ENERGY COMPANY, THE DETROIT EDISON COMPANY AND SUBSIDIARY COMPANIES

NOTE 1
SIGNIFICANT ACCOUNTING POLICIES

CORPORATE STRUCTURE AND PRINCIPLES OF CONSOLIDATION - DTE Energy Company ("Company") is a Michigan corporation, incorporated in 1995, and an exempt holding company under the Public Utility Holding Company Act. The Company has no significant operations of its own, holding instead the stock of an electric utility and other energy-related businesses. The Detroit Edison Company ("Detroit Edison"), a public utility incorporated in Michigan since 1967, is the Company's largest operating subsidiary. Detroit Edison represents substantially all of the Company's assets.

As a regulated public utility, Detroit Edison is engaged in the

generation, purchase, transmission, distribution and sale of electric energy in a 7,600 square mile area in Southeastern Michigan. The Company's service area includes about 13% of Michigan's total land area, and about half of its population (approximately five million people), electric energy consumption and industrial capacity.

On January 1, 1996, the holders of Detroit Edison's common stock exchanged such stock on a share-for-share basis for the common stock of the Company. Also on January 1, 1996, Detroit Edison declared a dividend to the Company in the form of the stock of five subsidiaries: DE Energy Services, Inc., DTE Capital Corporation, Edison Development Corporation, Syndeco Realty Corporation and UTS Systems, Inc. Accordingly, the consolidated financial statements presented herein include the financial results of operations of the Company and its wholly-owned subsidiaries as if the Company's current holding company structure form had existed in all periods shown. For the periods presented, the Company's operations and those of Detroit Edison are substantially the same.

All significant intercompany balances and transactions have been eliminated. Investments in 50%-owned limited liability corporations, partnerships and joint ventures are accounted for using the equity method. All non-utility operating transactions are included in the section titled Other Income and (Deductions) in the Consolidated Statement of Income.

Certain amounts in prior years' consolidated financial statements have been reclassified to conform to the current year presentation.

USE OF ESTIMATES IN THE PREPARATION OF FINANCIAL STATEMENTS - The preparation of financial statements in conformity with generally accepted accounting principles requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements and the reported amounts of revenues and expenses during the reporting period. Actual results could differ from those estimates.

REGULATION AND REGULATORY ASSETS AND LIABILITIES - Detroit Edison is subject to regulation by the Michigan Public Service Commission ("MPSC") and the Federal Energy Regulatory Commission ("FERC") with respect to accounting matters and maintains its accounts in accordance with Uniform Systems of Accounts prescribed by these agencies. As a regulated entity, taking into account the cost recovery restrictions contained in the December 1988 and January 21, 1994 MPSC rate orders and the provisions of the Energy Policy Act of 1992 ("Energy Act"), Detroit Edison meets the criteria of Statement of Financial Accounting Standards ("SFAS") No. 71, "Accounting for the Effects of Certain Types of Regulation." This accounting standard recognizes the ratemaking process which results in differences in the application of generally accepted accounting principles between regulated and non-regulated businesses. Detroit Edison has recorded the regulatory assets listed below. These regulatory assets are deferred costs, which are normally treated as expenses in non-regulated businesses, and are being amortized to expense as these costs are included in rates and recovered from customers. Continued applicability of SFAS No. 71 requires that rates be designed to recover specific costs of providing regulated services and products, including regulatory assets, and that it be reasonable to assume that rates are set at levels that will recover a utility's costs and can be charged and collected from customers. If the criteria of SFAS No. 71 are no longer met due to various factors, including deregulation of all or part of the business, a change in the method of regulation or a change in the competitive environment for the regulated services, the regulatory assets would have to be written off to expense at that time. Detroit Edison anticipates that it will continue to recover costs associated with its regulatory assets and continue to apply SFAS No. 71.

Detroit Edison has recorded the following regulatory assets at December 31:

	1995	1994
	(Thousands)	

Unamortized loss on reacquired debt	$ 124,692	$ 123,996
Recoverable income taxes	641,361	663,101
Other postretirement benefits	23,221	36,562
Fermi 2 phase-in plan	297,774	390,764
Fermi 2 deferred amortization	58,231	52,259
United States Department of Energy decontamination and decommissioning	10,203	10,946
Total	$1,155,482	$1,277,628

At December 31, 1995 and 1994, Detroit Edison had the following regulatory liabilities: (1) $330 million and $346 million, respectively, for unamortized accumulated deferred investment tax credits, (2) $53 million and $31 million, respectively, for Fermi 2 capacity factor disallowances (see Note 3), and (3) $22 million at December 31, 1995 and 1994 for other liabilities.

TEMPORARY CASH INVESTMENTS - For purposes of the Consolidated Statement of Cash Flows, the Company considers investments purchased with a maturity of three months or less to be cash equivalents.

UNAMORTIZED LOSS ON REACQUIRED DEBT - In accordance with MPSC regulations applicable to Detroit Edison, the discount, premium and expense related to debt redeemed with refunding are amortized over the life of the replacement issue.

RECOVERABLE INCOME TAXES - See Note 6.

OTHER POSTRETIREMENT BENEFITS - See Note 13.

FERMI 2 PHASE-IN PLAN - An MPSC authorized phase-in plan, effective in January 1988, for Fermi 2, a nuclear generating unit, provided for gradual rate increases in the early years of plant operation rather than a one-time substantial rate increase which conventional ratemaking would provide. SFAS No. 92, "Regulated Enterprises - Accounting for Phase-in Plans," permits the capitalization of costs deferred for future recovery under a phase-in plan. Accordingly, Detroit Edison recorded non-cash income of deferred depreciation and deferred return totaling $506.5 million through 1992. Beginning in 1993 and continuing through 1998, these deferred amounts will be amortized to operating expense as the cash recovery is realized through revenues. Amortization of these deferred amounts totaled $93 million, $84.8 million and $30.9 million in 1995, 1994 and 1993, respectively.

FERMI 2 DEFERRED AMORTIZATION - The December 1988 MPSC rate order provides for Detroit Edison's February 1990 purchase of Wolverine Power Supply Cooperative, Inc.'s ("Cooperative") ownership interest in Fermi 2 for $513 million with a 19-year principal amortization and associated interest of 8%, which is the composite average of the Cooperative debt assumed by Detroit Edison at the time of the purchase. Since the straight-line amortization of the asset exceeds the revenues provided for such amortization during the first 10 years of the recovery period, Detroit Edison is recording deferred amortization, a non-cash item of income, totaling $67.2 million through 1999. For 1995, 1994 and 1993, the amounts deferred were $6 million, $7.5 million and $9 million, respectively. The deferred amounts will be amortized to operating expense as the cash recovery is realized through revenues during the years 2000 through 2008.

UNITED STATES DEPARTMENT OF ENERGY ("DOE") DECONTAMINATION AND DECOMMISSIONING - The Energy Act provided for a fund to be established for the decommissioning and decontamination of existing DOE uranium enrichment facilities. Utilities with nuclear units are required to pay for a portion of the cost by making annual payments into the fund over a 15-year period. The law directs state regulators to treat these payments as a necessary and reasonable cost of fuel. Detroit

Edison recovers these costs through the Power Supply Cost Recovery ("PSCR") Clause.

REVENUES - Detroit Edison records unbilled revenues for electric and steam heating services provided after cycle billings through month-end.

PROPERTY, RETIREMENT AND MAINTENANCE, DEPRECIATION AND AMORTIZATION - Utility properties are recorded at original cost less regulatory disallowances and an impairment loss. In general, the cost of properties retired in the normal course of business is charged to accumulated depreciation. Expenditures for maintenance and repairs are charged to expense, and the cost of new property installed, which replaces property retired, is charged to property accounts. The annual provision for utility property depreciation is calculated on the straight-line remaining life method by applying annual rates approved by the MPSC to the average of year-beginning and year-ending balances of depreciable property by primary plant accounts. Provision for depreciation of Fermi 2, excluding decommissioning expense, was 3.26% of average depreciable property for 1995 and 1994 and 2.63% for 1993, except for $300 million being amortized over 10 years commencing in 1989 and $513 million being amortized over 19 years commencing in 1990. See Note 3. Provision for depreciation of all other utility plant, as a percent of average depreciable property, was 3.2% for 1995 and 1994 and 3.4% for 1993.

SOFTWARE COSTS - Detroit Edison capitalizes internally developed software costs. These costs are amortized on a straight-line basis over a five-year period beginning with a project's completion.

PROPERTY TAXES - Property taxes are accrued monthly during the fiscal period of the applicable taxing authority.

INCOME TAXES - Deferred income taxes are provided for temporary differences between book and tax bases of assets or liabilities to the extent authorized by the MPSC. For federal income tax purposes, depreciation is computed using accelerated methods and shorter depreciable lives. Investment tax credits utilized which relate to utility property were deferred and are amortized over the estimated composite service life of the related property. See Note 6.

ALLOWANCE FOR FUNDS USED DURING CONSTRUCTION ("AFUDC") - AFUDC, a non-operating non-cash item, is defined in the FERC Uniform System of Accounts to include "the net cost for the period of construction of borrowed funds used for construction purposes and a reasonable rate on other funds when so used." AFUDC involves an accounting procedure whereby the approximate interest expense and the cost of other (common, preferred and preference shareholders' equity) funds applicable to the cost of construction are transferred from the income statement to construction work in progress in the balance sheet. The cash recovery of AFUDC, as well as other costs of construction, occurs as completed projects are placed in service and related depreciation is authorized to be recovered through customer rates. Detroit Edison capitalized AFUDC at 7.66% in 1995 and 1994 and 9.65% in 1993.

ACCRETION INCOME - In 1988, Detroit Edison adopted SFAS No. 90, "Regulated Enterprises - Accounting for Abandonments and Disallowances of Plant Costs." As a result, indirect losses were recorded for Greenwood Unit No. 1 for the period that plant was not allowed in rate base (1988-1993), and for the indirect loss related to the $300 million of Fermi 2 plant costs recovered from 1989 to 1998 with no return. The net after-tax losses originally totaled $198 million based on the discounting required by SFAS No. 90. These amounts are being restored to income over the respective discount periods as Detroit Edison records a non-cash return (accretion income). The net after-tax income recorded was $7.2 million, $8.9 million and $29.5 million in 1995, 1994 and 1993, respectively.

CAPITALIZATION - DISCOUNT, PREMIUM AND EXPENSE - The discount, premium and expense related to the issuance of long-term debt are amortized over the life of each issue. In accordance with MPSC regulations applicable to Detroit Edison, the discount, premium and expense related to debt redeemed without refunding are written off to other income and deductions. Capital stock premium and expense related to redeemed preferred and preference stock of Detroit Edison are written off against retained earnings used in the business.

FERMI 2 REFUELING OUTAGES - Detroit Edison recognizes the cost of Fermi 2 refueling outages over periods in which related revenues are recognized. Under this procedure, it records a provision for incremental costs anticipated to be incurred during the next scheduled Fermi 2 refueling outage. See Note 2.

LEASES - See Note 9.

EMPLOYEE BENEFITS - See Note 13.

NOTE 2

FERMI 2

GENERAL - Fermi 2, a nuclear generating unit, began commercial operation in January 1988. Fermi 2 has a design electrical rating (net) of 1,139 megawatts ("MW"). However, due to certain equipment limitations, Fermi 2 is rated at 1,116 MW until modifications can be made to achieve the design rating. This unit represents approximately 27% of total assets, 10% of total operation and maintenance expenses and 9% of summer net rated capability.

MPSC rate orders issued in April 1986, January 1987, December 1988 and January 1994 contain provisions with respect to the recovery of Fermi 2 costs. See Note 3 for a discussion of Fermi 2 rate matters and the MPSC's treatment of Fermi 2's original project costs of $4.858 billion.

LICENSING AND OPERATION - The Nuclear Regulatory Commission ("NRC") maintains jurisdiction over the licensing and operation of Fermi 2.

Fermi 2 was out of service in 1994 and part of 1995. On December 25, 1993, the reactor automatically shut down following a turbine-generator failure. Safety systems responded within design and regulatory specifications. The turbine suffered mechanical damage, the exciter and generator incurred mechanical and fire damage, and the condenser had some internal damage. The fire was contained in the turbine building, and there was no release of radioactive contaminants during the event. The nuclear part of the plant was not damaged.

Major repairs were completed in 1994 and early 1995. These repair costs are approximately $80 million for which to date Detroit Edison has received partial insurance payments of $55 million for property damage. In addition, Detroit Edison has received partial insurance payments of $74.2 million for replacement power costs through December 31, 1995.

The unit was operating at 874 MW at the end of December 1995 and the unit's capacity factor was 51.4% for 1995. Detroit Edison is currently operating Fermi 2 without the large seventh and eighth stage turbine blades on the three low-pressure turbines. The new turbine shafts and blades for these low-pressure turbines are being manufactured and will be installed during the next refueling outage in 1996.

The expected cost of replacing the major turbine components in 1996 is between $45 million and $50 million. These costs will not be covered by insurance. These costs will be capitalized and are expected to be recovered in rates because such costs are less than the cumulative amount available under the cap on Fermi 2 capital expenditures, a provision of the MPSC's December 1988 order. See Note 3.

INSURANCE - Detroit Edison insures Fermi 2 with property damage insurance provided by Nuclear Mutual Limited ("NML") and Nuclear Electric Insurance Limited ("NEIL"). The NML and NEIL insurance policies provide $500 million of composite primary coverage (with a $1 million deductible) and $2.25 billion of excess coverage, respectively, for stabilization, decontamination and debris removal costs, repair and/or replacement of property and decommissioning. Accordingly, the combined limits provide total property damage insurance of $2.75 billion.

Detroit Edison maintains an insurance policy with NEIL providing for extra expenses, including certain replacement power costs necessitated by Fermi 2's unavailability due to an insured event. This policy, which has a 21-week waiting period, provides for three years of coverage.

Under the NML and NEIL policies, Detroit Edison could be liable for maximum retrospective assessments of up to approximately $28 million per loss

if any one loss should exceed the accumulated funds available to NML or NEIL.

As required by federal law, Detroit Edison maintains $200 million of public liability insurance for a nuclear incident. Further, under the Price-Anderson Amendments Act of 1988, deferred premium charges of $75.5 million could be levied against each licensed nuclear facility, but not more than $10 million per year per facility. On December 31, 1995, there were 110 licensed nuclear facilities in the United States. Thus, deferred premium charges in the aggregate amount of approximately $8.3 billion could be levied against all owners of licensed nuclear facilities in the event of a nuclear incident. Accordingly, public liability for a single nuclear incident is currently limited to approximately $8.5 billion.

DECOMMISSIONING - The NRC has jurisdiction over the decommissioning of nuclear power plants. An NRC rule requires decommissioning funding based upon a site-specific estimate or a predetermined NRC formula. Using the NRC's formula, plus an additional allowance for decommissioning the non-nuclear portion of the plant, it is estimated that the cost of decommissioning Fermi 2 when its license expires in the year 2025 is $514 million in current 1995 dollars and $3 billion in future 2025 dollars. The assumed annual inflation rate used to increase the cost to decommission is 6%, compounded annually.

The MPSC and FERC regulate the recovery of costs of decommissioning nuclear power plants and both require the use of external trust funds to finance the decommissioning of Fermi 2. The MPSC's January 1994 order includes an increase in rates for the decommissioning of Fermi 2. The FERC has approved the recovery of decommissioning expense in base rates in its June 1993 order. Detroit Edison believes that the MPSC and FERC orders will be adequate to fund the estimated cost of decommissioning using the NRC formula. See Note 3.

Detroit Edison has established external trust funds to hold decommissioning and low-level radioactive waste disposal funds collected from customers. During 1995, 1994 and 1993, Detroit Edison collected $32.1 million, $26.9 million and $3.7 million, respectively, from customers for decommissioning Fermi 2. Also, in 1995 and 1994, Detroit Edison collected $4.1 million and $3.3 million, respectively, from customers for low-level radioactive waste disposal. Such amounts were recorded as components of depreciation and amortization expense in the Consolidated Statement of Income and accumulated depreciation and amortization in the Consolidated Balance Sheet. Earnings on the external decommissioning trust funds assets during 1995, 1994 and 1993 were $3.3 million, $1.3 million and $1.2 million, respectively. Earnings on the external low-level radioactive waste disposal trust funds assets were $0.6 million and $0.2 million in 1995 and 1994, respectively. Trust fund earnings are recorded as an investment with a corresponding credit to accumulated depreciation and amortization. Trust fund assets are assumed to earn an after-tax rate of return of 7%, compounded annually. In accordance with SFAS No. 115, "Accounting for Certain Investments in Debt and Equity Securities", net unrealized gains of $4.6 million and $0.7 million in 1995 and 1994, respectively, were recorded as increases to the nuclear decommissioning trust funds and accumulated depreciation and amortization in the Consolidated Balance Sheet.

During 1995 shipment of low-level radioactive waste to a permanent disposal site resumed. Detroit Edison incurred disposal costs of $5.7 million during 1995 which costs were reimbursed by the external trust funds.

At December 31, 1995, Detroit Edison had a reserve of $91.5 million for the future decommissioning of Fermi 2 and $9.8 million for low-level radioactive waste disposal costs. These reserves are included in accumulated depreciation and amortization in the Consolidated Balance Sheet with a like amount deposited in external trust funds.

Detroit Edison also had a reserve of $18.5 million at December 31, 1995 for the future decommissioning of Fermi 1, an experimental nuclear unit on the Fermi 2 site that has been shut down since 1972. This reserve is included in other deferred credits in the Consolidated Balance Sheet with a like amount deposited in an external trust fund. Detroit Edison estimates that the cost of decommissioning Fermi 1 in the year 2025 is $20 million in current 1995 dollars and $114 million in future 2025 dollars.

The Financial Accounting Standards Board is reviewing the accounting for removal costs, including decommissioning of nuclear power plants. If current electric utility industry accounting practices for such decommissioning are changed: (1) annual provisions for decommissioning could increase, and (2) the estimated cost for decommissioning could be recorded as a liability rather than as accumulated depreciation.

NUCLEAR FUEL DISPOSAL COSTS - Detroit Edison has a contract with the DOE for the future storage and disposal of spent nuclear fuel from Fermi 2. Under the terms of the contract, Detroit Edison makes quarterly payments to the DOE based upon a fee of 1 mill per kilowatthour applied to the Fermi 2 electricity generated and sold. The spent nuclear fuel disposal cost is included as a component of Detroit Edison's nuclear fuel expense. The DOE has stated that it will be unable to store spent nuclear fuel at a permanent repository until after 2010. However, the DOE and utilities with nuclear units are pursuing other interim storage options. On September 7, 1995, Detroit Edison, along with two other utilities, filed a petition for review in the United States Court of Appeals for the District of Columbia Circuit. The petition seeks to overturn a decision of the DOE that it does not have a legal obligation to begin accepting spent nuclear fuel from nuclear utilities commencing January 31, 1998. The petition seeks to affirm that such an obligation exists and to establish court oversight of the development of a schedule by the DOE to accept spent nuclear fuel by that date. This action has been consolidated with existing litigation brought by a number of other utilities as well as a number of states. It is estimated that existing temporary storage capacity at Fermi 2 will be sufficient until the year 2001, or until 2019 with the expansion of such storage capacity.

NOTE 3

RATE MATTERS

Detroit Edison is subject to the primary regulatory jurisdiction of the MPSC, which, from time to time, issues its orders pertaining to Detroit Edison's conditions of service, rates and recovery of certain costs including the costs of generating facilities. MPSC orders issued in December 1988 and on January 21, 1994 are currently in effect with respect to Detroit Edison's rates and certain other revenue and operating-related matters.

On January 21, 1994, the MPSC issued an order reducing Detroit Edison's rates in the amount of $78 million annually. The rate reduction was determined by using a 1994 test year and an overall rate of return of 7.66%, incorporating an 11% return on common equity and a capital structure comprised of 40% common equity, 55.01% long-term debt and 4.99% preferred stock. The MPSC order includes the recovery of (1) increased Fermi 2 decommissioning costs of $28.1 million annually, which includes the recovery of low-level radioactive waste disposal costs, (2) full recovery of 1994 other postretirement benefit costs plus recovery and amortization of the 1993 deferred cost (see Note 13), (3) costs associated with the return to rate base of Greenwood Unit No. 1, (4) Fermi 2 phase-in plan revenue requirements of $70.8 million in 1994 and (5) costs associated with a three-year $41.5 million ($7.6 million in 1994, $14.9 million in 1995 and $19 million in 1996) demand-side management program. In keeping with the MPSC's recognition of the need for industrial customers to be competitive, the January 1994 rate reduction was allocated among the various classes of customers approximately as follows: Industrial-$43 million, Commercial-$24 million, Residential-$10 million and Governmental-$1 million. The order was effective for service rendered on and after January 22, 1994 and is the subject of various appeals before the Michigan Court of Appeals.

INDUSTRIAL RATES - In August 1994, Detroit Edison entered into 10-year special manufacturing contracts which were approved by the MPSC on March 23, 1995. These contracts will lower costs for Detroit Edison's three largest customers (Chrysler Corporation, Ford Motor Company and General Motors Corporation). Annual revenue reductions will range in amounts from about $30 million in 1995 to $50 million for 1999 through 2004. Detroit Edison expects to offset these reductions by further reducing operating expenses.

FERMI 2 - The December 1988 MPSC order established, for the period January 1989 through December 2003, (1) a cap on Fermi 2 capital additions of $25 million per year, in 1988 dollars adjusted by the Consumers Price Index ("CPI"), cumulative,

(2) a cap on Fermi 2 non-fuel operation and maintenance expenses adjusted by the CPI and (3) a capacity factor performance standard based on a three-year rolling average commencing in 1991. For a capital investment of $200 million or more (in 1988 dollars adjusted by the CPI), Detroit Edison must obtain prior MPSC approval to be included in rate base.

Under the cap on Fermi 2 capital expenditures, the cumulative amount available totals $54 million (in 1995 dollars) at December 31, 1995. Under the cap on non-fuel operation and maintenance expenses, the cumulative amount available totals $52 million (in 1995 dollars) at December 31, 1995.

Under the capacity factor performance standard, a disallowance of net incremental replacement power cost will be imposed for the amount by which the Fermi 2 three-year rolling average capacity factor is less than the greater of either the average of the top 50% of U.S. boiling water reactors or 50%. For purposes of the capacity factor performance standard, the capacity for Fermi 2 for the period 1989-1993 shall be 1,093 MW, and 1,139 MW for each year thereafter until December 31, 2003.

As discussed in Note 2, Fermi 2 was out of service in 1994 and part of 1995 and will operate at a reduced power output until the installation of major turbine components during the next refueling outage in 1996. Therefore, the three-year rolling average capacity factor utilized in the Fermi 2 performance standard calculation will be unfavorably affected in 1994-1998. The plant's three-year rolling average capacity factor was 53.7% for 1994 and 45.4% for 1995 utilizing a capacity of 1,093 MW for 1992 and 1993 and 1,139 MW for 1994 and 1995. The three-year rolling average capacity factor for the top 50% of U.S. boiling water reactors was 78.6% for 1994 and 81.2% for the 36-month period ending September 30, 1995.

Detroit Edison incurred a capacity factor disallowance totaling $19.2 million for 1994. In accordance with an MPSC order, three times this amount was used to determine the net refund to customers in the 1994 PSCR reconciliation case, resulting in banked credits of $38.5 million which will reduce future capacity factor disallowance amounts owing to customers. It is estimated that a net liability in the range of $40 million to $60 million will be required for capacity factor disallowances in the period 1995-1998. At December 31, 1995, Detroit Edison had accrued $53 million (capacity factor disallowances of $91.5 million, less banked credits of $38.5

million) for the Fermi 2 capacity factor performance standard disallowances that are expected to be imposed by the MPSC during the period 1995-1998, based on the following assumptions:

a. Fermi 2 three-year rolling average capacity factor of 45.4% in 1995 and an estimated 35.6% in 1996, 65.1% in 1997 and 72.6% in 1998;
b. Estimated three-year rolling average capacity factor for the top 50% of U.S. boiling water reactors of 80% in 1995-1998;
c. Estimated incremental cost of replacement power of $8 per megawatthour in 1995 and increasing to $11 per megawatthour in 1998.

In accordance with April 1986 and December 1988 MPSC rate orders, ratemaking treatment of Detroit Edison's Fermi 2 original project costs of $4.858 billion is as follows:
(1) $3.018 billion in rate base with recovery and return,
(2) $300 million amortized over 10 years with no return,
(3) $513 million amortized over 19 years with associated interest of 8% and (4) $1.027 billion disallowed and written off in 1988.

At December 31, 1995, Detroit Edison's net plant investment in Fermi 2 was $2.9 billion ($3.9 billion less accumulated depreciation and amortization of $1 billion).

Under the December 1988 MPSC order, if nuclear operations at Fermi 2 permanently cease, amortization in rates of the $300 million and $513 million investments in Fermi 2 would continue and the remaining net rate base investment amount shall be removed from rate base and amortized in rates, without return, over 10 years with such amortization not to exceed $290 million per year. In this event, unamortized amounts of deferred depreciation and deferred return, recorded in the Consolidated Balance Sheet under the phase-in plan prior to the removal of Fermi 2 from rate base, will continue to be amortized, with a full return on such unamortized balances, so that all amounts deferred are recovered during the period ending no later than December 31, 1998. The December 1988 and January 1994 rate orders do not address the costs of decommissioning if operations at Fermi 2 prematurely cease.

Detroit Edison has and believes it will continue to operate under the terms of all applicable MPSC orders with no significant adverse effects as a result of any cost recovery restrictions contained therein.

NOTE 4
JOINTLY-OWNED UTILITY PLANT

Detroit Edison's portion of jointly-owned utility plant is as follows:

	Belle River	Ludington Pumped Storage
In-service date	1984-1985	1973
Undivided ownership interest	*	49%
Investment (millions)	$1,028.4	$174.3
Accumulated depreciation (millions)	$ 321.6	$ 72.2

* Detroit Edison's undivided ownership interest is 62.78% in Unit No. 1, 81.39% of the portion of the facilities applicable to Belle River used jointly by the Belle River and St. Clair Power Plants, 49.59% in certain transmission lines and, at December 31, 1995, 75% in facilities used in common with Unit No. 2.

BELLE RIVER - The Michigan Public Power Agency ("MPPA") has an undivided ownership interest in Belle River Unit No. 1 and certain other related facilities. MPPA is entitled to 18.61% of the capacity and energy of the entire plant and is responsible for the same percentage of the plant's operation and maintenance expenses and capital improvements. Detroit Edison is obligated to provide MPPA with backup power when either unit is out of service.

Detroit Edison was required to purchase MPPA's capacity and energy entitlement through 1994. Such purchases were 20% for 1993 and 10% for 1994. The cost for the buyback of power was based on MPPA's plant-related investment, interest costs incurred by MPPA on its original project financing plus 2.5%, and certain other costs such as depreciation and operation and maintenance expenses. Buyback payments to MPPA were $12.5 million for 1993 and $6 million for 1994.

LUDINGTON PUMPED STORAGE - Operation, maintenance and other expenses of the Ludington Pumped Storage Plant ("Ludington") are shared by Detroit Edison and Consumers Power Company ("Consumers") in proportion to their respective interests in the plant. See Note 12.

NOTE 5

SALE OF ACCOUNTS RECEIVABLE AND UNBILLED REVENUES

Detroit Edison has an agreement providing for the sale, assignment and repurchase, from time to time, of an undivided ownership interest in $200 million of its customer accounts receivable and unbilled revenues.

At December 31, 1994, customer accounts receivable and unbilled revenues in the Consolidated Balance Sheet were reduced by $200 million reflecting the sale. However, at December 31, 1995, customer accounts receivable and unbilled revenues increased as Detroit Edison repurchased the $200 million. Therefore at December 31, 1995, there were no sales under this agreement. All expenses associated with the program were charged to other income and (deductions) in the Consolidated Statement of Income.

NOTE 6

INCOME TAXES

Total income tax expense as a percent of income before tax varies from the statutory federal income tax rate for the following reasons:

	Percent of Income Before Tax		
	1995	1994	1993
Statutory income tax rate	35.0%	35.0%	35.0%
Deferred Fermi 2 depreciation and return	3.7	3.5	1.1
Investment tax credit	(2.1)	(1.9)	(1.7)
Depreciation	3.3	5.5	3.9
Other - net	(0.4)	(3.2)	(1.6)
Effective income tax rate	39.5%	38.9%	36.7%

Components of income taxes were applicable to the following:

	1995	1994	1993
	(Thousands)		
Operating expenses			
Current	$247,676	$195,848	$243,480
Deferred-net			
Borrowed funds component of AFUDC	(1,081)	(1,081)	(1,081)
Depreciation and amortization	75,248	52,873	74,567
Property taxes	4,117	(23,640)	(9,590)
Alternative minimum tax	-	-	28,174
Fermi 2 capitalized labor and expenses	(1,598)	(1,998)	(1,692)
Nuclear fuel	(298)	14,645	(1,543)
Fermi 2 performance reserve	(4,501)	(10,850)	-
Reacquired debt losses	253	43,162	-
Indirect construction costs	(1,268)	(1,268)	(1,268)
Uncollectible accounts	3,614	1,380	(700)

Contributions in aid of construction	(5,405)	(6,898)	(3,756)
Fermi 2 refueling outage	(4,576)	6,798	(6,136)
Shareholder value improvement plan	1,170	2,244	559
Coal contract buyouts	(164)	(401)	(1,411)
Injuries and damages	-	(1,071)	(5,855)
Steam purchase reserve	-	-	(3,850)
Employee reorganization expenses	(557)	4,200	(4,200)
Pensions and benefits	7,808	10,130	4,925
Steam plant impairment loss	(8,741)	-	-
Over/under recoveries	3,923	(1,017)	298
Inventory write-off	(5,705)	2,065	-
Fermi 2 nonqualified decommissioning fund	(2,045)	(2,153)	(485)
Ludington fish mortality	(2,947)	-	-
Other	(198)	515	1,260
	57,049	87,635	68,216
Investment tax credit-net			
Utilized	-	2,612	250
Amortized	(15,038)	(15,438)	(14,477)
	(15,038)	(12,826)	(14,227)
Total	289,687	270,657	297,469
Other income and deductions			
Current	(8,574)	(8,083)	(7,712)
Investment tax credit-amortized	(1,256)	-	-
Deferred-net	41	(28)	(882)
Total	(9,789)	(8,111)	(8,594)
Disallowed plant costs and accretion income			
Current	(18,372)	(18,384)	(18,405)
Deferred-net			
Disallowed plant costs	17,863	17,863	17,863
Accretion income	3,864	4,773	14,604
Total	3,355	4,252	14,062
Total income taxes	$283,253	$266,798	$302,937

The Fermi 2 phase-in plan required Detroit Edison to record additional deferred income tax expense related to deferred depreciation totaling $33.5 million, with this amount amortized to income over the six-year period ending December 31, 1998.

In January 1993, SFAS No. 109, "Accounting for Income Taxes," which requires an asset and liability approach for financial accounting and reporting for income taxes was adopted. At January 1, 1993, an increase in accumulated deferred income tax liabilities of $740 million was recorded which represented (a) the tax effect of temporary differences not previously recognized and (b) the recomputing of its tax liability at the current tax rate. The liability increase was offset by a regulatory asset of equal value, titled "Recoverable Income Taxes." This regulatory asset represents the future revenue recovery from customers for these taxes as they become payable, with no effect on net income. In August 1993, the Omnibus Budget Reconciliation Act of 1993 increased the federal corporate income tax rate from 34% to 35% retroactive to January 1, 1993. As a result, (1) an increase of $88.1 million in accumulated deferred income tax liabilities, offset by a corresponding increase in "Recoverable Income Taxes," and (2) an increase of $10.4 million in income tax

expense were recorded.

In 1993, the MPSC issued an order, in a generic proceeding, authorizing accounting procedures consistent with SFAS No. 109 and providing assurance that the effects of previously flowed-through tax benefits will continue to be allowed rate recovery.

Deferred income tax assets (liabilities) are comprised of the following at December 31:

	1995	1994
	(Thousands)	
Property	$(2,166,152)	$(2,070,943)
Fermi 2 deferred depreciation and return	(130,048)	(170,668)
Property taxes	(57,030)	(52,913)
Investment tax credit	178,000	187,000
Reacquired debt losses	(43,414)	(43,162)
Contributions in aid of construction	41,589	36,184
Other	72,483	67,056
	$(2,104,572)	$(2,047,446)
Deferred income tax liabilities	$(2,659,441)	$(2,566,578)
Deferred income tax assets	554,869	519,132
	$(2,104,572)	$(2,047,446)

The federal income tax returns of the Company are settled through the year 1988. The Company believes that adequate provisions for federal income taxes have been made through December 31, 1995.

NOTE 7

COMMON STOCK AND CUMULATIVE PREFERRED AND PREFERENCE STOCK

At December 31, 1995, the Company had Cumulative Preferred Stock, without par value, 5,000,000 shares authorized with 5,000,000 shares unissued.

At December 31, 1995, Detroit Edison had Cumulative Preference Stock of $1 par value, 30,000,000 shares authorized with 30,000,000 shares unissued.

At December 31, 1995, Detroit Edison had Cumulative Preferred Stock of $100 par value, 6,747,484 shares authorized with 1,539,827 shares unissued, and 3,351,223 shares and 3,905,470 shares outstanding at December 31, 1995 and 1994, respectively.

Cumulative Preferred Stock outstanding at December 31 was:

	Date of Issuance	1995	1994
		(Thousands)	
CUMULATIVE PREFERRED STOCK			
5 1/2% Convertible Series, 55,470 shares	Oct. 1967	$ -	$ 5,547
7.68% Series, 500,000 shares	Mar. 1971	50,000	50,000
7.45% Series, 600,000 shares	Nov. 1971	60,000	60,000
7.36% Series, 750,000 shares	Dec. 1972	75,000	75,000
7.75% Series, 1,001,223 and 1,500,000 shares, respectively	Feb. 1993	100,122	150,000
7.74% Series, 500,000 shares	Apr. 1993	50,000	50,000
Preferred stock expense		(8,518)	(10,264)
Total Cumulative Preferred Stock		$326,604	$380,283

On October 15, 1995, Detroit Edison redeemed the remaining outstanding 9,539 shares of 5 1/2% Series, $100 par value Convertible Cumulative Preferred Stock at a price of $100 per share plus accrued dividends. This series was convertible into shares of Detroit Edison Common Stock until the close of business on the date of the redemption. The number of shares converted during 1995, 1994 and 1993 was 45,931, 3,949 and 5,563, respectively.

Detroit Edison's 7.68% Series, 7.45% Series and 7.36% Series Cumulative Preferred Stock are redeemable solely at the option of Detroit Edison at a per share redemption price of $101 plus accrued dividends. See Note 16.

On August 15, 1995, Detroit Edison exchanged 1,995,108 depositary shares, each representing a one-quarter interest in a share of the Cumulative Preferred Stock, 7.75% Series, for $49,877,700 aggregate principal amount of Detroit Edison's Deeply Subordinated Quarterly Income Debt Securities ("QUIDS"), 8.50% Series. See Note 10 for further discussion on the QUIDS.

Detroit Edison's 7.75% Series and 7.74% Series Cumulative Preferred Stock are redeemable solely at the option of Detroit Edison at a per share redemption price of $100 (equivalent to $25 per Depositary Share), plus accrued dividends, on and after April 15, 1998 and July 15, 1998, respectively.

Apart from MPSC or FERC approval and the requirement that common, preferred and preference stock be sold for at least par value, there are no legal restrictions on the issuance of additional authorized shares of such stock by Detroit Edison.

There are no legal restrictions on the issuance of additional authorized shares of the Company's common and preferred stock.

In August 1994, Detroit Edison purchased 2,206,635 shares of its Common Stock at a price of $27.125 per share, totaling $59.9 million, from the trustee of the Detroit Edison Savings & Investment Plans. These shares were canceled and reverted to the status of authorized but unissued shares.

NOTE 8

SHORT-TERM CREDIT ARRANGEMENTS AND BORROWINGS

At December 31, 1995, Detroit Edison had total short-term credit arrangements of approximately $432 million. At December 31, 1995 and December 31, 1994, $37 million and $39.5 million, respectively, of short-term borrowings were outstanding with a weighted average interest rate of 6.2% in 1995 and 1994.

Detroit Edison had bank lines of credit of $200 million, all of which had commitment fees in lieu of compensating balances. Commitment fees incurred in 1995 for bank lines of credit were approximately $0.3 million. Detroit Edison uses bank lines of credit to support the issuance of commercial paper and bank loans. All borrowings are at prevailing money market rates which are below the banks' prime lending rates.

Detroit Edison has a nuclear fuel financing arrangement (heat purchase contract) with Renaissance Energy Company ("Renaissance"), an unaffiliated company. Renaissance may issue commercial paper or borrow from participating

banks on the basis of promissory notes. To the extent the maximum amount of funds available to Renaissance (currently $400 million) is not needed by Renaissance to purchase nuclear fuel, such funds may be loaned to Detroit Edison for general corporate purposes pursuant to a separate Loan Agreement. At December 31, 1995, approximately $232 million was available to Detroit Edison under such Loan Agreement. See Note 9 for a discussion of Detroit Edison's heat purchase contract with Renaissance.

Renaissance entered into five-year interest rate swap agreements, guaranteed by Detroit Edison, in December 1990, with five banks for a notional amount of $125 million. These agreements were used to reduce the potential impact of increases in interest rates on the variable rate debt by exchanging the receipt of variable rate amounts for fixed interest payments at rates ranging from 8.12% to 8.145% over the life of the agreements. The differential paid or received was recognized as an adjustment to the interest component included as part of nuclear fuel expense. In December 1995, all swap agreements expired and were not renewed.

NOTE 9

LEASES

Future minimum lease payments under long-term noncancellable leases, consisting of nuclear fuel ($170 million computed on a projected units of production basis), lake vessels ($42 million), locomotives and coal cars ($166 million), office space ($17 million) and computers, vehicles and other equipment ($5 million) at December 31, 1995 are as follows:

	(Millions)		(Millions)
1996	$80	1999	$ 40
1997	79	2000	22
1998	51	Remaining years	128
		Total	$400

Detroit Edison has a heat purchase contract with Renaissance which provides for the purchase by Renaissance for Detroit Edison of up to $400 million of nuclear fuel, subject to the continued availability of funds to Renaissance to purchase such fuel. Title to the nuclear fuel is held by Renaissance. Detroit Edison makes quarterly payments under the heat purchase contract based on the consumption of nuclear fuel for the generation of electricity. Renaissance's investment in nuclear fuel was $145 million and $193 million at December 31, 1995 and 1994, respectively. The decrease in 1995 from 1994 of $48 million includes additions of $6 million (purchases of $5 million and capitalized interest of $1 million) less $54 million for the amortization of nuclear fuel consumed in 1995.

Under SFAS No. 71, amortization of Detroit Edison's leased assets is modified so that the total of interest on the obligation and amortization of the leased asset is equal to the rental expense allowed for ratemaking purposes. For ratemaking purposes, the MPSC has treated all leases as operating leases. Net income is not affected by capitalization of leases.

Rental expenses for both capital and operating leases were $97 million (including $67 million for nuclear fuel), $49 million (including $8 million for nuclear fuel) and $126 million (including $89 million for nuclear fuel) for

1995, 1994 and 1993, respectively.

NOTE 10

LONG-TERM DEBT

Detroit Edison's 1924 Mortgage and Deed of Trust ("Mortgage"), the lien of which covers substantially all of Detroit Edison's properties, provides for the issuance of additional bonds. At December 31, 1995, approximately $3.2 billion principal amount of Mortgage Bonds could have been issued on the basis of property additions, combined with an earnings test provision, assuming an interest rate of 7% on any such additional Mortgage Bonds. An additional $1.1 billion principal amount of Mortgage Bonds could have been issued on the basis of bond retirements.

Long-term debt outstanding at December 31 was:

	Interest Rate	1995	1994
		(Thousands)	
GENERAL AND REFUNDING MORTGAGE BONDS			
Series R, due 12/1/96	6 %	$ 100,000	$ 100,000
Series S, due 10/1/98	6.4	150,000	150,000
1990 Series A, due 3/31/20	7.904	156,975	163,254
1990 Series B, due 3/31/16	7.904	199,836	209,352
1990 Series C, due 3/31/14	8.357	64,961	68,380
1992 Series D, due 8/1/02 and 8/1/22	7.605*	290,000	290,000
1992 Series E, due 12/15/99	6.83	50,000	50,000
1993 Series B, due 12/15/99	6.83	50,000	50,000
1993 Series C, due 1/15/03 and 1/13/23	7.939*	225,000	225,000
1993 Series D, due 4/1/99	6.45	100,000	100,000
1993 Series E, due 3/15/00, 3/17/03 and 3/15/23	6.854*	390,000	390,000
1993 Series G, due 5/1/97 and 5/1/01	5.921*	225,000	225,000
1993 Series J, due 6/1/18	7.74	270,000	270,000
Less: Unamortized net discount		(143)	(182)
Amount due within one year		(119,214)	(19,214)
		$2,152,415	$2,271,590
REMARKETED NOTES Secured by corresponding amounts of General and Refunding Mortgage Bonds			
1993 Series H, due 7/15/28	6.4**	$ 50,000	$ 50,000
1993 Series K, due 8/15/33	4 5/8**	160,000	160,000
1994 Series C, due 8/15/34	6.745**	200,000	200,000
Less: Unamortized net discount		(172)	(177)
		$ 409,828	$ 409,823
TAX EXEMPT REVENUE BOND OBLIGATIONS Secured by corresponding amounts of General and Refunding Mortgage Bonds			
Installment Sales Contracts,			

due 9/1/04 - 9/1/24	7.12*	$ 282,155	$ 302,155
Less: Unamortized net discount		(191)	(279)
		$ 281,964	$ 301,876
Loan Agreements,			
due 7/15/08 - 9/1/25	6.657*	$ 606,670	$ 487,495
Less: Unamortized net discount		(71)	(73)
		$ 606,599	$ 487,422
Unsecured			
Installment Sales Contracts,			
due 12/1/04 - 12/1/19	7.53*	$ 142,060	$ 314,060
Loan Agreements,			
due 4/15/10 - 9/1/30	5.97*	$ 113,350	$ 40,525
		$1,143,973	$1,143,883
DEEPLY SUBORDINATED DEBT			
Quarterly Income Debt Securities			
(QUIDS), due 9/30/25	8.50	$ 49,878	$ -
Total Long-Term Debt		$3,756,094	$3,825,296

* Weighted average interest rate at December 31, 1995.
**Variable rate at December 31, 1995.

The QUIDS (see Note 7) provide that interest will be payable quarterly provided that, so long as an event of default has not occurred and is not continuing with respect to the QUIDS, Detroit Edison will have the right, upon prior notice by public announcement given in accordance with New York Stock Exchange rules at any time, to extend the interest payment period at any time and from time to time on the QUIDS for up to 20 consecutive quarterly interest payment periods. As a consequence, quarterly interest payments on the QUIDS would be deferred but would continue to accrue during any deferral period. In the event that Detroit Edison exercises this right, Detroit Edison may not declare or pay dividends on, or redeem, purchase or acquire, any of its capital stock during such deferral period, other than redemptions of any series of capital stock of Detroit Edison pursuant to the terms of any sinking fund provisions with respect thereto. In addition, during any deferral period, Detroit Edison may not make any advance or loan to, or purchase any securities of, or make any other investment in, any affiliate of Detroit Edison, including DTE Energy Company, for the purpose of, or to enable the payment of, directly or indirectly, dividends on any equity securities of DTE Energy Company.

In June 1992, Detroit Edison entered into a three-year interest rate swap agreement matched to a $31 million variable rate tax exempt revenue bond. This agreement was used to reduce the potential impact of increases in interest rates on the variable rate debt by exchanging the receipt of variable rate

amounts for fixed interest payments at a rate of 4.32% over the life of the agreement. The differential paid or received was recognized as an adjustment to interest expense related to the debt. In June 1995, the swap agreement expired and was not renewed.

In 1996, 1997, 1998, 1999 and 2000, Detroit Edison's long-term debt maturities consist of $119 million, $144 million, $169 million, $219 million and $194 million, respectively.

NOTE 11

FAIR VALUE OF FINANCIAL INSTRUMENTS

The estimated fair values of financial instruments at December 31 are as follows:

	1995		1994	
	Carrying Amount	Fair Value	Carrying Amount	Fair Value
	(Thousands)			
Investments and special funds	$ 29,058	$ 29,058	$ 18,722	$ 18,722
Nuclear decommissioning trust funds	119,843	119,843	76,492	76,492
Sale of accounts receivable and unbilled revenues	-	-	200,000	200,000
Cumulative preferred stock	335,122	335,651	390,547	336,249
Long-term debt	3,875,308	4,115,228	3,844,510	3,511,459
Short-term borrowings	36,990	36,990	39,489	39,489
Customer surety deposits	9,885	9,885	10,870	10,870

The investments in debt and equity securities are classified as "available for sale." The following methods and assumptions were used to estimate the fair value of each class of financial instruments for which it is practicable to estimate that value:

OTHER INVESTMENTS - The carrying amount of other investments approximates fair value.

NUCLEAR DECOMMISSIONING TRUST FUNDS - The fair value of nuclear decommissioning trust funds is estimated based on quoted market prices for securities and carrying amount for the cash equivalents.

SALE OF ACCOUNTS RECEIVABLE AND UNBILLED REVENUES - The carrying amount approximates fair value because of the short maturity of accounts receivable and unbilled revenues pledged for sale.

CUMULATIVE PREFERRED STOCK, LONG-TERM DEBT - The fair value of Detroit Edison's preferred stock outstanding and long-term debt is estimated based on the quoted market prices where available. The fair values of all other long-term debt are estimated using discounted cash flow analysis. The discount rates used are the Company's incremental borrowing costs for similar types of securities.

SHORT-TERM BORROWINGS, CUSTOMER SURETY DEPOSITS - The carrying amount approximates fair value because of the short maturity of those instruments.

NOTE 12

COMMITMENTS AND CONTINGENCIES

COMMITMENTS - Detroit Edison has entered into purchase commitments of approximately $561 million at December 31, 1995, which includes, among other things, line construction and clearance costs and the costs of major turbine components to be replaced at Fermi 2. Detroit Edison also has entered into

substantial long-term fuel supply and transportation commitments.

Detroit Edison has an Energy Purchase Agreement ("Agreement") for the purchase of steam and electricity from the Detroit Resource Recovery Facility. Under the Agreement, Detroit Edison will purchase steam through the year 2008 and electricity through June 30, 2024. Purchases of steam and electricity were $28.2 million, $24.5 million and $23.6 million for 1995, 1994 and 1993, respectively, and annual purchase commitments are approximately $32.6 million, $35 million, $36.1 million, $37.3 million and $38.5 million for 1996, 1997, 1998, 1999 and 2000, respectively.

On October 25, 1995, the MPSC issued an order approving Detroit Edison's long-term capacity and energy purchase from Ontario Hydro. On November 27, 1995, the Michigan Attorney General filed an application for leave to appeal the order in the Michigan Court of Appeals. The purchase is for 300 MW, on a seasonal basis from mid-May through mid-September for the years 1996 through 2001. This purchase will offset a concomitant agreement to lease 312 MW, of Detroit Edison's 917 MW Ludington capacity entitlement, to the Toledo Edison Company for essentially the same time period. The net economic effect of the Ludington lease and the Ontario Hydro purchase will be to provide Detroit Edison's customers with an estimated reduction in PSCR expense of $74 million which will be passed through to customers through the PSCR clause.

56

CONTINGENCIES - LUDINGTON PUMPED STORAGE PLANT - In 1986, the Michigan Attorney General and the Michigan Natural Resources Commission filed a state lawsuit against Detroit Edison and Consumers as co-owners of Ludington for claimed aquatic losses. Detroit Edison is a 49% co-owner of Ludington. The suit, which alleges violations of the Michigan Environmental Protection Act and the common law for claimed aquatic losses, seeks past damages (including interest) of approximately $148 million and future damages (from the time of the filing of the lawsuit) in the amount of approximately $89,500 per day (of which 49% would be applicable to Detroit Edison).

In October 1994, Detroit Edison and all other parties to the state action except certain Indian tribes, reached a tentative settlement. On February 28, 1995, Detroit Edison and Consumers jointly submitted to FERC the Ludington Pumped Storage Project Settlement Agreement - FERC Offer of Settlement. In March 1995, the Circuit Court for Ingham County, Michigan entered an order adopting the settlement as final upon the receipt of regulatory approvals. On January 17, 1996, the FERC issued an order approving the settlement agreement. The settlement provides for damages and use of a barrier net around the plant intakes to protect fish. Also, the FERC order requires Detroit Edison and Consumers to examine new fish mortality abatement technologies, monitor local fish populations and create a scientific advisory team to review these matters. Detroit Edison is taking steps to implement the terms of the settlement and is waiving prior MPSC approval for the settlement to become effective. The net present value of Detroit Edison's portion of the settlement is estimated to be approximately $30 million which will be paid over a 24-year period, including $10 million to enhance recreational opportunities on Detroit Edison-owned and donated property. Detroit Edison has recorded a charge to other operation expense in the Consolidated Statement of Income in 1995 of $8.4 million for its share of the settlement through December 31, 1995.

CARTER INDUSTRIALS - In January 1989, the Environmental Protection Agency ("EPA") issued an administrative order under the Comprehensive Environmental Response, Compensation and Liability Act ordering Detroit Edison and 23 other potentially responsible parties to begin removal activities at the Carter Industrials superfund site. In June 1993, a Consent Decree was entered by the U.S. District Court for the Eastern District of Michigan. Clean-up of the Carter Industrials site began in 1995 and is expected to be completed in 1996. There is the possibility that EPA may, through subsequent proceedings, require an additional

clean-up of the sewer and sewer outfall emptying into the Detroit River. At December 1995, a remaining liability of $3.3 million is included in other deferred credits in the Consolidated Balance Sheet for completion of the Carter Industrials site clean-up costs in 1996 and the proposed clean-up of the sewer and sewer outfall.

OTHER - The Energy Policy Act became effective in October 1992. While Detroit Edison is unable to predict the ultimate impact of this legislation on its operations, Detroit Edison expects that, over time, non-utility generation resources will be developed which will result in greater competition for power sales. On March 29, 1995, the FERC issued a Notice of Proposed Rulemaking seeking comment on several proposals for encouraging more competitive electric power markets. The proposals address several fundamental issues facing the electric power industry including transmission open access, stranded costs, jurisdiction over transmission in interstate commerce including retail wheeling and over local distribution, real-time information networks and implementation of open access. Final rules are expected to be issued early in 1996. While Detroit Edison is unable to predict the ultimate impact of this rulemaking on its operations, Detroit Edison expects that it will result in substantially increased wholesale competition.

In addition to the matters reported herein, the Company and its subsidiaries are involved in litigation and environmental matters dealing with the numerous aspects of their business operations. The Company believes that such litigation and the matters discussed above will not have a material effect on its financial position or results of operations.

See Notes 2 and 3 for a discussion of contingencies related to Fermi 2.

NOTE 13

EMPLOYEE BENEFITS

RETIREMENT PLAN - Detroit Edison has a trusteed and non-contributory defined benefit retirement plan ("Plan") covering all eligible employees who have completed six months of service. The Plan provides retirement benefits based on the employee's years of benefit service, average final compensation and age at retirement. Detroit Edison's policy is to fund pension cost calculated under the projected unit credit actuarial cost method, provided that this amount is at least equal to the minimum funding requirement of the Employee Retirement Income Security Act of 1974, as amended, and is not greater than the maximum amount deductible for federal income tax purposes. Contributions were made to the Plan totaling $29.6 million, $45.8 million and $29.4 million for 1995, 1994 and 1993, respectively.

Net pension cost included the following components:

	1995	1994	1993
		(Thousands)	
Service cost - benefits earned during the period	$ 22,210	$ 25,146	$ 22,945
Interest cost on projected benefit obligation	78,592	75,922	74,490
Actual return on Plan assets	(164,144)	(3,272)	(119,037)
Net deferral and amortization:			
Deferral of net gain (loss) during current period	64,461	(90,069)	33,435
Amortization of unrecognized prior service cost	5,188	3,613	3,297
Amortization of unrecognized net asset resulting from initial application	(4,507)	(4,507)	(4,507)
Net pension cost	$ 1,800	$ 6,833	$ 10,623

Assumptions used in determining net pension cost are as follows:

	1995	1994	1993
Discount rate	8.0%	7.5%	8.0%
Annual increase in future compensation levels	4.5	4.5	5.0
Expected long-term rate of return on Plan assets	9.5	9.5	9.5

The following reconciles the funded status of the Plan to the amount recorded in the Consolidated Balance Sheet:

	December 31	
	1995	1994
	(Thousands)	
Plan assets at fair value, primarily equity and debt securities	$1,170,000	$1,054,048
Less actuarial present value of benefit obligation:		
Accumulated benefit obligation, including vested benefits of $966,765 and $852,374, respectively	991,248	872,530
Increase in future compensation levels	138,127	138,411
Projected benefit obligation	1,129,375	1,010,941
Plan assets in excess of projected benefit obligation	40,625	43,107
Unrecognized net asset resulting from initial application	(28,781)	(33,288)
Unrecognized net loss	21,288	3,856
Unrecognized prior service cost	48,733	40,391
Asset recorded in the Consolidated Balance Sheet	$ 81,865	$ 54,066

Assumptions used in determining the projected benefit obligation are as follows:

	December 31	
	1995	1994
Discount rate	7.5%	8.0%
Annual increase in future compensation levels	4.5	4.5

The unrecognized net asset at date of initial application is being amortized over approximately 15.4 years, which was the average remaining service period of employees at January 1, 1987.

In addition to the Plan, there are several supplemental non-qualified, non-contributory, retirement benefit plans for certain management employees.

LONG-TERM INCENTIVE COMPENSATION PLAN - The Company has adopted a long-term incentive plan ("Incentive Plan"). Under the Incentive Plan, certain key employees may be granted stock options, stock appreciation rights, restricted common stock, performance shares and performance units. In 1995, 66,500 shares of restricted common stock, valued at approximately $1.9 million, were granted to officers of Detroit Edison. Compensation cost of $571,000 in 1995 was recorded based on the award that was expected to vest and recognized over the period to which the related employee services were to be rendered. The shares for officers are restricted for a period of approximately one to four years and all shares are subject to forfeiture if specified performance measures are not met. There are no exercise prices related to these shares. During the applicable restriction period, the officer-recipient has all the voting, dividends and other rights of a record holder except that the shares are nontransferable, and non-cash distributions paid upon the shares would be subject to transfer restrictions and risk of forfeiture to the same extent as the shares themselves. All shares awarded pursuant to this program were purchased on the open market. Common stock granted under the Incentive Plan may not exceed 7.2 million shares. Performance units (which have a face amount of $1) granted under the Incentive Plan may not exceed 25 million in the aggregate. No stock options, stock appreciation rights, performance shares or performance units have been granted under this plan.

SAVINGS & INVESTMENT PLANS - Detroit Edison has contributory defined contribution plans qualified under Section 401 (a) and (k) of the Internal Revenue Code for all eligible employees. Matching contributions were $13.7 million, $12.5 million, $10.6 million for 1995, 1994 and 1993, respectively.

OTHER POSTRETIREMENT BENEFITS - Detroit Edison provides certain postretirement health care and life insurance benefits for retired employees. Substantially all of Detroit Edison's employees will become eligible for such benefits if they reach retirement age while working for Detroit Edison. These benefits are provided principally through insurance companies and other organizations.

Effective January 1, 1993, Detroit Edison adopted the provisions of SFAS No. 106, "Employers' Accounting for Postretirement Benefits Other Than Pensions." The standard required Detroit Edison to change its accounting for postretirement benefits from the pay-as-you-go (cash) basis to the accrual of such benefits during the active service periods of employees to the date they attain full eligibility for benefits. The transition obligation at the time of adoption is being amortized over 20 years. Detroit Edison's incremental cost upon adoption of the standard was $49 million for 1993 which is being deferred in accordance with the January 21, 1994 MPSC rate order. See Note 3. This amount is being amortized and recovered in rates over the estimated four-year period 1994-1997.

Net other postretirement benefits cost included the following components:

1995	1994	1993

	(Thousands)		
Service cost - benefits earned during the period	$ 17,295	$16,267	$15,312
Interest cost on accumulated postretirement benefit obligation	40,156	33,459	33,787
Actual return on assets	(17,793)	(208)	(18)
Deferral of net gain (loss) during current period	11,368	(833)	-
Amortization of unrecognized transition obligation	20,525	20,633	21,685
Net other postretirement benefits cost	$71,551	$69,318	$70,766

Assumptions used in determining net other postretirement benefits cost are as follows:

	1995	1994	1993
Discount rate	8.0%	7.5%	8.0%
Annual increase in future compensation levels	4.5	4.5	5.0
Expected long-term rate of return on assets	8.5	9.5	9.5

The following reconciles the funded status to the amount recorded in the Consolidated Balance Sheet:

	December 31	
	1995	1994
	(Thousands)	
Actuarial present value of benefit obligation:		
Retirees	$ 314,311	$ 256,370
Fully eligible active participants	69,281	67,581
Other active participants	168,335	140,710
Accumulated postretirement benefit obligation	551,927	464,661
Less assets at fair value, primarily equity and debt securities	133,147	58,080
Benefit obligation in excess of assets	418,780	406,581
Unrecognized transition obligation	(348,934)	(369,459)
Unrecognized net gain (loss)	(45,465)	21
Liability recorded as Other Non-Current Liabilities in the Consolidated Balance Sheet	$ 24,381	$ 37,143

Assumptions used in determining the accumulated benefit obligation are as follows:

	December 31	
	1995	1994
Discount rate	7.5%	8.0%
Annual increase in future compensation levels	4.5	4.5

Benefit costs were calculated assuming health care cost trend rates beginning at 11.8% for 1995 and decreasing to 6% in 2008 and thereafter for persons under age 65 and decreasing from 7.2% to 6% for persons age 65 and over. For 1996, health care cost trend rates are assumed to begin at 10.5% and 6.5%, respectively, with both rates decreasing to 5.5% in 2008 and thereafter. A one-percentage-point increase in health care cost trend rates would increase the aggregate of the service cost and interest cost components of benefit costs by $8 million for 1995 and increase the accumulated benefit obligation by $69 million at December 31, 1995.

NOTE 14

NEW ACCOUNTING STANDARD

In March 1995, the Financial Accounting Standards Board issued SFAS No. 121, "Accounting for the Impairment of Long-Lived Assets and for Long-Lived Assets to Be Disposed Of." This statement requires that long-lived assets be reviewed for impairment whenever events or changes in circumstances indicate that the carrying amount of an asset may not be recoverable.

The Company adopted SFAS No. 121 in the fourth quarter of 1995. As the result of continuing losses in the operation of its steam heating business, upon adoption of SFAS No. 121, Detroit Edison wrote off the remaining net book value of its steam heating plant assets. This resulted in a non-cash loss of $42 million ($32 million after-tax) or $0.22 per common share.

Based on current market conditions, the steam heating operations continue to generate losses. Therefore, Detroit Edison will continue to review its steam heating operations to determine what actions, if any, may be necessary.

The application of SFAS No. 121 to the electric plant and regulatory assets of Detroit Edison does not result in an impairment as of this time based on the existing MPSC and FERC regulations. However, this may change in the future as deregulation, competitive factors and restructuring take effect in the electric utility industry.

NOTE 15

SUPPLEMENTARY QUARTERLY FINANCIAL INFORMATION
(UNAUDITED)

	1995 Quarter Ended			
	Mar. 31	June 30	Sept. 30	Dec. 31
	(Thousands, except per share amounts)			
Operating Revenues	$880,274	$855,955	$1,032,289	$867,026
Operating Income	194,164	165,714	225,114	154,330
Net Income	106,083	84,152	141,412	74,267
Earnings Per Common Share	0.73	0.58	0.98	0.51

	1994 Quarter Ended			
	Mar. 31	June 30	Sept. 30	Dec. 31

	(Thousands, except per share amounts)			
Operating Revenues	$899,589	$872,690	$944,389	$802,673
Operating Income	189,319	161,832	200,298	167,946
Net Income	105,458	79,872	116,972	87,967
Earnings Per Common Share	0.72	0.54	0.80	0.61

The fourth quarter of 1995 includes the write-off of the remaining net book value of Detroit Edison's steam heating plant assets when the Company adopted SFAS No. 121. This resulted in a non-cash loss of $42 million ($32 million after-tax) or $0.22 per common share. See Note 14.

The fourth quarter of 1994 includes a decrease in operating revenues of $59 million, a decrease in operation expense of $65 million and a decrease in maintenance expense of $1 million related to a settlement agreement, with the parties intervening in the 1994 PSCR reconciliation case with the MPSC, for business interruption insurance proceeds associated with the December 25, 1993 outage at Fermi 2. See Note 2.

NOTE 16

SUBSEQUENT EVENTS (UNAUDITED)

On February 13, 1996, Detroit Edison issued $185 million of 7 5/8% Quarterly Income Debt Securities. See Note 10 for information on the right of Detroit Edison to defer payment of interest on the QUIDS and the related consequences. Also, Detroit Edison called for redemption all of the outstanding Cumulative Preferred Stock, 7.68% Series, 7.45% Series and 7.36% Series, totaling $185 million, at per share redemption prices of $101 plus accrued dividends. Such redemption will occur on March 21, 1996.

ITEM 9 - CHANGES IN AND DISAGREEMENTS WITH ACCOUNTANTS ON ACCOUNTING AND FINANCIAL DISCLOSURE.

The Board of Directors, upon the recommendation of the Board's Audit Committee, appointed Deloitte & Touche LLP as independent accountants for the year 1995. The appointment was ratified by the Common Stock Shareholders at the Annual Meeting of Common Stock Shareholders held on April 24, 1995. Deloitte & Touche LLP's report on the financial statements for the year ending December 31, 1995 did not contain an adverse opinion or a disclaimer of opinion, nor was it qualified or modified as to uncertainty, audit scope or accounting principles.

In prior years, Price Waterhouse LLP served as independent accountants of the Company. During the Company's two fiscal years ending December 31, 1994, there were no disagreements with Price Waterhouse LLP on any matter of accounting principles or practices, financial statement disclosure, or auditing scope or procedure, which, if not resolved to its satisfaction, would have caused Price Waterhouse LLP to make reference thereto in their report on the financial statements for such years. None of Price Waterhouse LLP's reports on the financial statements for the years ended December 31, 1994 and 1993 contained an adverse opinion or a disclaimer of opinion, or was qualified or modified as to uncertainty, audit scope or accounting principles.

PART III

ITEM 10 - DIRECTORS AND EXECUTIVE OFFICERS OF THE REGISTRANT.

Information regarding the Company's executive officers is incorporated

herein by reference to Items 1 and 2 - Business and Properties, "Employees and Executive Officers" on pages 23-24 hereof; information regarding compliance with section 16(a) of the Securities Exchange Act of 1934 is incorporated herein by reference to the data under the heading "Compliance with Section 16(a) of the Securities Exchange Act of 1934" on page 21 of the Company's definitive proxy statement dated March 15, 1996, in connection with its Annual Meeting of Shareholders to be held on April 22, 1996; and information regarding directors is incorporated herein by reference to the data under the heading "The Election of Directors" on pages 1-5 of the Company's definitive proxy statement dated March 15, 1996, in connection with its Annual Meeting of Shareholders to be held on April 22, 1996.

ITEM 11 - EXECUTIVE COMPENSATION.

Information regarding "Executive Compensation" is incorporated herein by reference to the data under the heading "Board Compensation Committee Report on Executive Compensation" on pages 8-15 of the Company's definitive proxy statement dated March 15, 1996, in connection with its Annual Meeting of Shareholders to be held on April 22, 1996.

ITEM 12 - SECURITY OWNERSHIP OF CERTAIN BENEFICIAL OWNERS AND MANAGEMENT.

Information regarding ownership of equity securities is incorporated herein by reference to the heading "Security Ownership of Management" on page 6 of the Company's definitive proxy statement dated March 15, 1996, in connection with its Annual Meeting of Shareholders to be held on April 22, 1996.

ITEM 13 - CERTAIN RELATIONSHIPS AND RELATED TRANSACTIONS.

Information regarding certain relationships and related transactions is incorporated herein by reference to the heading "Compensation Committee Interlocks and Insider Participation" on page 15 of the Company's definitive proxy statement dated March 15, 1996, in connection with its Annual Meeting of Shareholders to be held on April 22, 1996.

ANNUAL REPORT ON FORM 10-K FOR THE DETROIT EDISON COMPANY
PART I

ITEMS 1 AND 2 - BUSINESS AND PROPERTIES.

See the Company's "Items 1 and 2 - Business and Properties" (other than the paragraphs under the headings "Non-Regulated Operations" and "Executive Officers"), which is incorporated herein by this reference.

EXECUTIVE OFFICERS.

NAME	AGE(a)	PRESENT POSITION	PRESENT POSITION HELD SINCE
John E. Lobbia	54	Chairman of the Board and Chief Executive Officer	5- 1-90
Anthony F. Earley, Jr. ..	46	President and Chief Operating Officer	3- 1-94
Larry G. Garberding	57	Executive Vice President and Chief Financial Officer	8- 1-90
Frank E. Agosti	59	Senior Vice President-Power Supply	2- 1-90
Robert J. Buckler	46	Senior Vice President-Energy Marketing and Distribution	12- 1-92
Douglas R. Gipson	48	Senior Vice President-Nuclear Generation	4- 1-93
Gerard M. Anderson	37	Vice President for Non-Utility Business Ventures	12- 1-93

Susan M. Beale	47	Vice President and Corporate Secretary	3-27-95
Michael E. Champley	47	Vice President-Bulk Energy Sourcing and Marketing	2- 1-96
Haven E. Cockerham	48	Vice President-Human Resources	6- 1-94
Ronald W. Gresens	62	Vice President and Controller	5- 1-87
Leslie L. Loomans	52	Vice President and Treasurer	10 -1-89
Christopher C. Nern	51	Vice President and General Counsel	6- 1-93
S. Martin Taylor	55	Vice President-Corporate and Public Affairs	11-28-94

(a) As of March 1, 1996

Under Detroit Edison By-Laws, the officers of Detroit Edison are elected annually by the Board of Directors at a meeting held for such purpose, each to serve until the next annual meeting of shareholders or until their respective successors are chosen and qualified. With the exception of Messrs. Anderson, Cockerham and Earley, all of the above officers have been employed by Detroit Edison in one or more management capacities during the past five years.

Gerard M. Anderson was a senior engagement manager at McKinsey & Company, Inc., a management consulting firm, from 1988 to 1993. Effective December 1, 1993, he was elected Vice President of Detroit Edison.

Haven E. Cockerham, from 1991 until 1994, was president of Cockerham, McCain & Associates, Inc., a management, business development and human resources consulting firm in Columbia, South Carolina. From 1989 to 1991, Mr. Cockerham owned Cockerham Chevrolet-Oldsmobile, an automobile dealership in Newberry, South Carolina. Prior to 1989, Mr. Cockerham was employed by General Motors in various executive positions in the human resources area. Effective June 1, 1994, he was elected Vice President-Human Resources.

Anthony F. Earley, Jr., from 1989 to 1994, was President and Chief Operating Officer of Long Island Lighting Company ("LILCO"), an electric and gas utility company serving Long Island, New York. He previously served in various executive capacities at LILCO from 1985 to 1989. Effective March 1, 1994, he was elected President and Chief Operating Officer and a member of the Board of Directors of Detroit Edison.

ITEM 3 - LEGAL PROCEEDINGS.

See the Company's "Item 3 - Legal Proceedings," which is incorporated herein by this reference.

ITEM 4 -SUBMISSION OF MATTERS TO A VOTE OF SECURITY HOLDERS.

Not applicable.

PART II

ITEM 5 - MARKET FOR REGISTRANT'S COMMON EQUITY AND RELATED STOCKHOLDER MATTERS.

See the Company's "Item 5 - Market for Registrant's Common Equity and Related Stockholder Matters," which is incorporated herein by this reference. Detroit Edison's By-Laws contain this same provision with respect to the Michigan Business Corporation Act. All of Detroit Edison's Common Stock is held by the Company. The level of dividends paid by Detroit Edison to the Company is periodically reviewed by Detroit Edison's Board of Directors.

ITEM 6 - SELECTED FINANCIAL DATA.

	Year Ended December 31				
	1995	1994	1993	1992	1991
	(Thousands)				
Operating Revenues	$ 3,635,544	$ 3,519,341	$ 3,555,211	$ 3,558,143	$ 3,591,537
Net Income	$ 433,651	$ 419,909	$ 521,903	$ 588,047	$ 568,037
Net Income Available for Common Stock	$ 405,914	$ 390,269	$ 491,066	$ 557,549	$ 535,205
At year end:					
Total Assets	$11,130,591	$10,992,978	$11,134,879	$10,309,061	$10,463,624
Long-Term Debt Obligations (including capital leases) and Redeemable Preferred and Preference Stock Outstanding	$ 4,004,247	$ 3,979,763	$ 4,007,622	$ 4,525,504	$ 4,900,020

ITEM 7 - MANAGEMENT'S DISCUSSION AND ANALYSIS OF FINANCIAL CONDITION AND RESULTS OF OPERATIONS.

See the Company's and Detroit Edison's "Item 7 - Management's Discussion and Analysis of Financial Condition and Results of Operations," which is incorporated herein by this reference to Part II - Item 7 of the Company.

ITEM 8 - FINANCIAL STATEMENTS AND SUPPLEMENTARY DATA.

See pages 33 through 57.

ITEM 9 - CHANGES IN AND DISAGREEMENTS WITH ACCOUNTANTS ON ACCOUNTING AND FINANCIAL DISCLOSURE.

See the Company's "Item 9 - Changes in and Disagreements with Accountants on Accounting and Financial Disclosure," which is incorporated herein by this reference.

PART III

ITEM 10 - DIRECTORS AND EXECUTIVE OFFICERS OF THE REGISTRANT.

Information regarding Detroit Edison's executive officers is incorporated herein by reference to "Items 1 and 2 - Business and Properties, Executive Officers." Detroit Edison's directors are the same as the Company's directors. Information regarding directors is incorporated herein by reference to the data under the heading "The Election of Directors" on pages 1-5 of the Company's definitive proxy statement dated March 15, 1996, in connection with its Annual Meeting of Shareholders to be held on April 22, 1996.

ITEM 11 - EXECUTIVE COMPENSATION.

Information regarding "Executive Compensation" is incorporated herein by reference to the data under the heading "Board Compensation Committee Report on Executive Compensation" on pages 8-15 of the Company's definitive proxy statement dated March 15, 1996, in connection with its Annual Meeting of Shareholders to be held on April 22, 1996.

ITEM 12 - SECURITY OWNERSHIP OF CERTAIN BENEFICIAL OWNERS AND MANAGEMENT.

Information regarding ownership of equity securities is incorporated herein by reference to the heading "Security Ownership of Management" on page 6 of the Company's definitive proxy statement dated March 15, 1996, in connection with its Annual Meeting of Shareholders to be held on April 22, 1996.

ITEM 13 - CERTAIN RELATIONSHIPS AND RELATED TRANSACTIONS.

Information regarding certain relationships and related transactions is incorporated herein by reference to the heading "Compensation Committee Interlocks and Insider Participation" on page 15 of the Company's definitive proxy statement dated March 15, 1996, in connection with its Annual Meeting of Shareholders to be held on April 22, 1996.

ANNUAL REPORTS ON FORM 10-K FOR DTE ENERGY COMPANY
AND THE DETROIT EDISON COMPANY

PART IV

ITEM 14 - EXHIBITS, FINANCIAL STATEMENT SCHEDULES AND REPORTS ON FORM 8-K.

(a) The following documents are filed as a part of this Annual Report on Form 10-K.

(1) Consolidated financial statements. See "Item 8 - Financial Statements and Supplementary Data" on page 33.

(2) Financial statement schedules. See "Item 8 - Financial Statements and Supplementary Data" on page 33.

(3) Exhibits (*Denotes management contract or compensatory plan or arrangement required to be filed as an exhibit to this report pursuant to Item 14 (c) of this report).

(i) Exhibits filed herewith.

Exhibit Number	
3-3	- Amended and Restated By-Laws, dated as of February 26, 1996, of DTE Energy Company.
3-4	- Amended and Restated By-Laws, dated as of February 26, 1996, of The Detroit Edison Company.
4-14	- Fifth Supplemental Note Indenture, dated as of February 1, 1996.
4-15	- Supplemental Indenture, dated as of April 1, 1991, establishing the 1991 Series AP Mortgage Bonds.
*10-1	- Detroit Edison 1996 Shareholder Value Improvement Plan - A.
*10-2	- Detroit Edison Key Employee Deferred Compensation Plan (January 1990).
*10-3	- Detroit Edison Long-Term Incentive Plan.

65

Exhibit Number

11-2 - DTE Energy Company and Subsidiary Companies Primary and Fully Diluted Earnings Per Share of Common Stock.

12-2 - The Detroit Edison Company and Subsidiary Companies Computation of Ratio of Earnings to Fixed Charges.

12-3 - The Detroit Edison Company and Subsidiary Companies Computation of Ratio of Earnings to Fixed Charges and Preferred and Preference Stock Dividends.

16-1 - Letter regarding change in certifying accountant.

23-7 - Consent of Deloitte & Touche LLP.

23-8 - Consent of Price Waterhouse LLP.

27-1 - Financial Data Schedule for the period ended December 31, 1995 for DTE Energy Company and Subsidiary Companies.

27-2 - Financial Data Schedule for the period ended December 31, 1995 for The Detroit Edison Company and Subsidiary Companies.

99-1 - The Detroit Edison Company Irrevocable Grantor Trust for The Detroit Edison Company Savings Reparation Plan.

99-2 - The Detroit Edison Company Irrevocable Grantor Trust for The Detroit Edison Company Retirement Reparation Plan.

99-3 - The Detroit Edison Company Irrevocable Grantor Trust for The Detroit Edison Company Management Supplemental Benefit Plan.

99-4 - The Detroit Edison Company Irrevocable Grantor Trust for The Detroit Edison Company Benefit Equalization Plan.

99-5 - The Detroit Edison Company Irrevocable Grantor Trust for The Detroit Edison Company Plan for Deferring the Payment of Directors' Fees.

66

Exhibit Number

99-6 - The Detroit Edison Company Irrevocable Grantor Trust for The DTE Energy Company Retirement Plan for Non-Employee Directors.

99-7 - DTE Energy Company Irrevocable Grantor Trust for The DTE Energy Company Plan for Deferring the Payment of Directors' Fees.

99-8 - DTE Energy Company Irrevocable Grantor Trust for The DTE Energy Company Retirement Plan for Non-Employee Directors.

(ii) Exhibits incorporated herein by reference.

3(a) - Restated Articles of Incorporation of Detroit Edison, as filed December 10, 1991 with the State of Michigan, Department of Commerce - Corporation and Securities Bureau (Exhibit 4-117 to Form 10-Q for quarter ended March 31, 1993).

3(b) - Certificate containing resolution of the Detroit Edison Board of Directors establishing the Cumulative Preferred Stock, 7.75% Series as filed February 22, 1993 with the State of Michigan, Department of Commerce - Corporation and Securities Bureau (Exhibit 4-134 to Form 10-Q for quarter ended March 31, 1993).

3(c) - Certificate containing resolution of the Detroit Edison Board of Directors establishing the Cumulative Preferred Stock, 7.74% Series, as filed April 21, 1993 with the State of Michigan, Department of Commerce - Corporation and Securities Bureau (Exhibit 4-140 to Form 10-Q for quarter ended March 31, 1993).

3(d) - Amended and Restated Articles of Incorporation of DTE Energy Company, dated December 13, 1995 (Exhibit 3A (3.1) to DTE Energy Form 8-B filed January 2, 1996, File No. 1-11607).

3(e) - Agreement and Plan of Exchange (Exhibit 1(2) to DTE Energy Form 8-B filed January 2, 1996, File No. 1-11607).

Exhibit Number

4(a) - Mortgage and Deed of Trust, dated as of October 1, 1924, between Detroit Edison (File No. 1-2198) and Bankers Trust Company as Trustee (Exhibit B-1 to Registration No. 2-1630) and indentures supplemental thereto, dated as of dates indicated below, and filed as exhibits to the filings as set forth below:

September 1, 1947	Exhibit B-20 to Registration No. 2-7136
October 1, 1968	Exhibit 2-B-33 to Registration No. 2-30096
November 15, 1971	Exhibit 2-B-38 to Registration No. 2-42160
January 15, 1973	Exhibit 2-B-39 to Registration No. 2-46595
June 1, 1978	Exhibit 2-B-51 to Registration No. 2-61643
June 30, 1982	Exhibit 4-30 to Registration No. 2-78941
August 15, 1982	Exhibit 4-32 to Registration No. 2-79674
October 15, 1985	Exhibit 4-170 to Form 10-K for year ended December 31, 1994
November 30, 1987	Exhibit 4-139 to Form 10-K for year ended December 31, 1992
July 15, 1989	Exhibit 4-171 to Form 10-K for year ended December 31, 1994
December 1, 1989	Exhibit 4-172 to Form 10-K for year ended December 31, 1994
February 15, 1990	Exhibit 4-173 to Form 10-K for year ended December 31, 1994

November 1, 1990	Exhibit 4-110 to Form 10-K for year ended December 31, 1990
May 1, 1991	Exhibit 4-112 to Form 10-Q for quarter ended June 30, 1991
May 15, 1991	Exhibit 4-113 to Form 10-Q for quarter ended June 30, 1991
September 1, 1991	Exhibit 4-116 to Form 10-Q for quarter ended September 30, 1991
November 1, 1991	Exhibit 4-119 to Form 10-K for year ended December 31, 1991

Exhibit Number	
January 15, 1992	Exhibit 4-120 to Form 10-K for year ended December 31, 1991
February 29, 1992	Exhibit 4-121 to Form 10-Q for quarter ended March 31, 1992
April 15, 1992	Exhibit 4-122 to Form 10-Q for quarter ended June 30, 1992
July 15, 1992	Exhibit 4-123 to Form 10-Q for quarter ended September 30, 1992
July 31, 1992	Exhibit 4-124 to Form 10-Q for quarter ended September 30, 1992
November 30, 1992	Exhibit 4-130 to Registration No. 33-56496
January 1, 1993	Exhibit 4-131 to Registration No. 33-56496
March 1, 1993	Exhibit 4-141 to Form 10-Q for quarter ended March 31, 1993
March 15, 1993	Exhibit 4-142 to Form 10-Q for quarter ended March 31, 1993
April 1, 1993	Exhibit 4-143 to Form 10-Q for quarter ended March 31, 1993
April 26, 1993	Exhibit 4-144 to Form 10-Q for quarter ended March 31, 1993
May 31, 1993	Exhibit 4-148 to Registration No. 33-64296
June 30, 1993	Exhibit 4-149 to Form 10-Q for quarter ended June 30, 1993 (1993 Series AP)
June 30, 1993	Exhibit 4-150 to Form 10-Q for quarter ended June 30, 1993 (1993 Series H)
September 15, 1993	Exhibit 4-158 to Form 10-Q for quarter ended September 30, 1993.
March 1, 1994	Exhibit 4-163 to Registration No. 33-53207.
June 15, 1994	Exhibit 4-166 to Form 10-Q for quarter ended June 30, 1994.
August 15, 1994	Exhibit 4-168 to Form 10-Q for quarter ended September 30, 1994.
December 1, 1994	Exhibit 4-169 to Form 10-K for year ended December 31, 1994.
August 1, 1995	Exhibit 4-174 to Form 10-Q for quarter ended September 30, 1995.

Exhibit Number	
4(b)	Collateral Trust Indenture (notes), dated as of June 30, 1993 (Exhibit 4-152 to Registration No. 33-50325).
4(c)	First Supplemental Note Indenture, dated as of June 30, 1993 (Exhibit 4-153 to Registration No. 33-50325).
4(d)	Second Supplemental Note Indenture, dated as of September 15, 1993 (Exhibit 4-159 to Form 10-Q for quarter ended September 30, 1993).
4(e)	Third Supplemental Note Indenture, dated as of August 15, 1994 (Exhibit 4-169 to Form 10-Q for quarter ended September 30, 1994).
4(f)	First Amendment, dated as of December 12, 1995, to Third Supplemental Note Indenture, dated as of August 15, 1994 (Exhibit 4-12 to Registration No. 333-00023).
4(g)	Fourth Supplemental Note Indenture, dated as of August 15, 1995 (Exhibit 4-175 to Detroit Edison Form 10-Q for quarter ended September 30, 1995).
4(h)	Fifth Supplemental Indenture, dated as of February 1, 1996 (Exhibit 4-1 to Detroit Edison Form 8-A dated March 11, 1996).
4(i)	Standby Note Purchase Credit Facility, dated as of August 17, 1994, among The Detroit Edison Company, Barclays Bank PLC, as Bank and Administrative Agent, Bank of America, The Bank of New York, The Fuji Bank Limited, The Long-Term Credit Bank of Japan, LTD, Union Bank and Citicorp Securities, Inc. and First Chicago Capital Markets, Inc. as Remarketing Agents (Exhibit 99-18 to Form 10-Q for quarter ended September 30, 1994).

Exhibit Number	
*10(a)	Form of 1995 Indemnification Agreement between the Registrant and (1) Terence E. Adderley, (2) Lillian Bauder, (3) David Bing, (4) Anthony F. Earley, Jr., (5) Larry G. Garberding, (6) Allan D. Gilmour, (7) Theodore S. Leipprandt, (8) John E. Lobbia, (9) Patricia S. Longe, (10) Eugene A. Miller, (11) Dean E. Richardson, (12) Alan E. Schwartz, (13) William Wegner, (14) Christopher C. Arvani, (15) Susan M. Beale, (16) Elaine M. Godfrey, (17) Ronald J. Giaier, (18) Ronald W. Gresens, (19) Thomas A. Hughes, (20) Frederick S. Karwacki, (21) Leslie L. Loomans, (22) Peter A. Marquardt, (23) Christopher C. Nern, and (24) Albert J. Tack (Exhibit 3L (10-1) to DTE Energy Company Form 8-B dated January 2, 1996).
*10(b)	Form of Indemnification Agreement between The Detroit Edison Company ("Detroit Edison") and (1) Frank E. Agosti, (2) Gerard M. Anderson, (3) Robert J. Buckler, (4) Ronald W. Gresens, (5)

Leslie L. Loomans, (6) S. Martin Taylor, (7) Susan M. Beale, (8) Frederick S. Karwacki, (9) Douglas R. Gipson, (10) Thomas A. Hughes, (11) Christopher C. Nern, (12) Elaine M. Godfrey, (13) Christopher C. Arvani, (14) Michael E. Champley, (15) Haven E. Cockerham, (16) Ronald J. Giaier, (17) Peter A. Marquardt, and (18) Albert J. Tack (Exhibit 10-41 to Detroit Edison's Form 10-Q for quarter ended June 30, 1993).

*10(c) - The Detroit Edison Company Shareholder Value Improvement Plan - A, as amended and restated effective January 1, 1996 (Exhibit 3L (10-3) to DTE Energy Form 8-B dated January 2, 1996).

*10(d) - Certain arrangements pertaining to the employment of S. Martin Taylor (Exhibit 10-38 to Detroit Edison's Form 10-K for year ended December 31, 1992).

*10(e) - Certain arrangements pertaining to the employment of Anthony F. Earley, Jr. (Exhibit 10-53 to Detroit Edison's Form 10-Q for quarter ended March 31, 1994).

*10(f) - Third Restatement of The Detroit Edison Company Savings Reparation Plan, effective as of January 1, 1996 (Exhibit 3L (10-6) to DTE Energy Form 8-B dated January 2, 1996).

Exhibit
Number
----

*10(g) - Certain arrangements pertaining to the employment of Haven E. Cockerham (Exhibit 10-55 to Detroit Edison's Form 10-Q for quarter ended September 30, 1994).

*10(h) - Third Restatement of the Retirement Reparation Plan for Certain Employees of Detroit Edison, effective as of January 1, 1996 (Exhibit 3L (10-9) to DTE Energy Form 8-B dated January 2, 1996).

*10(i) - Third Restatement of the Benefit Equalization Plan for Certain Employees of Detroit Edison, effective as of January 1, 1996 (Exhibit 3L (10-10) to DTE Energy Form 8-B dated January 2, 1996).

*10(j) - Certain arrangements pertaining to the employment of Larry G. Garberding (Exhibit 28-52 to Detroit Edison's Form 10-Q for quarter ended June 30, 1990).

*10(k) - Form of Indemnification Agreement, between Detroit Edison and (1) John E. Lobbia, (2) Larry G. Garberding and (3) Anthony F. Earley, Jr. (Exhibit 19-7 to Detroit Edison's Form 10-Q for quarter ended March 31, 1992).

*10(l) - Form of Indemnification Agreement between Detroit Edison and (1) Terence E. Adderley, (2) Lillian Bauder, (3) David Bing, (4) Alan E. Schwartz , (5) William Wegner, (6) Theodore S. Leipprandt, (7) Patricia S. Longe, (8) Eugene A. Miller, (9) Dean E. Richardson, and (10) Alan D. Gilmour (Exhibit 19-8 to Detroit Edison's Form 10-Q for quarter ended March 31, 1992).

*10(m) - Supplemental Long Term Disability Plan, dated November 5, 1991 (Exhibit 10-32 to Detroit Edison's Form 10-K for year ended December 31, 1991).

*10(n) - Executive Vehicle Program, dated October 1, 1993 (Exhibit 10-47

to Detroit Edison's Form 10-Q for quarter ended September 30, 1993).

*10(o) - Amendment No. 1 to Executive Vehicle Plan, November 1993 (Exhibit 10-58 to Detroit Edison's Form 10-K for year ended December 31, 1993).

Exhibit
Number

*10(p) - Certain arrangements pertaining to the employment of Gerard M. Anderson (Exhibit 10-40 to Detroit Edison's Form 10-K for year ended December 31, 1993).

*10(q) - Third Restatement of The Detroit Edison Company Management Supplemental Benefit Plan, effective as of January 1, 1996 (Exhibit 3L (10-18) to DTE Energy Form 8-B dated January 2, 1996).

*10(r) - Third Restatement of The Detroit Edison Company Plan for Deferring the Payment of Directors' Fees (January 1, 1996) (Exhibit 3L (10-19) to DTE Energy Form 8-B dated January 2, 1996).

*10(s) - DTE Energy Company Retirement Plan for Non-Employee Directors (January 1, 1996) (Exhibit 3L (10-20) to DTE Energy Form 8-B dated January 2, 1996).

*10(t) - DTE Energy Company Plan for Deferring the Payment of Directors' Fees (January 1, 1996) (Exhibit 3L (10-21) to DTE Energy Form 8-B dated January 2, 1996).

21(a) - Subsidiaries of DTE Energy and Detroit Edison (Exhibit 3M (21) to DTE Energy Form 8-B dated January 2, 1996).

99(a) - Belle River Participation Agreement between Detroit Edison and Michigan Public Power Agency, dated as of December 1, 1982 (Exhibit 28-5 to Registration No. 2-81501).

99(b) - Belle River Transmission Ownership and Operating Agreement between Detroit Edison and Michigan Public Power Agency, dated as of December 1, 1982 (Exhibit 28-6 to Registration No. 2-81501.)

99(c) - 1988 Amended and Restated Loan Agreement, dated as of October 4, 1988, between Renaissance Energy Company (an unaffiliated company) ("Renaissance") and Detroit Edison (Exhibit 99-6 to Registration No. 33-50325).

Exhibit
Number

99(d) - First Amendment to 1988 Amended and Restated Loan Agreement, dated as of February 1, 1990, between Detroit Edison and Renaissance (Exhibit 99-7 to Registration No. 33-50325).

99(e) - Second Amendment to 1988 Amended and Restated Loan Agreement, dated as of September 1, 1993, between Detroit Edison and Renaissance (Exhibit 99-8 to Registration No. 33-50325).

99(f) - Third Amendment, dated as of August 31, 1994, to 1988 Amended and Restated Nuclear Fuel Heat Purchase Contract, dated October 4, 1988, between The Detroit Edison Company and Renaissance Energy Company (Exhibit 99-21 to Form 10-Q for quarter ended September 30, 1994).

99(g) - $200,000,000 364-Day Credit Agreement, dated as of September 1, 1993, among Detroit Edison, Renaissance and Barclays Bank PLC, New York Branch, as Agent (Exhibit 99-12 to Registration No. 33-50325).

99(h) - First Amendment, dated as of August 31, 1994, to $200,000,000 364-Day Credit Agreement, dated September 1, 1993, among The Detroit Edison Company, Renaissance Energy Company, the Banks party thereto and Barclays Bank, PLC, New York Branch, as Agent (Exhibit 99-19 to Form 10-Q for quarter ended September 30, 1994).

99(i) - $200,000,000 Three-Year Credit Agreement, dated September 1, 1993, among Detroit Edison, Renaissance and Barclays Bank PLC, New York Branch, as Agent (Exhibit 99-13 to Registration No. 33-50325).

99(j) - 1988 Amended and Restated Nuclear Fuel Heat Purchase Contract, dated October 4, 1988, between Detroit Edison and Renaissance (Exhibit 99-9 to Registration No. 33-50325).

Exhibit
Number

99(k) - First Amendment to 1988 Amended and Restated Nuclear Fuel Heat Purchase Contract, dated as of February 1, 1990, between Detroit Edison and Renaissance (Exhibit 99-10 to Registration No. 33-50325).

99(l) - Second Amendment, dated as of September 1, 1993, to 1988 Amended and Restated Nuclear Fuel Heat Purchase Contract between Detroit Edison and Renaissance (Exhibit 99-11 to Registration No. 33-50325).

99(m) - First Amendment, dated as of September 1, 1994, to $200,000,000 Three-Year Credit Agreement, dated as of September 1, 1993, among The Detroit Edison Company, Renaissance Energy Company, the Banks party thereto and Barclays Bank, PLC, New York Branch, as Agent (Exhibit 99-20 to Form 10-Q for quarter ended September 30, 1994).

99(n) - Master Trust Agreement ("Master Trust"), dated as of June 30, 1994, between Detroit Edison and Fidelity Management Trust Company relating to the Savings & Investment Plans (Exhibit 4-167 to Form 10-Q for quarter ended June 30, 1994).

99(o) - First Amendment, effective as of February 1, 1995, to Master Trust.

99(p) - Second Amendment, effective as of February 1, 1995 to Master Trust.

99(q) - Third Amendment, effective January 1, 1996, to Master Trust.

(b) Registrants did not file any reports on Form 8-K during the fourth quarter of 1995.

(c) *Denotes management contract or compensatory plan or arrangement required to be filed as an exhibit to this report.

DTE ENERGY COMPANY, THE DETROIT EDISON COMPANY AND SUBSIDIARY COMPANIES

SCHEDULE II - VALUATION AND QUALIFYING ACCOUNTS

Description	Balance at Beginning of Period	Additions: Charged to Costs and Expenses	Additions: Charged to Other Accounts(a)	Deductions(b)	Balance at End of Period
		(Thousands)			
YEAR 1995 Allowance for uncollectible accounts (shown as deduction from accounts receivable in balance sheet)	$30,000	$4,849	$3,253	$(16,102)	$22,000
YEAR 1994 Allowance for uncollectible accounts (shown as deduction from accounts receivable in balance sheet)	$34,000	$11,585	$3,246	$(18,831)	$30,000
YEAR 1993 Allowance for uncollectible accounts (shown as deduction from accounts receivable in balance sheet)	$32,000	$21,953	$2,752	$(22,705)	$34,000

(a) Collection of accounts previously written off.

(b) Uncollectible accounts written off.

SIGNATURES

Pursuant to the requirements of Section 13 or 15(d) of the Securities Exchange Act of 1934, the registrant has duly caused this report to be signed on its behalf by the undersigned, thereunto duly authorized.

DTE ENERGY COMPANY

(Registrant)

By /s/ JOHN E. LOBBIA	By /s/ LARRY G. GARBERDING
John E. Lobbia Chairman of the Board, Chief Executive Officer and Director	Larry G. Garberding Executive Vice President, Chief Financial Officer and Director
By /s/ ANTHONY F. EARLEY, JR.	By /s/ RONALD W. GRESENS
Anthony F. Earley, Jr. President, Chief Operating Officer and Director	Ronald W. Gresens Vice President and Controller
By /s/ TERENCE E. ADDERLEY	By /s/ PATRICIA S. LONGE
Terence E. Adderley, Director	Patricia S. Longe, Director
By /s/ LILLIAN BAUDER	By /s/ EUGENE A. MILLER
Lillian Bauder, Director	Eugene A. Miller, Director
By /s/ DAVID BING	By /s/ DEAN E. RICHARDSON
David Bing, Director	Dean E. Richardson, Director
By /s/ ALLAN D. GILMOUR	By /s/ ALAN E. SCHWARTZ
Allan D. Gilmour, Director	Alan E. Schwartz, Director
By /s/ THEODORE S. LEIPPRANDT	By /s/ WILLIAM WEGNER
Theodore S. Leipprandt, Director	William Wegner, Director

Date: March 25, 1996

SIGNATURES

Pursuant to the requirements of Section 13 or 15(d) of the Securities Exchange Act of 1934, the registrant has duly caused this report to be signed on its behalf by the undersigned, thereunto duly authorized.

THE DETROIT EDISON COMPANY
(Registrant)

By	/s/ JOHN E. LOBBIA	By	/s/ LARRY G. GARBERDING
	John E. Lobbia Chairman of the Board, Chief Executive Officer and Director		Larry G. Garberding Executive Vice President, Chief Financial Officer and Director
By	/s/ ANTHONY F. EARLEY, JR.	By	/s/ RONALD W. GRESENS
	Anthony F. Earley, Jr. President, Chief Operating Officer and Director		Ronald W. Gresens Vice President and Controller
By	/s/ TERENCE E. ADDERLEY	By	/s/ PATRICIA S. LONGE
	Terence E. Adderley, Director		Patricia S. Longe, Director
By	/s/ LILLIAN BAUDER	By	/s/ EUGENE A. MILLER
	Lillian Bauder, Director		Eugene A. Miller, Director
By	/s/ DAVID BING	By	/s/ DEAN E. RICHARDSON
	David Bing, Director		Dean E. Richardson, Director
By	/s/ ALLAN D. GILMOUR	By	/s/ ALAN E. SCHWARTZ
	Allan D. Gilmour, Director		Alan E. Schwartz, Director
By	/s/ THEODORE S. LEIPPRANDT	By	/s/ WILLIAM WEGNER
	Theodore S. Leipprandt, Director		William Wegner, Director

Date: March 25, 1996

ANNUAL REPORTS ON FORM 10-K FOR DTE ENERGY COMPANY
AND THE DETROIT EDISON COMPANY

File Nos. 1-11607
1-2198

EXHIBIT INDEX

Exhibit Number		Page Number
	Exhibits filed herewith.	
3-3	- Amended and Restated By-Laws, dated as of February 26, 1996, of DTE Energy Company.	
3-4	- Amended and Restated By-Laws, dated as of February 26, 1996, of The Detroit Edison Company.	
4-14	- Fifth Supplemental Note Indenture, dated as of February 1, 1996.	
4-15	- Supplemental Indenture, dated as of April 1, 1991, establishing the 1991 Series AP Mortgage Bonds.	
*10-1	- Detroit Edison 1996 Shareholder Value	

Improvement Plan - A.

*10-2 - Detroit Edison Key Employee Deferred Compensation Plan (January 1990).

*10-3 - Detroit Edison Long-Term Incentive Plan.

Exhibit Number		Page Number
11-2	DTE Energy Company and Subsidiary Companies Primary and Fully Diluted Earnings Per Share of Common Stock.	
12-2	The Detroit Edison Company and Subsidiary Companies Computation of Ratio of Earnings to Fixed Charges.	
12-3	The Detroit Edison Company and Subsidiary Companies Computation of Ratio of Earnings to Fixed Charges and Preferred and Preference Stock Dividends.	
16-1	Letter regarding change in certifying accountant.	
23-7	Consent of Deloitte & Touche LLP.	
23-8	Consent of Price Waterhouse LLP.	
27-1	Financial Data Schedule for the period ended December 31, 1995 for DTE Energy Company and Subsidiary Companies.	
27-2	Financial Data Schedule for the period ended December 31, 1995 for The Detroit Edison Company and Subsidiary Companies.	
99-1	The Detroit Edison Company Irrevocable Grantor Trust for The Detroit Edison Company Savings Reparation Plan.	
99-2	The Detroit Edison Company Irrevocable Grantor Trust for The Detroit Edison Company Retirement Reparation Plan.	
99-3	The Detroit Edison Company Irrevocable Grantor Trust for The Detroit Edison Company Management Supplemental Benefit Plan.	
99-4	The Detroit Edison Company Irrevocable Grantor Trust for The Detroit Edison Company Benefit Equalization Plan.	
99-5	The Detroit Edison Company Irrevocable Grantor Trust for The Detroit Edison Company Plan for Deferring the Payment of Directors' Fees.	

Exhibit Number		Page Number
99-6	The Detroit Edison Company Irrevocable Grantor Trust for The DTE Energy Company Retirement Plan for Non-Employee Directors.	
99-7	DTE Energy Company Irrevocable Grantor Trust for The DTE Energy Company Plan for Deferring the Payment of Directors' Fees.	
99-8	DTE Energy Company Irrevocable Grantor Trust for The DTE Energy Company Retirement Plan for Non-Employee Directors.	

Exhibits incorporated herein by reference.

		See Page Numbers ____ for location of Exhibits Incorporated By Reference
3(a)	Restated Articles of Incorporation of Detroit Edison, as filed December 10, 1991 with the State of Michigan, Department of Commerce - Corporation and Securities Bureau (Exhibit 4-117 to Form 10-Q for quarter ended March 31, 1993).	
3(b)	Certificate containing resolution of the Detroit Edison Board of Directors establishing the Cumulative Preferred Stock, 7.75% Series as filed February 22, 1993 with the State of Michigan, Department of Commerce - Corporation and Securities Bureau (Exhibit 4-134 to Form 10-Q for quarter ended March 31, 1993).	
3(c)	Certificate containing resolution of the Detroit Edison Board of Directors establishing the Cumulative Preferred Stock, 7.74% Series, as filed April 21, 1993 with the State of Michigan, Department of Commerce - Corporation and Securities Bureau (Exhibit 4-140 to Form 10-Q for quarter ended March 31, 1993).	
3(d)	Amended and Restated Articles of Incorporation of DTE Energy Company, dated December 13, 1995 (Exhibit 3A (3.1) to DTE Energy Form 8-B filed January 2, 1996, File No. 1-11607).	
3(e)	Agreement and Plan of Exchange (Exhibit 1(2) to DTE Energy Form 8-B filed January 2, 1996, File No. 1-11607).	

Exhibit Number		Page Number
4(a)	Mortgage and Deed of Trust, dated as of October 1, 1924, between Detroit Edison	

(File No. 1-2198) and Bankers Trust Company as Trustee (Exhibit B-1 to Registration No. 2-1630) and indentures supplemental thereto, dated as of dates indicated below, and filed as exhibits to the filings as set forth below:

September 1, 1947	Exhibit B-20 to Registration No. 2-7136
October 1, 1968	Exhibit 2-B-33 to Registration No. 2-30096
November 15, 1971	Exhibit 2-B-38 to Registration No. 2-42160
January 15, 1973	Exhibit 2-B-39 to Registration No. 2-46595
June 1, 1978	Exhibit 2-B-51 to Registration No. 2-61643
June 30, 1982	Exhibit 4-30 to Registration No. 2-78941
August 15, 1982	Exhibit 4-32 to Registration No. 2-79674
October 15, 1985	Exhibit 4-170 to Form 10-K for year ended December 31, 1994
November 30, 1987	Exhibit 4-139 to Form 10-K for year ended December 31, 1992
July 15, 1989	Exhibit 4-171 to Form 10-K for year ended December 31, 1994
December 1, 1989	Exhibit 4-172 to Form 10-K for year ended December 31, 1994
February 15, 1990	Exhibit 4-173 to Form 10-K for year ended December 31, 1994
November 1, 1990	Exhibit 4-110 to Form 10-K for year ended December 31, 1990
May 1, 1991	Exhibit 4-112 to Form 10-Q for quarter ended June 30, 1991
May 15, 1991	Exhibit 4-113 to Form 10-Q for quarter ended June 30, 1991
September 1, 1991	Exhibit 4-116 to Form 10-Q for quarter ended September 30, 1991
November 1, 1991	Exhibit 4-119 to Form 10-K for year ended December 31, 1991

Exhibit Number		Page Number
January 15, 1992	Exhibit 4-120 to Form 10-K for year ended December 31, 1991	
February 29, 1992	Exhibit 4-121 to Form 10-Q for quarter ended March 31, 1992	
April 15, 1992	Exhibit 4-122 to Form 10-Q for quarter ended June 30, 1992	
July 15, 1992	Exhibit 4-123 to Form 10-Q for quarter ended September 30, 1992	
July 31, 1992	Exhibit 4-124 to Form 10-Q for quarter ended September 30, 1992	
November 30, 1992	Exhibit 4-130 to Registration No. 33-56496	
January 1, 1993	Exhibit 4-131 to Registration No. 33-56496	
March 1, 1993	Exhibit 4-141 to Form 10-Q for quarter ended March 31, 1993	
March 15, 1993	Exhibit 4-142 to Form 10-Q for	

	quarter ended March 31, 1993
April 1, 1993	Exhibit 4-143 to Form 10-Q for quarter ended March 31, 1993
April 26, 1993	Exhibit 4-144 to Form 10-Q for quarter ended March 31, 1993
May 31, 1993	Exhibit 4-148 to Registration No. 33-64296
June 30, 1993	Exhibit 4-149 to Form 10-Q for quarter ended June 30, 1993 (1993 Series AP)
June 30, 1993	Exhibit 4-150 to Form 10-Q for quarter ended June 30, 1993 (1993 Series H)
September 15, 1993	Exhibit 4-158 to Form 10-Q for quarter ended September 30, 1993.
March 1, 1994	Exhibit 4-163 to Registration No. 33-53207.
June 15, 1994	Exhibit 4-166 to Form 10-Q for quarter ended June 30, 1994.
August 15, 1994	Exhibit 4-168 to Form 10-Q for quarter ended September 30, 1994.
December 1, 1994	Exhibit 4-169 to Form 10-K for year ended December 31, 1994.
August 1, 1995	Exhibit 4-174 to Form 10-Q for quarter ended September 30, 1995.

Exhibit Number		Page Number
4(b)	Collateral Trust Indenture (notes), dated as of June 30, 1993 (Exhibit 4-152 to Registration No. 33-50325).	
4(c)	First Supplemental Note Indenture, dated as of June 30, 1993 (Exhibit 4-153 to Registration No. 33-50325).	
4(d)	Second Supplemental Note Indenture, dated as of September 15, 1993 (Exhibit 4-159 to Form 10-Q for quarter ended September 30, 1993).	
4(e)	Third Supplemental Note Indenture, dated as of August 15, 1994 (Exhibit 4-169 to Form 10-Q for quarter ended September 30, 1994).	
4(f)	First Amendment, dated as of December 12, 1995, to Third Supplemental Note Indenture, dated as of August 15, 1994 (Exhibit 4-12 to Registration No. 333-00023).	
4(g)	Fourth Supplemental Note Indenture, dated as of August 15, 1995 (Exhibit 4-175 to Detroit Edison Form 10-Q for quarter ended September 30, 1995).	
4(h)	Fifth Supplemental Indenture, dated as of February 1, 1996 (Exhibit 4-1 to Detroit Edison Form 8-A dated March 11, 1996).	
4(i)	Standby Note Purchase Credit Facility, dated as of August 17, 1994, among The Detroit Edison Company, Barclays Bank PLC, as Bank and Administrative Agent, Bank of America, The Bank of	

New York, The Fuji Bank Limited, The Long-Term Credit Bank of Japan, LTD, Union Bank and Citicorp Securities, Inc. and First Chicago Capital Markets, Inc. as Remarketing Agents (Exhibit 99-18 to Form 10-Q for quarter ended September 30, 1994).

Exhibit Number		Page Number
*10(a)	- Form of 1995 Indemnification Agreement between the Registrant and (1) Terence E. Adderley, (2) Lillian Bauder, (3) David Bing, (4) Anthony F. Earley, Jr., (5) Larry G. Garberding, (6) Allan D. Gilmour, (7) Theodore S. Leipprandt, (8) John E. Lobbia, (9) Patricia S. Longe, (10) Eugene A. Miller, (11) Dean E. Richardson, (12) Alan E. Schwartz, (13) William Wegner, (14) Christopher C. Arvani, (15) Susan M. Beale, (16) Elaine M. Godfrey, (17) Ronald J. Giaier, (18) Ronald W. Gresens, (19) Thomas A. Hughes, (20) Frederick S. Karwacki, (21) Leslie L. Loomans, (22) Peter A. Marquardt, (23) Christopher C. Nern, and (24) Albert J. Tack (Exhibit 3L (10-1) to DTE Energy Company Form 8-B dated January 2, 1996).	
*10(b)	- Form of Indemnification Agreement between The Detroit Edison Company ("Detroit Edison") and (1) Frank E. Agosti, (2) Gerard M. Anderson, (3) Robert J. Buckler, (4) Ronald W. Gresens, (5) Leslie L. Loomans, (6) S. Martin Taylor, (7) Susan M. Beale, (8) Frederick S. Karwacki, (9) Douglas R. Gipson, (10) Thomas A. Hughes, (11) Christopher C. Nern, (12) Elaine M. Godfrey, (13) Christopher C. Arvani, (14) Michael E. Champley, (15) Haven E. Cockerham, (16) Ronald J. Giaier, (17) Peter A. Marquardt, and (18) Albert J. Tack (Exhibit 10-41 to Detroit Edison's Form 10-Q for quarter ended June 30, 1993).	
*10(c)	- The Detroit Edison Company Shareholder Value Improvement Plan - A, as amended and restated effective January 1, 1996 (Exhibit 3L (10-3) to DTE Energy Form 8-B dated January 2, 1996).	
*10(d)	- Certain arrangements pertaining to the employment of S. Martin Taylor (Exhibit 10-38 to Detroit Edison's Form 10-K for year ended December 31, 1992).	
*10(e)	- Certain arrangements pertaining to the employment of Anthony F. Earley, Jr. (Exhibit 10-53 to Detroit Edison's Form 10-Q for quarter ended March 31, 1994).	
*10(f)	- Third Restatement of The Detroit Edison Company Savings Reparation Plan, effective as of January 1, 1996 (Exhibit 3L (10-6) to DTE Energy Form 8-B dated	

January 2, 1996).

Exhibit Number		Page Number
*10(g)	- Certain arrangements pertaining to the employment of Haven E. Cockerham (Exhibit 10-55 to Detroit Edison's Form 10-Q for quarter ended September 30, 1994).	
*10(h)	- Third Restatement of the Retirement Reparation Plan for Certain Employees of Detroit Edison, effective as of January 1, 1996 (Exhibit 3L (10-9) to DTE Energy Form 8-B dated January 2, 1996).	
*10(i)	- Third Restatement of the Benefit Equalization Plan for Certain Employees of Detroit Edison, effective as of January 1, 1996 (Exhibit 3L (10-10) to DTE Energy Form 8-B dated January 2, 1996).	
*10(j)	- Certain arrangements pertaining to the employment of Larry G. Garberding (Exhibit 28-52 to Detroit Edison's Form 10-Q for quarter ended June 30, 1990).	
*10(k)	- Form of Indemnification Agreement, between Detroit Edison and (1) John E. Lobbia, (2) Larry G. Garberding and (3) Anthony F. Earley, Jr. (Exhibit 19-7 to Detroit Edison's Form 10-Q for quarter ended March 31, 1992).	
*10(l)	- Form of Indemnification Agreement between Detroit Edison and (1) Terence E. Adderley, (2) Lillian Bauder, (3) David Bing, (4) Alan E. Schwartz , (5) William Wegner, (6) Theodore S. Leipprandt, (7) Patricia S. Longe, (8) Eugene A. Miller, (9) Dean E. Richardson, and (10) Alan D. Gilmour (Exhibit 19-8 to Detroit Edison's Form 10-Q for quarter ended March 31, 1992).	
*10(m)	- Supplemental Long Term Disability Plan, dated November 5, 1991 (Exhibit 10-32 to Detroit Edison's Form 10-K for year ended December 31, 1991).	
*10(n)	- Executive Vehicle Program, dated October 1, 1993 (Exhibit 10-47 to Detroit Edison's Form 10-Q for quarter ended September 30, 1993).	
*10(o)	- Amendment No. 1 to Executive Vehicle Plan, November 1993 (Exhibit 10-58 to Detroit Edison's Form 10-K for year ended December 31, 1993).	

Exhibit Number		Page Number
*10(p)	- Certain arrangements pertaining to the employment of Gerard M. Anderson (Exhibit 10-40 to Detroit Edison's Form 10-K for year ended December 31, 1993).	

*10(q) - Third Restatement of The Detroit Edison Company Management Supplemental Benefit Plan, effective as of January 1, 1996 (Exhibit 3L (10-18) to DTE Energy Form 8-B dated January 2, 1996).

*10(r) - Third Restatement of The Detroit Edison Company Plan for Deferring the Payment of Directors' Fees (January 1, 1996) (Exhibit 3L (10-19) to DTE Energy Form 8-B dated January 2, 1996).

*10(s) - DTE Energy Company Retirement Plan for Non-Employee Directors (January 1, 1996) (Exhibit 3L (10-20) to DTE Energy Form 8-B dated January 2, 1996).

*10(t) - DTE Energy Company Plan for Deferring the Payment of Directors' Fees (January 1, 1996) (Exhibit 3L (10-21) to DTE Energy Form 8-B dated January 2, 1996).

21(a) - Subsidiaries of DTE Energy and Detroit Edison (Exhibit 3M (21) to DTE Energy Form 8-B dated January 2, 1996).

99(a) - Belle River Participation Agreement between Detroit Edison and Michigan Public Power Agency, dated as of December 1, 1982 (Exhibit 28-5 to Registration No. 2-81501).

99(b) - Belle River Transmission Ownership and Operating Agreement between Detroit Edison and Michigan Public Power Agency, dated as of December 1, 1982 (Exhibit 28-6 to Registration No. 2-81501.)

99(c) - 1988 Amended and Restated Loan Agreement, dated as of October 4, 1988, between Renaissance Energy Company (an unaffiliated company) ("Renaissance") and Detroit Edison (Exhibit 99-6 to Registration No. 33-50325).

Exhibit Number		Page Number
99(d)	First Amendment to 1988 Amended and Restated Loan Agreement, dated as of February 1, 1990, between Detroit Edison and Renaissance (Exhibit 99-7 to Registration No. 33-50325).	
99(e)	Second Amendment to 1988 Amended and Restated Loan Agreement, dated as of September 1, 1993, between Detroit Edison and Renaissance (Exhibit 99-8 to Registration No. 33-50325).	
99(f)	Third Amendment, dated as of August 31, 1994, to 1988 Amended and Restated Nuclear Fuel Heat Purchase Contract, dated October 4, 1988, between The Detroit Edison Company and Renaissance Energy Company (Exhibit 99-21 to Form 10-Q for quarter ended September 30, 1994).	
99(g)	$200,000,000 364-Day Credit Agreement, dated as of September 1, 1993, among Detroit Edison, Renaissance and Barclays Bank PLC, New York Branch, as Agent	

(Exhibit 99-12 to Registration No. 33-50325).

99(h) - First Amendment, dated as of August 31, 1994, to $200,000,000 364-Day Credit Agreement, dated September 1, 1993, among The Detroit Edison Company, Renaissance Energy Company, the Banks party thereto and Barclays Bank, PLC, New York Branch, as Agent (Exhibit 99-19 to Form 10-Q for quarter ended September 30, 1994).

99(i) - $200,000,000 Three-Year Credit Agreement, dated September 1, 1993, among Detroit Edison, Renaissance and Barclays Bank PLC, New York Branch, as Agent (Exhibit 99-13 to Registration No. 33-50325).

99(j) - 1988 Amended and Restated Nuclear Fuel Heat Purchase Contract, dated October 4, 1988, between Detroit Edison and Renaissance (Exhibit 99-9 to Registration No. 33-50325).

Exhibit Number		Page Number

99(k) - First Amendment to 1988 Amended and Restated Nuclear Fuel Heat Purchase Contract, dated as of February 1, 1990, between Detroit Edison and Renaissance (Exhibit 99-10 to Registration No. 33-50325).

99(l) - Second Amendment, dated as of September 1, 1993, to 1988 Amended and Restated Nuclear Fuel Heat Purchase Contract between Detroit Edison and Renaissance (Exhibit 99-11 to Registration No. 33-50325).

99(m) - First Amendment, dated as of September 1, 1994, to $200,000,000 Three-Year Credit Agreement, dated as of September 1, 1993, among The Detroit Edison Company, Renaissance Energy Company, the Banks party thereto and Barclays Bank, PLC, New York Branch, as Agent (Exhibit 99-20 to Form 10-Q for quarter ended September 30, 1994).

99(n) - Master Trust Agreement ("Master Trust"), dated as of June 30, 1994, between Detroit Edison and Fidelity Management Trust Company relating to the Savings & Investment Plans (Exhibit 4-167 to Form 10-Q for quarter ended June 30, 1994).

99(o) - First Amendment, effective as of February 1, 1995, to Master Trust.

99(p) - Second Amendment, effective as of February 1, 1995 to Master Trust.

99(q) - Third Amendment, effective January 1, 1996, to Master Trust.

(b) Registrants did not file any reports on Form 8-K during the fourth quarter of 1995.

* Denotes management contract or compensatory plan or

arrangement required to be filed as an exhibit to this report.

EXHIBIT 3-3

BYLAWS

of

DTE ENERGY COMPANY

_____

As amended through February 26, 1996

_____

BYLAWS
of
DTE ENERGY COMPANY

_____

INDEX

BYLAWS

OF

DTE ENERGY COMPANY

AS AMENDED THROUGH FEBRUARY 26, 1996

ARTICLE I

SHAREHOLDERS

SECTION 1. ANNUAL MEETING. The annual meeting of the shareholders of the Company shall be held on the fourth Monday of April in each year (or if said day be a legal holiday, then on the next succeeding day not a legal holiday), at such time and at such place as may be fixed by the Board of Directors and stated in the notice of meeting, for the purpose of electing directors and transacting such other business as may properly be brought before the meeting.

SECTION 2. SPECIAL MEETINGS. Special meetings of the shareholders may be held upon call of the Board of Directors or the Chairman of the Board or the President or the holders of record of a majority of the outstanding shares of stock of the Company entitled to vote at such meeting, at such time as may be fixed by the Board of Directors or the Chairman of the Board or the President or such shareholders and stated in the notice of meeting. All such meetings shall be held at the office of the Company in the City of Detroit unless some other place is specified in the notice.

SECTION 3. NOTICE OF MEETINGS. Written notice of the date, time, place, and purpose or purposes of every meeting of the shareholders, signed by the Secretary or an Assistant Secretary, shall be given either personally or by mail, within the time prescribed by law, to each shareholder of record entitled to vote at such meeting and to any shareholder who, by reason of any action proposed to be taken at such meeting, might be entitled to receive payment for such stock if such action were taken. If mailed, such notice is given when deposited in the United States mail, with postage prepaid, directed to the shareholder at the address as it appears on the record of shareholders, or, if the shareholders shall have filed with the Secretary of the Company a written request that notices intended for such shareholder be mailed to some other address, then directed to the address designated in such

request. Further notice shall be given by mail, publication, or otherwise, if and as required by law.

5

Notice of meeting need not be given to any shareholder who submits a signed waiver of notice, in person or by proxy, whether before or after the meeting. The attendance of any shareholder at the meeting, in person or by proxy, without protesting at the beginning of the meeting the lack of notice of such meeting, shall constitute a waiver of notice by such shareholder.

Notice of a special meeting shall also indicate that it is being issued by or at the direction of the person or persons calling the meeting.

SECTION 4. QUORUM. At every meeting of the shareholders, the holders of record of a majority of the outstanding shares of stock of the Company entitled to vote at such meeting, whether present in person or represented by proxy, shall constitute a quorum. If at any meeting there shall be no quorum, the holders of a majority of the outstanding shares of stock so present or represented may adjourn the meeting from time to time, without notice (unless otherwise required by statute) other than announcement at the meeting, until a quorum shall have been obtained, when any business may be transacted which might have been transacted at the meeting as first convened had there been a quorum. When a quorum is once present to organize a meeting, it is not broken by the subsequent withdrawal of any shareholder.

SECTION 5. VOTING AND INSPECTORS. Except as provided in the Articles of Incorporation, each holder of record of outstanding shares of stock of the Company entitled to vote at a meeting of shareholders shall be entitled to one vote for each share of stock standing in the shareholder's name on the record of shareholders, and may so vote either in person or by proxy appointed by instrument in writing executed by such holder or by the shareholder's duly authorized attorney-in-fact. No proxy shall be valid after the expiration of three years from the date of its execution unless the shareholder executing it shall have specified the length of time it is to continue in force which shall be for some limited period. The authority of the holder of a proxy to act shall not be revoked by the incompetence or death of the shareholder who executed the proxy unless, before the authority is exercised, written notice of an adjudication of such incompetence or of such death is received by the Secretary or an Assistant Secretary.

In advance of any meeting of shareholders, the Board of Directors may appoint one or more inspectors for the meeting. If inspectors are not so appointed, the chairman of the meeting shall appoint such inspectors. Before entering upon the discharge of their duties, the inspectors shall take and subscribe an oath faithfully to execute the duties of inspector at such meeting with strict impartiality and according to the best of their ability, and shall take charge of the polls and after balloting shall make a certificate of the result of the vote taken. No officer or director of the Company or candidate for office of director shall be appointed as an inspector. At all elections of directors the voting shall be by ballot and a plurality of the votes cast shall elect.

6

SECTION 6. RECORD OF SHAREHOLDERS. For the purpose of determining the shareholders entitled to notice of or to vote at any meeting of shareholders or any adjournment thereof, or to express consent to or dissent from any proposal without a meeting, or for the purpose of determining shareholders entitled to receive payment of any dividend or the allotment of any rights, or for the purpose of any other action, the Board of Directors may

fix, in advance, a date as the record date for any such determination of shareholders. The record date shall not precede the date upon which is it fixed and shall not be less than ten days nor more than the maximum number of days permitted by law before the date of the meeting, or taking of any other action.

SECTION 7. LIST OF SHAREHOLDERS. A list of shareholders of record, arranged alphabetically within each class and series of stock, as of the record date, certified by the Secretary or any Assistant Secretary or by a transfer agent, shall be produced at any meeting of shareholders and may be inspected by any shareholder at any time during the meeting. If the right to vote at any meeting is challenged, the inspectors, or the chairman presiding at the meeting, shall require such list of shareholders to be produced as evidence of the right of the persons challenged to vote at such meeting, and all persons who appear on such list to be shareholders entitled to vote thereat may vote at such meeting.

ARTICLE II

BOARD OF DIRECTORS AND COMMITTEES

SECTION 1. NUMBER, TIME OF HOLDING OFFICE AND LIMITATION ON AGE. The business and affairs of the Company shall be managed by or under the direction of a Board of Directors. The number of directors constituting the entire Board shall be determined from time to time by resolution of the Board so long as the total number of directors is not less than twelve nor more than eighteen; provided, however, that the minimum and maximum number of directors may be increased or decreased from time to time by vote of a majority of the entire Board; and, further provided that no change in the number of directors shall serve to shorten the term of office of any incumbent director. The directors shall be divided into three classes, as nearly equal in number as possible, and the term of the office of the first class shall expire at the 1996 annual meeting of shareholders, the term of office of the second class shall expire at the 1997 annual meeting of shareholders and the term of office of the third class shall expire at the 1998 annual meeting of shareholders, or, in each case, until their successors shall be duly elected and qualified. At each annual meeting commencing in 1996, a number of directors equal to the number of the class whose term expires at the time of the meeting shall be elected to hold office until the third succeeding annual meeting of shareholders. If at any time the holders of any series of the Company's Preferred Stock are entitled to elect directors pursuant to the Articles of Incorporation of the Company, then the provisions of such series of Preferred Stock with respect to their rights shall apply and

such directors shall be elected in a manner and for terms expiring consistent with the Articles of Incorporation.

Except as hereinafter provided, each director shall be a holder of common stock of the Company at the time of initial election to the Board or shall become a holder within thirty days after such election (to the extent of at least one share, owned beneficially). Any director who thereafter ceases to be such a holder, shall thereupon cease to be a director. The Board shall have the authority to waive the requirement to hold shares in individual situations upon presentation of evidence that a nominee or director is unable to hold shares for legal or religious reasons.

No person who shall have served as an employee of the Company or an affiliate shall be elected a director after retiring from employment with the Company or an affiliate; provided, however, that if such person was the chief executive officer of the Company at the time of such retirement, such person

shall be eligible for election as a director until attaining age seventy. No other person shall be elected a director after attaining age seventy; provided, however, the Board shall have the authority to waive this provision for no more than one three- year term upon a determination that circumstances exist which make it prudent to continue the service of a director who possesses special and unique expertise clearly beneficial to the Company.

SECTION 2. VACANCIES. Whenever any vacancy shall occur in the Board of Directors by death, resignation, or any other cause, it shall be filled without undue delay by a majority vote of the remaining members of the Board of Directors (even if constituting less than a quorum), and the person who is to fill any such vacancy shall hold office for the unexpired term of the director to whom such person succeeds, or for the term fixed by the Board of Directors acting in compliance with Section l of this Article II in case of a vacancy created by an increase in the number of directors, and until a successor shall be elected and shall have qualified; provided, however, that no vacancy need be filled if, after such vacancy shall occur, the number of directors remaining on the Board shall be not less than a majority of the entire Board including any vacancies. During the existence of any vacancy or vacancies, the surviving or remaining directors shall possess and may exercise all the powers of the full Board of Directors, when action by a larger number is not required by law.

SECTION 3. MEETINGS OF THE BOARD. Regular meetings of the Board of Directors shall be held at such times and at such places as may from time to time be fixed by the Board of Directors.

Special meetings of the Board of Directors may be called by the Chairman of the Board, the President, or, in the event of the incapacity of the Chairman of the Board and the President, the Executive Committee by giving reasonable notice of the time and place of such meetings or by obtaining written waivers of notice, before or after the meeting,

from each absent director. All such meetings shall be held at the office of the Company in the City of Detroit unless some other place is specified in the notice.

A notice, or waiver of notice, need not specify the purpose of the meeting.

SECTION 4. QUORUM. A majority of the directors in office at the time of a meeting of the Board, shall constitute a quorum for the transaction of business. If at any meeting of the Board of Directors there shall be less than a quorum present, a majority of the directors present may adjourn the meeting without notice other than announcement at the meeting, until a quorum shall have been obtained, when any business may be transacted which might have been transacted a the meeting as first convened had there been a quorum. The acts of a majority of the directors present at any meeting at which there is a quorum shall be the acts of the Board, unless otherwise provided by law, by the Articles of Incorporation or by the Bylaws.

SECTION 5. ANNUAL MEETING OF DIRECTORS. A meeting of the Board of Directors, known as the directors' annual meeting, shall be held without notice each year after the adjournment of the annual shareholders' meeting and on the same day. At such meeting the officers of the Company for the ensuing year shall be elected. If a quorum of the directors is not present on the day appointed for the directors' annual meeting, the meeting shall be adjourned to some convenient day.

SECTION 6. EXECUTIVE COMMITTEE. The Board of Directors may, by

resolution or resolutions passed by a majority of the entire Board, designate an Executive Committee to consist of the Chief Executive Officer and two or more of the other directors, and alternates, and shall designate the Chairman thereof. The Executive Committee shall have and may exercise, when the Board is not in session, all of the powers of the Board in the management of the business and affairs of the Company, and shall have power to authorize the seal of the Company to be affixed to all papers which may require it. The Executive Committee shall not have power to (a) amend these Bylaws, (b) change the number of directors constituting the entire Board or fill vacancies in the Board, (c) declare dividends, (d) establish, change the membership of, or fill vacancies in, any committee, (e) fix the compensation of the directors or committee members, (f) submit matters for action by shareholders, or (g) amend or repeal a resolution of the Board which by its terms may not be changed by the Executive Committee. The Board shall have the power at any time to fill vacancies in, to change the membership of, or to dissolve, the Executive Committee. The Executive Committee may make rules for the conduct of its business and may appoint such subcommittees and assistants as it shall from time to time deem necessary. A majority of the members of the Executive Committee shall constitute a quorum. All action taken by the Executive Committee shall be reported to the Board at its next meeting succeeding such action. The Corporate Secretary or an Assistant Corporate Secretary shall attend and act as the secretary of all meetings of the Committee and keep the minutes thereof.

Meetings of the Executive Committee may be called by the Chairman of the Board, or, the President, or, in the event of the incapacity of the Chairman of the Board and the President, by two or more members of the Executive Committee by giving reasonable notice of the time and place of such meetings. All such meetings shall be held at the office of the Company in the City of Detroit unless some other place is specified in the notice.

SECTION 7. COMMITTEES. The Board of Directors may, by resolution, create a committee or committees of one or more directors, and alternates, to consider and report upon or to carry out such matters (not excepted by Article II, Section 6) as may be entrusted to them by the Board of Directors, and shall designate the Chairman of each such committee.

SECTION 8. PARTICIPATION IN MEETINGS. One or more members of the Board of Directors or any committee may participate in any meeting of such Board or such committee by means of a conference telephone or similar communications equipment which enables all persons participating in such a meeting to hear each other at the same time. Participation in the manner so described shall constitute presence in person at such meetings.

SECTION 9. COMPENSATION. Each director of the Company who is not a salaried officer or employee of the Company may receive reasonable compensation for services as a director, including a reasonable fee for attendance at meetings of the Board and committees thereof, and attendance at the Company's request at other meetings or similar activities related to the Company.

ARTICLE III

OFFICERS

SECTION 1. OFFICERS AND AGENTS. The officers of the Company to be elected by the Board of Directors, as soon as practicable after the election of directors each year, shall be Chairman of the Board, the President, a Secretary and a Treasurer. The Board of Directors may also from time to time

elect one or more Vice Presidents, a Controller, a General Auditor, a General Counsel, and such other officers and agents as it may deem proper. The Chairman of the Board and the President shall be chosen from among the directors. The persons holding the offices of Chairman of the Board or President may not also hold the office of General Auditor. The Board of Directors may, in its discretion, leave vacant any office other than that of Chairman of the Board, President, Secretary, or Treasurer.

SECTION 2. TERM OF OFFICE. The term of office of all officers shall be until the next directors' annual meeting or until their respective successors are chosen and qualified. Any officer or agent elected by the Board of Directors may be removed by the Board at any time, with or without cause.

SECTION 3. CHAIRMAN OF THE BOARD. The Chairman of the Board shall be the Chief Executive Officer of the Company and, shall preside at all meetings of the Board of Directors and shareholders, at which the Chairman is present, and shall make the annual report to the shareholders. The Chairman shall have general charge of the business and affairs of the Company subject to the control of the Board of Directors, may create in the name of the Company any authorized corporate obligation or other instrument and shall perform such other functions as may be prescribed by the Board from time to time.

The Chairman of the Board shall manage or supervise the conduct of the corporate finances and relations of the Company with its shareholders, with the public, and with regulatory authorities, and in addition to the President, may exercise all powers elsewhere in the Bylaws conferred upon the President. The Chairman may delegate from time to time to the President or to other officers, employees or positions of the Company, such powers as the Chairman may specify in writing, with such terms and conditions, if any, as the Chairman may set forth. A copy of each such delegation and of any revocation or change shall be filed with the Secretary.

SECTION 4. PRESIDENT. The President shall be the chief operating officer of the Company, subject to the control of the Board of Directors and the Chairman of the Board, shall have power to authorize the employment of such subordinate employees as may, in the President's judgment, be advisable for the operations of the Company, may execute in the name of the Company any authorized corporate obligation or other instrument, and shall perform all other acts incident to the President's office or prescribed by the Board of Directors or the Chairman of the Board, or authorized or required by law. During the absence or disability of the Chairman of the Board, the President shall assume the duties and authority of the Chairman of the Board and shall be the Chief Executive Officer of the Company.

SECTION 5. OTHER OFFICERS. The other officers, agents, and employees of the Company shall each have such powers and perform such duties in the management of the property and affairs of the Company, subject to the control of the Board of Directors, as generally pertain to their respective offices, as well as such powers and duties as from time to time may be prescribed by the Board of Directors, by the Chairman of the Board, or by the President.

SECTION 6. COMPENSATION. The Board of Directors shall determine the compensation to be paid to the Chairman of the Board, the President, and each Vice President above the level of Assistant Vice President.

SECTION 7. VOTING OF SHARES AND SECURITIES OF OTHER CORPORATIONS. Unless the Board of Directors otherwise directs, the Company's Chairman of the Board and President shall each be entitled to vote or designate a proxy to vote all shares and other securities which the Company owns in any other corporation or entity.

ARTICLE IV

CAPITAL STOCK

SECTION 1. CERTIFICATES OF SHARES. The interest of each shareholder shall be evidenced by a certificate or certificates for shares of stock of the Company in such form as the Board of Directors may from time to time prescribe. The certificates of stock shall be signed by the Chairman of the Board, the President or a Vice President and by the Treasurer, an Assistant Treasurer, the Corporate Secretary, or an Assistant Corporate Secretary of the Company, and shall be countersigned by a transfer agent for the stock and registered by a registrar for such stock. The signatures of the officers and the transfer agent and the registrar upon such certificates may be facsimiles, engraved, or printed, subject to the provisions of applicable law. In case any officer, transfer agent, or registrar shall cease to serve in that capacity after their facsimile signature has been placed on a certificate, the certificates may be issued with the same effect as if the officer, transfer agent, or registrar were still in office.

SECTION 2. TRANSFER OF SHARES. Shares in the capital stock of the Company shall be transferred on the books of the Company upon surrender and cancellation of certificates for a like number of shares, with duly executed power to transfer endorsed on or attached to the certificate.

SECTION 3. LOST OR DESTROYED STOCK CERTIFICATES. No certificate for shares of stock of the Company shall be issued in place of any certificate alleged to have been lost, stolen or destroyed, except upon production of such evidence of the loss, theft or destruction, and upon indemnification of the Company and its agents to such extent and in such manner as the Board of Directors may from time to time prescribe.

ARTICLE V

CHECKS, NOTES, BONDS, DEBENTURES, ETC.

All checks and drafts on the Company's bank accounts, all bills of exchange and promissory notes, and all acceptances, obligations, and other instruments for the payment of money, shall be signed by such officer or officers or agent or agents, either manually or by facsimile signature or signatures, as shall be thereunto authorized from time to time by the Board of Directors either generally or in specific instances; provided that bonds,

debentures, and other evidences of indebtedness of the Company bearing facsimile signatures of officers of the Company shall be issued only when authenticated by a manual signature on behalf of a trustee or an authenticating agent appointed by the Board of Directors. In case any such officer of the Company shall cease to be such after such officer's facsimile signature has been placed thereon, such bonds, debentures or other evidences of indebtedness may be issued with the same effect as if such person were still in office.

ARTICLE VI

CORPORATE SEAL

The Board of Directors shall provide a suitable seal, containing the name of the Company.

ARTICLE VII

CONTROL SHARE ACQUISITIONS

The Stacey, Bennett, and Randall Shareholder Equity Act (Chapter 7B of the Michigan Business Corporation Act) shall not apply to any control share acquisitions (as defined in such Act) of shares of the Company.

This Article VII of the Bylaws may not be amended, altered, or repealed with respect to any control share acquisition of shares of the Company effected pursuant to a tender offer or other transaction commenced prior to the date of such amendment, alteration, or repeal.

ARTICLE VIII

AMENDMENT OF BYLAWS

Those provisions of these Bylaws providing for a classified Board of Directors (currently the third, fourth and fifth sentences of the first paragraph of Section 1 of Article II) and the provisions of this sentence may be amended or repealed only by the affirmative vote of the holders of a majority of shares of Common Stock of the Company. Except as provided in the immediately preceding sentence, Bylaws of the Company may be amended, repealed or adopted by vote of the holders of a majority of shares at the time entitled to vote in the election of any directors or by vote of a majority of the directors in office.

EXHIBIT 3-4

BY-LAWS

of

THE DETROIT EDISON COMPANY

_____

As amended through
February 26, 1996

_____

BY-LAWS
OF
THE DETROIT EDISON COMPANY

INDEX

ARTICLE I

ARTICLE II

BY-LAWS

OF

THE DETROIT EDISON COMPANY

AS AMENDED THROUGH FEBRUARY 26, 1996

ARTICLE I

SHAREHOLDERS

SECTION 1. ANNUAL MEETING. The annual meeting of the shareholders of the Company shall be held on the fourth Monday of April in each year (or if said day be a legal holiday, then on the next succeeding day not a legal holiday), at such time and at such place as may be fixed by the Board of Directors and stated in the notice of meeting, for the purpose of electing directors and transacting such other business as may properly be brought before the meeting.

SECTION 2. SPECIAL MEETING. Special meetings of the shareholders may be held upon call of the Board of Directors or the Chairman of the Board or the President or the holders of record of a majority of the outstanding shares of stock of the Company, at such time as may be fixed by the Board of Directors or

the Chairman of the Board or the President or such shareholders and stated in the notice of meeting. All such meetings shall be held at the office of the Company in the City of Detroit unless some other place is specified in the notice.

SECTION 3. NOTICE OF MEETINGS. Written notice of the time, place and purpose or purposes of every meeting of the shareholders, signed by the Secretary or an Assistant Secretary, shall be given either personally or by mail, within the time prescribed by law, to each shareholder of record entitled to vote at such meeting and to any shareholder who, by reason of any action proposed at such meeting, might be entitled to receive payment for such stock if such action were taken. If mailed, such notice is given when deposited in the United States mail, with postage thereon prepaid, directed to the shareholder at the address as it appears on the record of shareholders, or, if the shareholder shall have filed with the Secretary of the Company a written request that notices intended for such shareholder be mailed to some other address, then directed to the address designated in such request. Further notice shall be given by mail, publication or otherwise, if and as required by law.

Notice of meeting need not be given to any shareholder who submits a signed waiver of notice, in person or by proxy, whether before or after the meeting. The attendance of any shareholder at the meeting, in person or by proxy, without protesting at the beginning of the meeting the lack of notice of such meeting, shall constitute a waiver of notice by such shareholder.

Notice of a special meeting shall also indicate that it is being issued by or at the direction of the person or persons calling the meeting.

SECTION 4. QUORUM. At every meeting of the shareholders, the holders of record of a majority of the outstanding shares of stock of the Company, entitled to vote at such meeting, whether present in person or represented by proxy, shall constitute a quorum. If at any meeting there shall be no quorum, the holders of a majority of the outstanding shares of stock so present or represented may adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum shall have been

obtained, when any business may be transacted which might have been transacted at the meeting as first convened had there been a quorum. When a quorum is once present to organize a meeting, it is not broken by the subsequent withdrawal of any shareholder.

SECTION 5. VOTING AND INSPECTORS. Each holder of record of outstanding shares of stock of the Company entitled to vote at a meeting of shareholders shall be entitled to one vote for each share of stock standing in the shareholder's name on the record of shareholders, and may so vote either in person or by proxy appointed by instrument in writing executed by such holder or by the shareholder's duly authorized attorney-in-fact. No proxy shall be valid after the expiration of eleven months from the date of its execution unless the shareholder executing it shall have specified therein the length of time it is to continue in force which shall be for some limited period. The authority of the holder of a proxy to act shall not be revoked by the incompetence or death of the shareholder who executed the proxy unless, before the authority is exercised, written notice of an adjudication of such incompetence or of such death is received by the Secretary or an Assistant Secretary.

In advance of any meeting of shareholders, the Board of Directors may appoint one or more inspectors for the meeting. If inspectors are not so appointed, the chairman of the meeting shall appoint such inspectors. Before entering upon the discharge of their duties, the inspectors shall take and subscribe an oath faithfully to execute the duties of inspector at such meeting with strict impartiality and according to the best of their ability, and shall take charge of the polls and after balloting shall make a certificate of the result of the vote taken. No officer or director of the Company or candidate

for office of director shall be appointed as an inspector. At all elections of directors the voting shall be by ballot and a plurality of the votes cast thereat shall elect.

SECTION 6. RECORD OF SHAREHOLDERS. For the purpose of determining the shareholders entitled to notice of or to vote at any meeting of shareholders or any adjournment thereof, or to express consent to or dissent from any proposal without a meeting, or for the purpose of determining shareholders entitled to receive payment of any dividend or the allotment of any rights, or for the purpose of any other action, the Board of Directors may fix, in advance, a date as the record date for any such determination of shareholders, which record date shall not be less than ten days nor more than the maximum number of days permitted by law before the date of the meeting, or the taking of any other action.

SECTION 7. LIST OF SHAREHOLDERS. A list of shareholders as of the record date, certified by the Secretary or any Assistant Secretary or by a transfer agent, shall be produced at any meeting of shareholders upon the request thereat or prior thereto of any shareholder. If the right to vote at any meeting is challenged, the inspectors, or the person presiding at the meeting, shall require such list of shareholders to be produced as evidence of the right of the persons challenged to vote at such meeting, and all persons who appear on such list to be shareholders entitled to vote thereat may vote at such meeting.

ARTICLE II

BOARD OF DIRECTORS AND COMMITTEES

SECTION 1. NUMBER, TIME OF HOLDING OFFICE AND LIMITATION ON AGE. The business and affairs of the Company shall be managed and controlled by a Board of Directors. The number of directors constituting the entire Board shall be determined from time to time by resolution of the Board so long as the total number of directors is not less than twelve nor more than eighteen; provided, however, that the minimum and maximum number of directors may be increased or decreased from time to time by vote of a majority of the entire Board; and, further provided that no change in the number of directors shall serve to shorten the term of office of any incumbent director. Commencing with the annual election of directors by the

shareholders in 1991, the directors shall be divided into three classes, as nearly equal in number as possible, and the term of office of the first class shall expire at the 1992 annual meeting of shareholders, the term of office of the second class shall expire at the 1993 annual meeting of shareholders and the term of office of the third class shall expire at the 1994 annual meeting of shareholders, or, in each case, until their successors shall be duly elected and qualified. At each annual meeting commencing in 1992, a number of directors equal to the number of the class whose term expires at the time of the meeting shall be elected to hold office until the third succeeding annual meeting of shareholders. In the event the holders of the Preferred Stock or the Preference Stock are entitled to elect directors as provided in Article V, Division I, subdivision (9) or Article V, Division II, subdivision (9) of the Restated Articles of Incorporation of the Company, then the provisions of such class of stock with respect to their rights shall apply and such directors shall be elected for terms expiring at the next annual meeting of shareholders and without regard to the classification of the remaining members of the Board of Directors.

Except as hereinafter provided, each director shall be a holder of common stock of the Company at the time of initial election to the Board or shall become a holder within thirty days after such election (to the extent of at least one share, owned beneficially) and any director who thereafter ceases

to be such a holder, shall thereupon cease to be a director. The Board shall have the authority to waive the requirement to hold shares in individual situations upon presentation of evidence that a nominee or director is unable to hold shares for legal or religious reasons.

NO PERSON WHO SHALL HAVE SERVED AS AN EMPLOYEE OF THE COMPANY SHALL BE ELECTED A DIRECTOR AFTER RETIRING FROM EMPLOYMENT WITH THE COMPANY; PROVIDED, HOWEVER, THAT IF SUCH PERSON WAS THE CHIEF EXECUTIVE OFFICER OF THE COMPANY AT THE TIME OF SUCH RETIREMENT, SUCH PERSON SHALL BE ELIGIBLE FOR ELECTION AS A DIRECTOR UNTIL ATTAINING AGE SEVENTY. NO OTHER PERSON SHALL BE ELECTED A DIRECTOR AFTER ATTAINING AGE SEVENTY; PROVIDED, HOWEVER, THE BOARD SHALL HAVE THE AUTHORITY TO WAIVE THIS PROVISION FOR NO MORE THAN ONE THREE-YEAR TERM UPON A DETERMINATION THAT CIRCUMSTANCES EXIST WHICH MAKE IT PRUDENT TO CONTINUE THE SERVICE OF A DIRECTOR WHO POSSESSES SPECIAL AND UNIQUE EXPERTISE CLEARLY BENEFICIAL TO THE COMPANY.

SECTION 2. VACANCIES. Whenever any vacancy shall occur in the Board of Directors by death, resignation, or any other cause, it shall be filled without undue delay by a majority vote of the remaining members of the Board of Directors, and the person who is to fill any such vacancy shall hold office for the unexpired term of the director to whom such person succeeds, or for the term fixed by the Board of Directors acting in compliance with Section 1 of this Article II in case of a vacancy created by an increase in the number of directors, and until a successor shall be elected and shall have qualified; provided, however, that no vacancy need be filled if, after such vacancy shall occur, the number of directors remaining on the Board shall be not less than a majority of the entire Board including any vacancies. During the existence of any vacancy or vacancies, the surviving or remaining directors shall possess and may exercise all the powers of the full Board of Directors, when action by a larger number is not required by law.

SECTION 3. MEETINGS OF THE BOARD. Regular meetings of the Board of Directors shall be held at such times and at such places as may from time to time be fixed by the Board of Directors.

Special meetings of the Board of Directors may be called by the Chairman of the Board or the President or, in the event of the incapacity of the Chairman of the Board and the President, the Executive Committee by giving reasonable notice of the time and place of such meetings or by obtaining written waivers of notice, before or after the meeting, from each absent director. All such meetings shall be held at the office of the Company in the City of Detroit unless some other place is specified in the notice.

A notice, or waiver of notice, need not specify the purpose of the meeting.

Special meetings of the Board of Directors may be held without notice or waiver, provided the action taken at such meetings shall be ratified in writing by such of the directors as may not have been present.

ARTICLE II

SECTION 4. QUORUM. A majority of the directors in office at the time of a meeting of the Board, but not less than one-third of the Board including any vacancies, shall constitute a quorum for the transaction of business, but if at any meeting of the Board of Directors there shall be less than a quorum present, a majority of the directors present may adjourn the meeting from time to time without notice other than announcement at the meeting, until a quorum shall have been obtained, when any business may be transacted which might have been transacted at the meeting as first convened had there been a quorum. The acts of a majority of the directors present at any meeting at which there is a quorum shall be the acts of the Board, unless otherwise provided by law, by the Restated Articles of Incorporation or by the By-Laws.

SECTION 5. ANNUAL MEETING OF DIRECTORS. A meeting of the Board of Directors, to be known as the directors' annual meeting, shall be held without notice each year after the adjournment of the annual shareholders' meeting and on the same day, and at such meeting the officers of the Company for the ensuing year shall be elected. If a quorum of the directors is not present on the day appointed for the directors' annual meeting, the meeting shall be adjourned to some convenient day.

SECTION 6. EXECUTIVE COMMITTEE. The Board of Directors may, by resolution or resolutions passed by a majority of the entire Board, designate an Executive Committee to consist of the Chief Executive Officer and two or more of the other directors, and alternates, and shall designate the Chairman thereof. The Executive Committee shall have and may exercise, when the Board is not in session, all of the powers of the Board in the management of the business and affairs of the Company, and shall have power to authorize the seal of the Company to be affixed to all papers which may require it; but the Executive Committee shall not have power to declare dividends, to change the number of directors constituting the entire Board, to fill vacancies in the Board, or to change the membership of, or to fill vacancies in, any committee, or to fix the compensation of the directors or committee members, or to make or amend By-Laws of the Company, or to submit matters for action by shareholders, or to amend or repeal a resolution of the Board which by its terms may not be changed by the Executive Committee. The Board shall have the power at any time to fill vacancies in, to change the membership of, or to dissolve, the Executive Committee. The Executive Committee may make rules for the conduct of its business and may appoint such subcommittees and assistants as it shall from time to time deem necessary. A majority of the members of the Executive Committee shall constitute a quorum. All action taken by the Executive Committee shall be reported to the Board at its meeting next succeeding such action. The Secretary or an Assistant Secretary shall attend and act as secretary of all meetings of the Executive Committee and keep the minutes thereof.

Meetings of the Executive Committee may be called by the Chairman of the Board or the President or, in the event of the incapacity of the Chairman of the Board and the President, by two or more members of the Executive Committee by giving reasonable notice of the time and place of such meetings. All such meetings shall be held at the office of the Company in the City of Detroit unless some other place is specified in the notice.

SECTION 7. COMMITTEES. The Board of Directors may, by resolution, create a committee or committees of one or more directors, and alternates, to consider and report upon or to carry out such matters (not excepted by the foregoing section) as may be entrusted to them by the Board of Directors, and shall designate the Chairman of each such committee.

SECTION 8. PARTICIPATION IN MEETINGS. One or more members of the Board of Directors or any committee thereof may participate in any meeting of such Board or such committee by means of a conference telephone or similar communications equipment which enables all persons participating in such a

meeting to hear each other at the same time and participation in the manner so described shall constitute presence in person at such meetings.

ARTICLE II AND III

SECTION 9. COMPENSATION. Each director of the Company who is not a salaried officer or employe of the Company may receive reasonable compensation for services as a director, including a reasonable fee for attendance at meetings of the Board and committees thereof, and attendance at the Company's request at other meetings or similar activities related to the Company.

ARTICLE III

OFFICERS

SECTION 1. OFFICERS AND AGENTS. The officers of the Company to be elected by the Board of Directors, as soon as practicable after the election of directors each year, shall be Chairman of the Board, the President, a Secretary and a Treasurer. The Board of Directors may also from time to time elect one or more Vice Presidents, a Controller, a General Auditor, a General Counsel, and such other officers and agents as it may deem proper. The Chairman of the Board and the President shall be chosen from among the directors. The persons holding the offices of Chairman of the Board or President may not also hold the office of General Auditor. The Board of Directors may, in its discretion, leave vacant any office other than that of Chairman of the Board, President, Secretary or Treasurer.

SECTION 2. TERM OF OFFICE. The term of office of all officers shall be until the next annual meeting of shareholders or until their respective successors are chosen and qualified; but any officer or agent elected by the Board of Directors may be removed by the Board at any time, with or without cause.

SECTION 3. CHAIRMAN OF THE BOARD. The Chairman of the Board shall be the chief executive officer of the Company, shall preside at all meetings of the Board of Directors and shareholders, at which the Chairman is present, and shall make the annual report to the shareholders. The Chairman shall have general charge of the business and affairs of the Company subject to the control of the Board of Directors, may execute in the name of the Company any authorized corporate obligation or other instrument and shall perform such other functions as may be prescribed by the Board from time to time.

The Chairman of the Board shall manage or supervise the conduct of the corporate finances and relations of the Company with its shareholders, with the public and with regulatory authorities and in addition to the President, may exercise all powers elsewhere in the By-Laws conferred upon the President. The Chairman may delegate from time to time to the President or to other officers, employes or positions of the Company, such powers as the Chairman may specify in writing, with such terms and conditions, if any, as the Chairman may set forth. A copy of each such delegation and of any revocation or change shall be filed with the Secretary.

SECTION 4. PRESIDENT. The President shall be the chief operating officer of the Company, subject to the control of the Board of Directors and the Chairman of the Board, shall have power to authorize the employment of such subordinate employes as may, in the President's judgment, be advisable for the operations of the Company, may execute in the name of the Company any authorized corporate obligation or other instrument and shall perform all other acts incident to the President's office or prescribed by the Board of Directors or the Chairman of the Board, or authorized or required by law. During the absence or disability of the Chairman of the Board, the President shall assume the duties and

authority of the Chairman of the Board and shall be the chief executive officer of the Company.

SECTION 5. OTHER OFFICERS. The other officers, agents and employes of the Company shall each have such powers and perform such duties in the management of the property and affairs of the Company, subject to the control of the Board of Directors, as generally pertain to their respective offices, as well as such powers and duties as from time to time may be prescribed by the Board of Directors, by the Chairman of the Board or by the President.

SECTION 6. COMPENSATION. The Board of Directors shall determine the compensation to be paid to the Chairman of the Board, the President and each Vice President above the level of Assistant Vice President.

ARTICLE IV

CAPITAL STOCK

SECTION 1. CERTIFICATES OF SHARES. The interest of each shareholder shall be evidenced by a certificate or certificates for shares of stock of the Company in such form as the Board of Directors may from time to time prescribe. The certificates of stock shall be signed by the Chairman of the Board, the President or a Vice President and by the Treasurer, an Assistant Treasurer, the Secretary or an Assistant Secretary of the Company, shall be sealed with the seal of the Company or a facsimile thereof, and shall be countersigned by a transfer agent for the stock and registered by a registrar for such stock. The signatures of the officers and the transfer agent or the registrar upon such certificates may be facsimiles, engraved or printed, subject to the provisions of applicable law. In case any officer, transfer agent or registrar shall cease to serve in that capacity after their facsimile signature has been placed on a certificate, the certificates may be issued with the same effect as if the officer, transfer agent or registrar were still in office.

SECTION 2. TRANSFER OF SHARES. Shares in the capital stock of the Company shall be transferred on the books of the Company upon surrender and cancellation of certificates for a like number of shares, with duly executed power to transfer endorsed thereon or attached thereto.

SECTION 3. LOST OR DESTROYED STOCK CERTIFICATES. No certificate for shares of stock of the Company shall be issued in place of any certificate alleged to have been lost, stolen or destroyed, except upon production of such evidence of the loss, theft or destruction, and upon indemnification of the Company and its agents to such extent and in such manner as the Board of Directors may from time to time prescribe.

ARTICLE V

CHECKS, NOTES, BONDS, DEBENTURES, ETC.

All checks and drafts on the Company's bank accounts and all bills of exchange and promissory notes, and all acceptances, obligations and other instruments for the payment of money, shall be signed by such

officer or officers or agent or agents, either manually or by facsimile signature or signatures, as shall be thereunto authorized from time to time by the Board of Directors either generally or in specific instances; provided that bonds, debentures and other evidences of indebtedness of the Company bearing facsimile signatures of officers of the Company shall be issued only when authenticated by a manual signature on behalf of a trustee or an authenticating agent appointed by Board of Directors and in case any such officer of the Company shall cease to be such after such officer's facsimile signature has been placed thereon, such bonds, debentures or other evidences of indebtedness may be issued with the same effect as if such person were still in office.

ARTICLE VI

CORPORATE SEAL

The Board of Directors shall provide a suitable seal, containing the name of the Company.

ARTICLE VII

CONTROL SHARE ACQUISITIONS

This Stacey, Bennett, and Randall Shareholder Equity Act (Chapter 7B of the Michigan Business Corporation Act) shall not apply to any control share acquisitions (as defined in such Act) of shares of the Company.

This Article VII of the By-Laws may not be amended, altered or repealed with respect to any control share acquisition of shares of the Company effected pursuant to a tender offer or other transaction commenced prior to the date of such amendment, alteration or repeal.

ARTICLE VIII

AMENDMENT OF BY-LAWS

Those provisions of these By-Laws providing for a classified Board of Directors (currently the third, fourth and fifth sentences of the first paragraph of Section 1 of Article II) and the provisions of this sentence may be amended or repealed only by vote of the holders of a majority of shares of Common Stock of the Company. Except as provided in the immediately preceding sentence, By-Laws of the Company may be amended, repealed or adopted by vote of the holders of a majority of shares at the time entitled to vote in the election of any directors or by vote of a majority of the directors in office.

1

EXHIBIT 4-14

- ---

THE DETROIT EDISON COMPANY
AND

BANKERS TRUST COMPANY
TRUSTEE

FIFTH SUPPLEMENTAL INDENTURE
DATED AS OF FEBRUARY 1, 1996

SUPPLEMENTING THE COLLATERAL TRUST INDENTURE
DATED AS OF JUNE 30, 1993

PROVIDING FOR

7 5/8% QUARTERLY INCOME DEBT SECURITIES
("QUIDS") (JUNIOR SUBORDINATED DEFERRABLE
INTEREST DEBENTURES, DUE 2026)

- ---

2

FIFTH SUPPLEMENTAL INDENTURE, dated as of the 1st day of February 1996, between THE DETROIT EDISON COMPANY, a corporation organized and existing under the laws of the State of Michigan (the "Company"), and BANKERS TRUST COMPANY, a New York banking corporation, having its principal office in The City of New York, New York, as trustee (the "Trustee");

WHEREAS, the Company has heretofore executed and delivered to the Trustee a Collateral Trust Indenture dated as of June 30, 1993 (the "Original Indenture"), as supplemented by a First Supplemental Indenture dated as of June 30, 1993, a Second Supplemental Indenture dated as of September 15, 1993, a Third Supplemental Indenture dated as of August 15, 1994, as amended, and a Fourth Supplemental Indenture dated as of August 15, 1995 (the "Prior Supplemental Indentures") providing for the issuance by the Company from time to time of its notes; and

WHEREAS, the Company now desires to provide for the issuance of an additional series of its unsecured, subordinated debt securities pursuant to the Original Indenture; and

WHEREAS, the Company intends hereby to designate a series of debt securities which shall not have the benefit of the provisions of Article Four of the Original Indenture and the other related provisions of the Original Indenture relating to the grant of security and which shall have the terms and variations from the provisions of the Original Indenture as set forth herein; and

WHEREAS, the Company, in the exercise of the power and authority conferred upon and reserved to it under the provisions of the Original Indenture, including Section 1001 thereof, and pursuant to appropriate resolutions of the Board of Directors, has duly determined to make, execute and deliver to the Trustee this Fifth Supplemental Indenture to the Original Indenture as permitted by Sections 201 and 301 of the Original Indenture in order to establish the form or terms of, and to provide for the creation and issue of, a series of its debt securities under the Original Indenture, which shall be known as the 7 5/8% Quarterly Income Debt Securities (the "QUIDS") (Junior Subordinated Deferrable

Interest Debentures Due 2026); and

WHEREAS, all things necessary to make such debt securities, when executed by the Company and authenticated and delivered by the Trustee or any Authenticating Agent and issued upon the terms and subject to the conditions hereinafter and in the Original Indenture set forth against payment therefor, the valid, binding and legal obligations of the Company and to make this Fifth Supplemental Indenture a valid, binding and legal agreement of the Company, have been done;

NOW, THEREFORE, THIS FIFTH SUPPLEMENTAL INDENTURE WITNESSETH that, in order to establish the terms of a series of debt securities, and for and in consideration of the premises and of the covenants contained in the Original Indenture and in this Fifth Supplemental Indenture and for other good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, it is mutually covenanted and agreed as follows:

ARTICLE ONE

DEFINITIONS AND OTHER PROVISIONS OF GENERAL APPLICATION

SECTION 101. Definitions. Each capitalized term that is used herein and is defined in the Original Indenture shall have the meaning specified in the Original Indenture unless such term is otherwise defined herein.

"Business Day" shall mean each Monday, Tuesday, Wednesday, Thursday and Friday which is not a day on which banking institutions located in the State of Michigan or in the state in which the principal corporate trust office of the Trustee is located, are authorized or obligated by or pursuant to law or executive order to close.

"Capital Stock" means any and all shares of the Company's Preferred Stock, Preference Stock or Common Stock or any other equity securities of the Company.

"Payment Obligation", when used with respect to Senior Indebtedness, means an obligation stated in an agreement, instrument or lease to pay money (whether for principal, premium, interest, sinking fund, periodic rent, stipulated value, termination value, liquidated damages or otherwise), but excluding an obligation to pay money in respect of fees of, or as payment or reimbursement for expenses incurred by or on behalf of, or as indemnity for losses, damages, taxes or other indemnity claims of any kind owed to, any holder of Senior Indebtedness or other party to such agreement, instrument or lease.

"Senior Indebtedness" means each of the following, whether outstanding on the date hereof or hereafter created, incurred or assumed:

(a) any Payment Obligation of the Company in respect of any indebtedness, directly or indirectly, created, incurred or assumed (i) for borrowed money or (ii) in connection with the acquisition of any business, property or asset (including securities), other than any account payable or other indebtedness created, incurred or assumed in the ordinary course of business in connection with the obtaining of materials or services;

(b) any Payment Obligation of the Company in respect of any lease that would, in accordance with generally accepted accounting principles, be required to be classified and accounted for as a capital lease;

(c) any Payment Obligation of the Company in respect of any interest rate exchange agreement, currency exchange agreement or similar agreement that provides for payment (whether or not contingent) over a period or term (including any renewals or extensions) longer than one year from the execution thereof;

(d) any Payment Obligation of the Company in respect of any agreement relating to the acquisition (including a sale and buyback) or lease

(including a sale and leaseback) of real or personal property that provides for payment (whether or not contingent) over a period or term (including any renewals or extensions) longer than one year from the execution thereof;

(e) any Payment Obligation of any Subsidiary or of others of the kind described in the preceding clauses (a) through (d) assumed or guaranteed by the Company or for which the Company is otherwise responsible or liable; and

(f) any amendment, renewal, extension or refunding of any Payment Obligation described in the preceding subparagraphs (a) through (e);

unless in the agreement, instrument or lease in which any such Payment Obligation is stated it is expressly provided that such Payment Obligation is not senior in right of payment to the QUIDS.

SECTION 102. Section References. Each reference to a particular section set forth in this Supplemental Indenture shall, unless the context otherwise requires, refer to this Fifth Supplemental Indenture.

ARTICLE TWO

TITLE AND TERMS OF THE QUIDS

SECTION 201. Title of the QUIDS. This Fifth Supplemental Indenture hereby establishes a series of QUIDS, which shall be known as the Company's 7 5/8% Quarterly Income Debt Securities (Junior Subordinated Deferrable Interest Debentures, Due 2026) (referred to herein as the "QUIDS"). For purposes of the Original Indenture, the QUIDS shall constitute a single series of Securities. The stated maturity of the QUIDS will be March 31, 2026.

SECTION 202. Variations from the Original Indenture. Notwithstanding the provisions of the Original Indenture, the QUIDS shall be without benefit of any security and shall be subordinated to Senior Indebtedness as and to the extent provided in Article Four of this Supplemental Indenture. The QUIDS shall not have the benefit of the provisions of Article Four of the Original Indenture and shall not have the benefit of, or be subject to, the other related provisions of the Original Indenture relating to the grant of security, including (for avoidance of doubt and not for purposes of limitation) the Granting Clause, the definitions of

"Deliverable Mortgage Bonds," Deliverable Securities," "Designated Mortgage Bonds," "Grant," "Mortgage," "Mortgage Bonds," "Mortgage Trustee," "Previously Delivered Mortgage Bonds," and "Trust Estate," Section 301(20), Sections 301(a)(v), (ix), (x) and (xi), Sections 301(b)(ii) and (iii), Section 301(d), and Sections 601(4) and (8).

SECTION 203. Amount and Denominations; DTC. The aggregate principal amount of QUIDS that may be issued under this Fifth Supplemental Indenture is limited to $185,000,000. The QUIDS shall be issuable only in fully registered form and, as permitted by Sections 301 and 302 of the Original Indenture, in denominations of $25 and integral multiples thereof. The QUIDS will initially be issued under a book-entry system, registered in the name of The Depository Trust Company, as depository ("DTC"), or its nominee, who is hereby designated as "U.S. Depository" under the Original Indenture.

SECTION 204. Interest Rate and Interest Payment Dates. (a) The QUIDS will bear interest at the rate of 7 5/8% per annum from the date of original issuance until the principal thereof becomes due and payable, and on any overdue principal and (to the extent that payment of such interest is enforceable under applicable law) on any overdue installment of interest at the same rate per annum during such overdue period. Interest on the QUIDS will be payable quarterly (subject to deferral as set forth herein) in arrears on March 31, June

30, September 30 and December 31 of each year (each an "Interest Payment Date"), commencing March 31, 1996 to the persons in whose names the QUIDS are registered at the close of business on the relevant record date for such interest installment, which will be one Business Day prior to the relevant Interest Payment Date or, in the case of a Deferral Period (as described herein), one Business Day prior to the Interest Payment Date for such Deferral Period (each a "Record Date"); provided, however, that, in the event that any Interest Payment Date shall not be a Business Day, then interest shall be payable on the next day that is a Business Day (but without interest or other payment in respect of such delay), except that, if such Business Day is in the next succeeding calendar year, such payment shall be made on the immediately preceding Business Day without reduction in amount due to such early payment (and in which case the relevant Record Date shall be on the Business Day immediately preceding such Interest Payment Date), in each case with the same force and effect as if made on such Interest Payment Date, subject to certain rights of deferral described in Section 204(b) hereof.

The amount of interest payable in any period will be computed on the basis of twelve 30-day months and a 360-day year and, for any period shorter than a full quarterly interest period, will be computed on the basis of the actual number of days elapsed in such period.

(b) The provisions of Section 204(a) notwithstanding, the Company shall have the right at any time, on one or more occasions so long as an Event of Default with respect to the QUIDS has not occurred and is not continuing, to extend any interest payment period on the QUIDS for a period (a "Deferral Period") not to exceed 20 consecutive quarterly interest payment periods; provided that the date on which such Deferral Period ends must be an Interest Payment Date and must be no later than March 31, 2026 or any date on which any QUIDS are fixed for redemption. On the Interest Payment Date at the end of the Deferral Period, the Company shall pay all interest then accrued and unpaid, which shall be compounded quarterly at the rate of interest on the QUIDS (except to the extent prohibited by law) to the date of payment, to the persons in whose names the QUIDS are registered on the Record Date for such Deferral Period. The Company shall give the Holders of the QUIDS notice of its election to defer interest payments or to extend the Deferral Period ten Business Days prior to the earlier of (1) the next scheduled quarterly payment date and (2) the date the Company is required to give notice of the record date of such related interest payment to the New York Stock Exchange or other applicable self-regulatory organization or to the Holders of the QUIDS, but in any event not less than two Business Days prior to such record date. During the Deferral Period the Company shall not declare or pay any dividend on or redeem, purchase, acquire or make a liquidation payment with respect to, any of its Capital Stock or make any guaranty payment with respect to the foregoing, other than redemptions of any series of Capital Stock of the Company pursuant to the terms of any sinking fund provisions with respect thereto. During any Deferral Period, the Company may not (i) make any distributions, loans or guarantees for the benefit of, (ii) purchase, defease, redeem or otherwise acquire or retire for value any securities of or (iii) make any other investment in, any person directly or indirectly controlling or controlled by or under direct or indirect common control with the Company, for the purpose of, or to enable the payment of,

directly or indirectly, dividends on any equity securities of DTE Holdings, Inc. and its successors or assigns. During any Deferral Period, the Company may continue to extend the interest payment period by extending the Deferral Period, on one or more occasions, by notice given as aforesaid in this paragraph (b), provided that such Deferral Period, as extended, must end on an Interest Payment Date and in no event shall the aggregate Deferral Period, as extended, exceed 20 consecutive quarterly interest payment periods or extend beyond March 31, 2026 or any date on which QUIDS are fixed for redemption. No interest shall be due and payable during a Deferral Period except at the end thereof.

SECTION 205. Redemption of QUIDS. The QUIDS shall not be redeemable prior

to March 31, 2001. Thereafter, upon notice given by mailing the same, postage prepaid, at least 30 days and not more than 60 days prior to the date fixed for redemption, any or all of the QUIDS may be redeemed by the Company, at its option, at any time and from time to time, at a Redemption Price equal to 100% of the principal amount of the QUIDS to be redeemed plus accrued and unpaid interest thereon to the date fixed for redemption.

SECTION 206. Form of QUIDS. Attached hereto as Exhibit A is a form of the definitive QUIDS.

ARTICLE THREE

ADDITIONAL EVENTS OF DEFAULT AND COVENANTS

SECTION 301. Inapplicability of Certain Events of Default. The Events of Default set forth in Sections 601(4) and 601(8) of the Original Indenture shall not apply to the QUIDS. The omission by the Company to pay interest on the QUIDS during a Deferral Period as permitted by Section 204 shall not constitute an Event of Default under Section 601(1) of the Original Indenture.

ARTICLE FOUR

SUBORDINATION OF QUIDS

SECTION 401. QUIDS Subordinate to Senior Indebtedness. The Company for itself, its successors and assigns, covenants and agrees, and each Holder of QUIDS issued, whether upon original issue or upon transfer or assignment thereof, by its acceptance thereof likewise covenants and agrees, that the payment of principal of and interest on each and all of the QUIDS is hereby expressly subordinated, to the extent and in the manner hereinafter in this Article set forth, in right of payment to the prior payment in full of all existing and future Senior Indebtedness of the Company.

SECTION 402. Payments to Securityholders. (a) Upon (i) any acceleration of the principal amount due on the QUIDS or (ii) any payment or distribution of assets of the Company of any kind or character, whether in cash, property or securities, to creditors upon any dissolution or winding-up or total or partial liquidation or reorganization of the Company, whether voluntary or involuntary or in bankruptcy, insolvency, receivership or other proceedings, all principal, premium, if any, and interest, if any, due upon all Senior Indebtedness shall first be paid in full, or payment thereof provided for in money or money's worth in accordance with its terms, before any payment is made on account of the principal of or interest on the indebtedness evidenced by the QUIDS, and upon any such dissolution or winding-up or liquidation or reorganization any payment or distribution of assets of the Company of any kind or character, whether in cash, property or securities, to which the Holders of the QUIDS under the terms of this Supplemental Indenture would be entitled, except for the provisions hereof, shall (subject to the power of a court of competent jurisdiction to make other equitable provision reflecting the rights conferred by the provisions hereof upon the Senior Indebtedness and the holders thereof with respect to the QUIDS and the Holders thereof by a lawful plan of reorganization under applicable bankruptcy law), be paid by the Company or any receiver, trustee in bankruptcy, liquidating trustee, agent or other person making such payment or distribution, or by the Holders of the QUIDS if received by them, directly to the holders of Senior Indebtedness (pro rata to each such holder on the basis of the respective amounts of Senior Indebtedness held by such holder) or their representatives, to the extent necessary to pay all Senior Indebtedness (including interest thereon) in full, in money or money's worth, in accordance with its terms, after giving effect to any concurrent payment or distribution to or for the holders of

Senior Indebtedness, before any payment or distribution is made to the Holders of the indebtedness evidenced by the QUIDS. The consolidation of the Company with, or a merger of the Company into, another Person or the liquidation or

dissolution of the Company following the conveyance or transfer of its property as an entirety, or substantially as an entirety, to another Person upon the terms and conditions provided in Section 901 of the Original Indenture shall not be deemed a dissolution, winding-up, liquidation or reorganization for the purposes of this Section 402(a).

(b) In the event that any payment or distribution of assets of the Company of any kind or character not permitted by Section 402(a), whether in cash, property or securities, shall be received by the Trustee or the Holders of QUIDS before all Senior Indebtedness is paid in full, or provision made for such payment, in accordance with its terms, upon written notice to the Trustee or, as the case may be, such Holder, such payment or distribution shall be held in trust for the benefit of, and shall be paid over or delivered to, the holders of such Senior Indebtedness or their representative or representatives, or to the Trustee or trustees under any indenture pursuant to which any instruments evidencing any of such Senior Indebtedness may have been issued, as their respective interests may appear, for application to the payment of all Senior Indebtedness remaining unpaid to the extent necessary to pay all such Senior Indebtedness in full in accordance with its terms, after giving effect to any concurrent payment or distribution to the holders of such Senior Indebtedness. Nothing in this Article shall apply to claims of, or payments to, the Trustee under or pursuant to Section 706 of the Original Indenture. In addition, nothing in this Article shall prevent the Company from making or the Trustee from receiving or applying any payment in connection with the redemption of the QUIDS if the first publication of notice of such redemption (whether by mail or otherwise in accordance with this Supplemental Indenture) has been made, and the Trustee has received such payment from the Company, prior to the occurrence of any of the contingencies specified in this Section 402.

(c) No payment on account of principal of or interest on the QUIDS shall be made unless full payment of amounts then due for principal, premium, if any, sinking funds and interest on any Senior Indebtedness has been made or duly provided for in money or money's worth in accordance with the terms of such Senior Indebtedness. No payment on account of principal or interest on the QUIDS shall be made if, at the time of such payment or immediately after giving effect thereto, (i) there shall exist a default in the payment of principal, premium, if any, sinking fund or interest with respect to any Senior Indebtedness, or (ii) there shall have occurred an event of default (other than a default in the payment of principal, premium, if any, sinking funds or interest) with respect to any Senior Indebtedness, as defined therein or in the instrument under which the same is outstanding, permitting the holders thereof to accelerate the maturity thereof and upon written notice thereof given to the Trustee, with a copy to the Company (the delivery of which shall not affect the validity of the notice to the Trustee), and such event of default shall not have been cured or waived or shall not have ceased to exist, provided, however, that if the holders of the Senior Indebtedness to which the default relates have not declared such Senior Indebtedness to be immediately due and payable within 180 days after the occurrence of such default (or have declared such Senior Indebtedness to be immediately due and payable and within such period have rescinded such declaration of acceleration), then the Company shall resume making any and all required payments in respect of the QUIDS (including any missed payments). Only one payment blockage period under the immediately preceding sentence may be commenced within any consecutive 365-day period with respect to the QUIDS of any series. No event of default which existed or was continuing on the date of the commencement of any 180-day payment blockage period with respect to the Senior Indebtedness initiating such payment blockage period shall be, or be made, the basis for the commencement of a second payment blockage period by a Holder or representative of such Senior Indebtedness whether or not within a period of 365 consecutive days unless such event of default shall have been cured or waived for a period of not less than 90 consecutive days (and, in the case of any such waiver, no payment shall be made by the Company to the holders of Senior Indebtedness in connection with such waiver other than amounts due pursuant to the terms of the Senior Indebtedness as in effect at the time of such default).

SECTION 403. Subrogation to Rights of Holders of Senior Indebtedness. From and after the payment in full of all Senior Indebtedness, the Holders of the QUIDS (together with the holders of any other indebtedness of the Company which is subordinate in right of payment to the payment in full of all Senior

Indebtedness, which is not subordinate in right of payment to the QUIDS and which by its terms grants such right of subrogation to the holder thereof) shall be subrogated to the rights of the holders of Senior Indebtedness to receive payments or distributions of assets or securities of the Company applicable to the Senior Indebtedness until the QUIDS shall be paid in full, and, for the purposes of such subrogation, no such payments or distributions to the holders of Senior Indebtedness of assets or securities, which otherwise would have been payable or distributable to Holders of the QUIDS, shall, as between the Company, its creditors other than the holders of Senior Indebtedness, and the Holders of the QUIDS, be deemed to be a payment by the Company to or on account of the Senior Indebtedness, it being understood that the provisions of this Article are and are intended solely for the purpose of defining the relative rights of the Holders of the QUIDS, on the one hand, and the holders of the Senior Indebtedness, on the other hand, and nothing contained herein is intended to or shall impair as between the Company, its creditors other than the holders of Senior Indebtedness, and the Holders of the QUIDS, the obligation of the Company, which is unconditional and absolute, to pay to the Holders of the QUIDS the principal of, premium, if any, and interest, if any, on the QUIDS as and when the same shall become due and payable in accordance with their terms, or to affect the relative rights of the Holders of the QUIDS and creditors of the Company other than the holders of the Senior Indebtedness, nor shall anything herein or therein prevent the Trustee or the Holder of QUIDS from exercising all remedies otherwise permitted by applicable law upon default hereunder with respect to the QUIDS subject to the rights of the holders of Senior Indebtedness, under Section 402, to receive cash, property or securities of the Company otherwise payable or deliverable to the Trustee or the Holders of the QUIDS or to a representative of such Holders, on their behalf.

Upon any distribution or payment in connection with any proceedings or sale referred to in Section 402(a), the Trustee and each Holder of the QUIDS then Outstanding, shall be entitled to rely upon a certificate of the liquidating trustee or agent or other Person making any distribution or payment to the Trustee or such Holder for the purpose of ascertaining the holders of Senior Indebtedness entitled to participate in such payment or distribution, the amount of such Senior Indebtedness or the amount payable thereon, the amount or amounts paid or distributed thereon and all other facts pertinent thereto or to this Article.

SECTION 404. No Impairment of Subordination. Nothing contained in this Article or elsewhere in this Supplemental Indenture or the QUIDS shall prevent at any time the Company from making payments at any time of principal of or interest on the QUIDS, except under the conditions described in Section 402 or during the pendency of any proceedings or sale therein referred to.

SECTION 405. Trustee to Effectuate Subordination. Each Holder of a Subordinated Security by his acceptance thereof, whether upon original issue or upon transfer or assignment, authorizes and directs the Trustee on his behalf to take such action as may be necessary or appropriate to effectuate the subordination provisions in this Article and appoints the Trustee his attorney-in-fact for any and all such purposes.

No rights of any present or future holder of any Senior Indebtedness to enforce subordination as herein provided shall at any time in any way be prejudiced or impaired by any act or failure to act on the part of the Trustee or any Holder of the QUIDS then Outstanding, or by any act or failure to act, in good faith, by any such holder, or by any noncompliance by any such holder, with the terms, provisions and covenants of this Supplemental Indenture, regardless of any knowledge thereof which any such holder may have or otherwise be charged with.

Without in any way limiting the generality of the foregoing paragraph, the holders of Senior Indebtedness may, at any time and from time to time, without the consent of or notice to the Holders of the QUIDS, without incurring

responsibility to the Holders of the QUIDS and without impairing or releasing the subordination provided in this Article or the obligations of the Holders of the QUIDS to the holders of Senior Indebtedness, do any one or more of the following: (i) change the manner, place or terms of payment of, or renew or alter, Senior Indebtedness, or otherwise amend or supplement in any manner Senior Indebtedness of any instrument evidencing the same or any agreement under which Senior Indebtedness is outstanding; (ii) sell, exchange, release or otherwise deal with any property pledged, mortgaged or otherwise securing

Senior Indebtedness; (iii) release any Person liable in any manner for the collection of Senior Indebtedness; and (iv) exercise or refrain from exercising any rights against the Company and any other Person.

SECTION 406. Notice to Trustee. The Company shall give prompt written notice to the Trustee in the form of an Officers' Certificate of any fact known to the Company which would prohibit the making of any payment of money to or by the Trustee in respect of the QUIDS pursuant to the provisions of this Article. Notwithstanding the provisions of this Article or any other provisions of this Supplemental Indenture, the Trustee shall not be charged with knowledge of the existence of any facts which would prohibit the making of any payment to or by the Trustee in respect of the QUIDS pursuant to the provisions of this Article, unless and until the Trustee shall have received at its Corporate Trust Office written notice thereof from the Company or a holder or holders of Senior Indebtedness or from any trustee therefor at least two Business Days prior to such payment date; and, prior to the receipt of any such written notice, the Trustee, shall be entitled in all respects to assume that no such facts exist.

The Trustee shall be entitled to rely on the delivery to it of a written notice by a Person representing himself to be a holder of Senior Indebtedness (or a trustee on behalf of such holder) to establish that such notice has been given by a holder of Senior Indebtedness or a trustee on behalf of any such holder. In the event that the Trustee determines in good faith that further evidence is required with respect to the right of any Person as a holder of Senior Indebtedness to participate in any payment or distribution pursuant to this Article, the Trustee may request such Person to furnish evidence to the reasonable satisfaction of the Trustee as to the amount of Senior Indebtedness held by such Person, the extent to which such Person is entitled to participate in such payment or distribution and any other facts pertinent to the rights of such Person under the Article, and, if such evidence is not furnished, the Trustee may defer any payment to such Person pending judicial determination as to the right of such Person to receive such payment.

SECTION 407. Reliance on Certificate of Liquidating Agent. Upon any payment or distribution referred to in this Article, the Trustee, and the Holders of the QUIDS shall be entitled to rely upon any order or decree entered by any court of competent jurisdiction in which a dissolution, winding up or total or partial liquidation or reorganization of the Company is pending, or a certificate of the trustee in bankruptcy, liquidating trustee, custodian, receiver, assignee for the benefit of creditors, agent or other Person making such payment or distribution, delivered to the Trustee or to the Holders of the QUIDS, for the purpose of ascertaining the Persons entitled to participate in such distribution, the holders of the Senior Indebtedness and other indebtedness of the Company, the amount thereof or payable thereon, the amount or amounts paid or distributed thereon and all other facts pertinent thereto or to this Article.

SECTION 408. Trustee Not Fiduciary for Holders of Senior Indebtedness. The Trustee shall not be deemed to owe any fiduciary duty to the holders of Senior Indebtedness and shall not be liable to any such holders if it shall in good faith mistakenly pay over or distribute to Holders of the QUIDS of any series or to the Company or to any other Person cash, property or securities to which any holders of Senior Indebtedness shall be entitled by virtue of this Article or otherwise.

SECTION 409. Rights of Trustee as Holder of Senior Indebtedness. The

Trustee in its individual capacity shall be entitled to all the rights set forth in this Article with respect to any Senior Indebtedness which may at any time be held by it, to the same extent as any other holder of Senior Indebtedness, and nothing in this Supplemental Indenture shall deprive the Trustee of any of its rights as such holder.

SECTION 410. Article Applicable to Paying Agent. In case at any time any Paying Agent other than the Trustee shall have been appointed by the Company and be then acting hereunder, the term "Trustee" as used in this Article shall in such case (unless the context shall otherwise require) be construed as extending to and including such Paying Agent within its meaning as fully for all intents and purposes as if such Paying Agent were named in this Article in addition to or in place of the Trustee; provided, however, that this Section shall not apply to the Company or any Affiliate of the Company if it or such Affiliate acts as Paying Agent.

ARTICLE FIVE

MISCELLANEOUS PROVISIONS

The Trustee makes no undertaking or representations in respect of, and shall not be responsible in any manner whatsoever for and in respect of, the validity or sufficiency of this Fifth Supplemental Indenture or the proper authorization or the due execution hereof by the Company or for or in respect of the recitals and statements contained herein, all of which recitals and statements are made solely by the Company.

Except as expressly amended hereby, the Original Indenture shall continue in full force and effect in accordance with the provisions thereof and the Original Indenture is in all respects hereby ratified and confirmed. This Fifth Supplemental Indenture and all its provisions shall be deemed a part of the Original Indenture in the manner and to the extent herein and therein provided.

This Fifth Supplemental Indenture shall be governed by, and construed in accordance with, the laws of the State of New York.

This Fifth Supplemental Indenture may be executed in any number of counterparts, each of which so executed shall be deemed to be an original, but all such counterparts shall together constitute but one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have caused this Fifth Supplemental Indenture to be duly executed, and their respective corporate seals to be hereunto affixed and attested, all as of the day and year first above written.

THE DETROIT EDISON COMPANY

By:

Name:
Title:

ATTEST:
By:
- ---
Elaine M. Godfrey
Assistant Corporate Secretary

[Corporate Seal]

STATE OF MICHIGAN)
) :
COUNTY OF WAYNE)

On the day of February 1996, 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 described in and which executed the foregoing instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by authority of the Board of Directors of said corporation, and he signed his name thereto by like authority.

, Notary Public

My Commission Expires

[Notarial Seal]

11

BANKERS TRUST COMPANY,
as Trustee
By:

Name: Scott Thiel
Title: Assistant Vice President

ATTEST:
By:

Shafiq Jadavji
Assistant Treasurer

[Corporate Seal]

STATE OF NEW YORK)
) :
COUNTY OF NEW YORK)

On the 8th day of February 1996, before me personally came Scott Thiel, to me known, who, being by me duly sworn, did depose and say that he is Assistant Vice President of BANKERS TRUST COMPANY, one of the corporations described in and which executed the foregoing instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by authority of the Board of Directors of said corporation, and she signed her name thereto by like authority.

Carol Allen
Notary Public, State of New York
No. 24-4920187
Qualified in Kings County
Commission Expires 2-16-96

[Notarial Seal]

12

EXHIBIT A

THIS NOTE IS A GLOBAL NOTE WITHIN THE MEANING OF THE INDENTURE HEREINAFTER REFERRED TO AND IS REGISTERED IN THE NAME OF A DEPOSITORY OR A NOMINEE OF A

DEPOSITORY. UNLESS AND UNTIL IT IS EXCHANGED IN WHOLE OR IN PART FOR NOTES IN CERTIFICATED FORM, THIS NOTE MAY NOT BE TRANSFERRED EXCEPT AS A WHOLE BY THE DEPOSITORY TRUST COMPANY, A NEW YORK CORPORATION ("DTC"), TO A NOMINEE OF DTC OR BY DTC OR ANY SUCH NOMINEE TO A SUCCESSOR OF DTC OR A NOMINEE OF SUCH SUCCESSOR. UNLESS THIS NOTE IS PRESENTED BY AN AUTHORIZED REPRESENTATIVE OF DTC TO THE ISSUER OR ITS AGENT FOR REGISTRATION OF TRANSFER, EXCHANGE OR PAYMENT, AND ANY NOTE ISSUED IS REGISTERED IN THE NAME OF CEDE & CO. OR IN SUCH OTHER NAME AS REQUESTED BY AN AUTHORIZED REPRESENTATIVE OF DTC (AND ANY PAYMENT HEREON IS MADE TO CEDE & CO., OR TO SUCH OTHER ENTITY AS IS REQUESTED BY AN AUTHORIZED REPRESENTATIVE OF DTC) ANY TRANSFER, PLEDGE OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY A PERSON IS WRONGFUL, INASMUCH AS THE REGISTERED OWNER HEREOF, CEDE & CO., HAS AN INTEREST HEREIN.

THIS NOTE HAS BEEN ISSUED WITH ORIGINAL ISSUE DISCOUNT ("OID") FOR U.S. FEDERAL INCOME TAX PURPOSES. THE FOLLOWING INFORMATION IS PROVIDED SOLELY FOR PURPOSES OF APPLYING THE FEDERAL INCOME TAX OID RULES TO THIS NOTE:

NO. R-1 $185,000,000

THE DETROIT EDISON COMPANY
7 5/8% JUNIOR SUBORDINATED
DEFERRABLE INTEREST DEBENTURE
DUE 2026

ISSUE PRICE	ISSUE DATE	CUSIP NO.
$ 25.00	February 13, 1996	250847712

THE DETROIT EDISON COMPANY, a corporation duly organized and existing under the laws of the State of Michigan (herein referred to as the "Company", which term includes any successor corporation under the Indenture hereinafter referred to), for value received, hereby promises to pay to Cede & Co., or registered assigns, the principal sum of One hundred eighty-five million Dollars ($185,000,000) on March 31, 2026 and to pay interest at the rate of 7 5/8% per annum on said principal sum from the date of issuance until the principal of this Debenture ("Note") hereof becomes due and payable, and on any overdue principal and (to the extent that payment of such interest is enforceable under applicable law) on any overdue installment of interest at the same rate per annum during such overdue period. Interest on this Note will be payable quarterly (subject to deferral as set forth herein) in arrears on March 31, June 30, September 30 and December 31 of each year (each such date, an "Interest Payment Date"), commencing March 31, 1996.

The amount of interest payable for any period shall be computed on the basis of twelve 30-day months and a 360-day year and, for any period shorter than a full quarterly interest period, will be computed on the basis of the actual number of days elapsed in such period. In the event that any date on which interest is payable on this Note is not a Business Day, then payment of the amount payable on such date will be made on the next succeeding day which is a Business Day (and without any interest or other payment in respect of any such delay), except that, if such Business Day is in the next succeeding calendar year, such payment shall be made on the immediately preceding Business Day without reduction in the amount due to such early payment (and in which case the relevant Record Date shall be on the Business Day immediately preceding such

Interest Payment Date), in each case with the same force and effect as if made on such date, subject to certain rights of deferral described below. A "Business Day" shall mean each Monday, Tuesday, Wednesday, Thursday and Friday which is not a day on which banking institutions located in the State of Michigan or in

the state in which the principal corporate trust office of the Trustee is located are authorized or obligated by or pursuant to law or executive order to close. The interest installment so payable, and punctually paid or duly provided for, on any Interest Payment Date (other than interest payable on redemption or maturity) will, as provided in the Indenture (as defined herein), be paid to the person in whose name this Note (or one or more Predecessor Notes, as defined in said Indenture) is registered at the close of business on the relevant record date for such interest installment, which shall be one Business Day prior to the relevant Interest Payment Date or, in the case of a Deferral Period (as defined in the Indenture), one Business Day prior to Interest Payment Date for such Deferral Period (each a "Record Date"). Interest payable on redemption or maturity shall be payable to the person to whom the principal is paid. Any such interest installment not punctually paid or duly provided for shall forthwith cease to be payable to the registered holders on such Record Date, and may be paid to the person in whose name this Note (or one or more Predecessor Notes) is registered at the close of business on a special record date to be fixed by the Trustee for the payment of such defaulted interest, notice whereof shall be given to the registered holders of this series of Notes not less than 10 days prior to such special record date, or may be paid at any time in any other lawful manner not inconsistent with the requirements of any securities exchange on which the Notes may be listed, and upon such notice as may be required by such exchange, all as more fully provided in the Indenture. The principal of and the interest on this Note shall be payable at the office or agency of the Company maintained for that purpose in the Borough of Manhattan, The City of New York, in any coin or currency of the United States of America which at the time of payment is legal tender for payment of public and private debts; provided, however, that payment of interest may be made at the option of the Company by check mailed to the registered holder at the close of business on the Record Date at such address as shall appear in the Security Register.

Payment of the principal of and interest on this Note is, to the extent provided in the Indenture, subordinated and subject in right of payment to the prior payment in full of all existing and future Senior Indebtedness, as defined in the Indenture, of the Company and this Note is issued subject to the provisions of the Indenture with respect thereto. Each registered holder of this Note, by accepting the same, (a) agrees to and shall be bound by such provisions, (b) authorizes and directs the Trustee on his or her behalf to take such action as may be necessary or appropriate to acknowledge or effectuate the subordination so provided and (c) appoints the Trustee as his or her attorney-in-fact for any and all such purposes. Each registered holder hereof, by his or her acceptance hereof, hereby waives all notice of the acceptance of the subordination provisions contained herein and in the Indenture by each holder of Senior Indebtedness, whether now outstanding or hereafter incurred, and waives reliance by each such holder upon said provisions.

This Note shall not be entitled to any benefit under the Indenture hereinafter referred to, be valid or become obligatory for any purpose until the Certificate of Authentication hereon shall have been signed by or on behalf of the Trustee.

Unless the Certificate of Authentication hereon has been executed by the Trustee or a duly appointed Authentication Agent referred to herein, this Note shall not be entitled to any benefit under the Indenture or be valid or obligatory for any purpose.

This Note is one of a duly authorized series of Notes of the Company (herein sometimes referred to as the "Notes"), specified in the Indenture, all issued or to be issued in one or more series under and pursuant to a Collateral Trust Indenture dated as of June 30, 1993 (the "Original Indenture") duly executed and delivered between the Company and Bankers Trust Company, a national banking association organized and existing under the laws of the United States, as Trustee (herein referred to as the "Trustee"), as supplemented by the First Supplemental Indenture dated as of June 30, 1993, a Second Supplemental Indenture dated as of September 15, 1993, a Third Supplemental Indenture dated as of August 15, 1994, as amended, a Fourth Supplemental Indenture dated as of August 15, 1995 and a Fifth Supplemental Indenture dated as of February 1, 1996 (together with the Original Indenture, the "Indenture") between the Company and the Trustee, to which Indenture and all indentures supplemental thereto

reference is hereby made for a description of the respective rights, limitations of rights, obligations, duties and immunities thereunder of the

Trustee, the Company and the registered holders of the Notes and of the terms upon which the Notes are, and are to be, authenticated and delivered. By the terms of the Indenture, the Notes are issuable in series which may vary as to amount, date of maturity, rate of interest and in other respects as in the Indenture provided. This series of Notes is limited in aggregate principal amount as specified in said Fifth Supplemental Indenture.

Notwithstanding the provisions of the Original Indenture, this Note shall be without benefit of any security and shall be subordinated to Senior Indebtedness (as defined in the Indenture) as and to the extent provided in Article Four of said Fifth Supplemental Indenture. This Note shall not have the benefit of the provisions of Article Four of the Original Indenture and shall not have the benefit of, or be subject to, the other related provisions of the Original Indenture relating to the grant of security, including (for avoidance of doubt and not for purposes of limitation) the Granting Clause, the definitions of "Deliverable Mortgage Bonds," "Deliverable Securities," "Designated Mortgage Bonds," "Grant," "Mortgage," "Mortgage Bonds," "Mortgage Trustee," "Previously Delivered Mortgage Bonds," and "Trust Estate," Section 301(20), Section 301(a)(v), (ix), (x) and (xi), Sections 301(b)(ii) and (iii), and Section 301(d). In addition, the Events of Default set forth in Sections 601(4) and 601(8) of the Original Indenture shall not apply to this Note. The omission by the Company to pay interest on this Note during a Deferral Period as permitted by Section 204 of said Fifth Supplemental Indenture shall not constitute an Event of Default under Section 601(1) of the Original Indenture.

The Company shall have the right to redeem this Note at the option of the Company, without premium or penalty, in whole or in part, at any time on or after March 31, 2001 and prior to maturity at a redemption price equal to 100% of the principal amount redeemed plus the accrued and unpaid interest thereon to the date fixed for redemption. Any redemption pursuant to this paragraph will be made upon not less than 30 nor more than 60 days notice. If the Notes are only partially redeemed by the Company, the Notes will be redeemed pro rata or by lot or by any other method utilized by the Trustee; provided that if at the time of redemption, the Notes are registered as a Global Note, the Depositary shall determine by lot the principal amount of such Notes held by each Note holder to be redeemed.

In the event of redemption of this Note in part only, a new Note or Notes of this series for the unredeemed portion hereof will be issued in the name of the registered holder hereof upon the cancellation hereof.

In case an Event of Default, as defined in the Indenture, shall have occurred and be continuing, the principal of all of the Notes may be declared, and upon such declaration shall become, due and payable, in the manner, with the effect and subject to the conditions provided in the Indenture.

The Indenture contains provisions for defeasance at any time of the entire indebtedness of this Note upon compliance by the Company with certain conditions set forth therein.

The Indenture contains provisions permitting the Company and the Trustee, with the consent of the registered holders of not less than a majority in aggregate principal amount of the outstanding Notes of each series affected at the time, as defined in the Indenture, to execute supplemental indentures for the purpose of adding any provisions to or changing in any manner or eliminating any of the provisions of the Indenture or of any supplemental indenture or of modifying in any manner the rights of the registered holders of the Notes; provided, however, that no such supplemental indenture shall (i) extend the fixed maturity of any Notes of any series, or reduce the principal amount thereof, or reduce the rate of or extend the time of payment of interest thereon, or reduce any premium payable upon the redemption thereof, without the

consent of the registered holder of each Note so affected or (ii) reduce the aforesaid percentage of Notes, the registered holders of which are required to consent to any such supplemental indenture, without the consent of the registered holders of each Note then outstanding and affected thereby. The Indenture also contains provisions permitting (i) the registered holders of at least 66 2/3% in aggregate principal amount of the Notes of all series at the time outstanding affected thereby, on behalf of the registered holders of the Notes of such series, to waive compliance by the Company with certain provisions of the Indenture and (ii) the registered holders of a majority in aggregate principal amount of the Notes of all series at the time outstanding affected thereby, on

behalf of the registered holders of the Notes of such series, to waive certain past defaults under the Indenture and their consequences. Any such consent or waiver by the registered holder of this Note (unless revoked as provided in the Indenture) shall be conclusive and binding upon such registered holder and upon all future registered holders and owners of this Note and of any Note issued in exchange hereof or in place hereof (whether by registration of transfer or otherwise), irrespective of whether or not any notation of such consent or waiver is made upon this Note.

No reference herein to the Indenture and no provision of this Note or of the Indenture shall alter or impair the obligation of the Company, which is absolute and unconditional, to pay the principal of and interest on this Note at the time and place and at the rate and in the coin or currency herein prescribed.

The Company shall have the right at any time, on one or more occasions, so long as an Event of Default has not occurred and is not continuing under the Indenture with respect to the Notes, to extend any interest payment period on this Note to a period not to exceed 20 consecutive quarterly interest payment periods and, as a consequence, the quarterly interest payment on the Notes would be deferred (but would continue to accrue with interest thereon compounded quarterly at the rate of interest on the Notes, except as provided by law) during any such Deferral Period (as defined in the Indenture). At the end of each Deferral Period, the Company shall pay all interest then accrued and unpaid (compounded quarterly, at the rate of interest on the Notes, except to the extent provided by law) to the persons in whose name the QUIDS are registered on the Record Date for such Deferral Period. In the event the Company exercises this right, the Company shall not declare or pay any dividends on, or redeem, purchase, acquire or make a liquidation payment with respect to, any of its Capital Stock (as defined in the Indenture) or make any guarantee payments with respect to the foregoing during such Deferral Period, other than redemptions of any series of Capital Stock of the Company pursuant to the terms of any sinking fund provisions with respect thereto. In addition, during any Deferral Period, the Company may not (i) make any distributions, loans or guarantees for the benefit of, (ii) purchase, defease, redeem or otherwise acquire or retire for value any securities of or (iii) make any other investment in any person directly or indirectly controlling or controlled by or under direct or indirect common control with the Company, for the purpose of, or to enable the payment of, directly or indirectly, dividends on any equity security of DTE Energy Company and its successors or assigns. During any Deferral Period, the Company may continue to extend the interest payment period by extending the Deferral Period; provided that the aggregate Deferral Period, as extended, must end on an Interest Payment Date and in no event shall the aggregate Deferral Period exceed 20 consecutive quarterly interest payment periods or extend beyond the maturity of the Notes or any date on which any of the Notes are fixed for redemption. No interest shall be due and payable on the Notes during a Deferral Period except at the end thereof. The Company shall give the registered holders of Notes notice of its election to defer interest payments or to extend the Deferral Period ten Business Days prior to the earlier of (i) the next scheduled quarterly payment date or (ii) the date the Company is required to give notice of the record date of such related interest payment to the New York Stock Exchange or other applicable self-regulatory organization or to the holders of

the Notes, but in any event not less than two Business Days prior to such record date.

As provided in the Indenture and subject to certain limitations therein set forth, the transfer of this Note is registrable in the Security Register of the Company, upon surrender of this Note for registration of transfer at the office or agency of the Company in any place where the principal of and any interest on this Note are payable or at such other offices or agencies as the Company may designate, duly endorsed by or accompanied by a written instrument or instruments of transfer in form satisfactory to the Company and the Security Registrar or any transfer agent duly executed by the registered holder hereof or his or her attorney duly authorized in writing, and thereupon one or more new Notes of this series and of like tenor, of authorized denominations and for the same aggregate principal amount will be issued to the designated transferee or transferees. No service charge will be made for any such transfer, but the Company may require payment of a sum sufficient to cover any tax or other governmental charge payable in relation thereto.

Prior to due presentment for registration of transfer of this Note, the Company, the Trustee, any paying agent and any Note Registrar may deem and treat the registered holder hereof as the absolute owner hereof (whether or not this Note shall be overdue and notwithstanding any notice of ownership or writing hereon made by anyone other than the Note Registrar) for the purpose of receiving payment of or on account of the

principal hereof and interest due hereon and for all other purposes, and neither the Company nor the Trustee nor any paying agent nor any Note Registrar shall be affected by any notice to the contrary.

The Notes of this series are issuable only in fully registered form without coupons in denominations of $25 and any integral multiple thereof. This Global Note is exchangeable for Notes in definitive form only under certain limited circumstances set forth in the Indenture. Notes of this series so issued are issuable only in registered form without coupons in denominations of $25 and any integral multiple thereof. As provided in the Indenture and subject to certain limitations therein set forth, Notes of this series are exchangeable for a like aggregate principal amount of Notes of this series of a different authorized denomination, as requested by the registered holder surrendering the same.

As set forth in, and subject to the provisions of, the Indenture, no registered owner of any Note will have any right to institute any proceeding with respect to the Indenture or for any remedy thereunder, unless (i) such registered owner shall have previously given to the Trustee written notice of a continuing Event of Default with respect to the Notes of this series, (ii) the registered owners of not less than 25% in principal amount of the outstanding Notes of this series shall have made written request, and offered reasonable indemnity, to the Trustee to institute such proceeding as trustee, (iii) the Trustee shall have failed to institute such proceeding within 60 days and (iv) the Trustee shall not have received from the registered owners of a majority in principal amount of the outstanding Notes of this series a direction inconsistent with such request within such 60-day period; provided, however, that such limitations do not apply to a suit instituted by the registered owner hereof for the enforcement of payment of the principal of or any interest on this Note on or after the respective due dates expressed herein, subject to deferral as set forth herein.

All terms used in this Note which are defined in the Indenture shall have the meanings assigned to them in the Indenture.

IN WITNESS WHEREOF, the Company has caused this Instrument to be executed.

THE DETROIT EDISON COMPANY

By

L. L. Loomans
Vice President and Treasurer

Attest:

By

Susan M. Beale
Vice President and Corporate Secretary

[Corporate Seal]

CERTIFICATE OF AUTHENTICATION

This is one of the Notes of the series of Notes described in the withinmentioned Indenture.

BANKERS TRUST COMPANY
as Trustee

By

Authorized Signatory

Date:

FOR VALUE RECEIVED, the undersigned hereby sell(s), assign(s) and transfer(s) unto

---
(Please insert Social Security or Other Identifying Number of Assignee)

(please print or type name and address, including zip code of assignee)

the within Note and all rights thereunder, hereby irrevocably constituting and appointing such person attorneys to transfer the within Note on the books of the Issuer, with full power of substitution in the premises.

Dated:

NOTICE: The signature of this assignment must correspond with the name as written upon the face of the within Note in every particular, without alteration or enlargement or any change whatever and NOTICE: Signature(s) must be guaranteed by a financial institution that is a member of the Securities Transfer Agents Medallion Program ("STAMP"), the Stock Exchange, Inc. Medallion Signature Program ("MSP"). When assignment is made by a guardian, trustee, executor or administrator, an officer of a corporation, or anyone in a representative capacity, proof of his or her authority to act must accompany this Note.

1

EXHIBIT 4-15

CONFORMED COPY

THE DETROIT EDISON COMPANY
(2000 Second Avenue,
Detroit, Michigan 48226)

TO
BANKERS TRUST COMPANY
(Four Albany Street,
New York, New York 10015)

AS TRUSTEE

INDENTURE
Dated as of April 1, 1991

SUPPLEMENTAL TO MORTGAGE AND DEED OF TRUST
DATED AS OF OCTOBER 1, 1924

PROVIDING FOR

(A) GENERAL AND REFUNDING MORTGAGE BONDS, 1991 SERIES AP, DUE JULY 15, 2008

AND

(B) RECORDING AND FILING DATA

2

TABLE OF CONTENTS*

- ----------

* This Table of Contents shall not have any bearing upon the interpretation of any of the terms or provisions of this Indenture.

PARTIES. SUPPLEMENTAL INDENTURE, dated as of the first day of April, in the year one thousand nine hundred and ninety-one, between THE DETROIT EDISON COMPANY, a corporation organized and existing under the laws of the State of Michigan and a transmitting utility (hereinafter called the "Company"), party of the first part, and BANKERS TRUST COMPANY, a corporation organized and existing under the laws of the State of New York, having its corporate trust office at Four Albany Street, in the Borough of Manhattan, The City and State of New York, as Trustee under the Mortgage and Deed of Trust hereinafter mentioned (hereinafter called the "Trustee"), party of the second part.

ORIGINAL INDENTURE AND SUPPLEMENTALS. WHEREAS, the Company has heretofore executed and delivered its Mortgage and Deed of Trust (hereinafter referred to as the "Original Indenture"), dated as of October 1, 1924, to the Trustee, for the security of all bonds of the Company outstanding thereunder, and pursuant to the terms and provisions of the Original Indenture, indentures dated as of, respectively, June 1, 1925, August 1, 1927, February 1, 1931, June 1, 1931, October 1, 1932, September 25, 1935, September 1, 1936, November 1, 1936, February 1, 1940, December 1, 1940, September 1, 1947, March 1, 1950, November 15, 1951, January 15, 1953, May 1, 1953, March 15, 1954, May 15, 1955, August 15, 1957, June 1, 1959, December 1, 1966, October 1, 1968, December 1, 1969, July 1, 1970, December 15, 1970, June 15, 1971, November 15, 1971, January 15, 1973, May 1, 1974, October 1, 1974, January 15, 1975, November 1, 1975, December 15, 1975, February 1, 1976, June 15, 1976, July 15, 1976, February 15, 1977, March 1, 1977, June 15, 1977, July 1, 1977, October 1, 1977, June 1, 1978, October 15, 1978, March 15, 1979, July 1, 1979, September 1, 1979, September 15, 1979, January 1, 1980, April 1, 1980, August 15, 1980, August 1, 1981, November 1, 1981, June 30, 1982, August 15, 1982, June 1, 1983, October 1, 1984, May 1, 1985, May 15, 1985, October 15, 1985, April 1, 1986, August 15, 1986, November 30, 1986, January 31, 1987, April 1, 1987, August 15, 1987, November 30, 1987, June 15, 1989, July 15, 1989, December 1, 1989, February 15, 1990 and November 1, 1990 supplemental to the Original Indenture, have heretofore been entered into between the Company and the Trustee (the Original Indenture and all indentures supplemental thereto together being hereinafter sometimes referred to as the "Indenture"); and

ISSUE OF BONDS UNDER INDENTURE.

WHEREAS, the Indenture provides that said bonds shall be issuable in one or more series, and makes provision that the rates of interest and dates for the payment thereof, the date of maturity or dates of maturity, if of serial maturity, the terms and rates of optional redemption (if redeemable), the forms of registered bonds without coupons of any series and any other provisions and agreements in respect thereof, in the Indenture provided and permitted, as the Board of Directors may determine, may be expressed in a supplemental indenture to be made by the Company to the Trustee thereunder; and

BONDS HERETOFORE ISSUED.

WHEREAS, bonds in the principal amount of Five billion six hundred thirty-two million two hundred eighty-two thousand dollars ($5,632,282,000) have heretofore been issued under the Indenture as follows, viz:

(1) Bonds of Series A -- Principal Amount $26,016,000,
(2) Bonds of Series B -- Principal Amount $23,000,000,
(3) Bonds of Series C -- Principal Amount $20,000,000,
(4) Bonds of Series D -- Principal Amount $50,000,000,
(5) Bonds of Series E -- Principal Amount $15,000,000,
(6) Bonds of Series F -- Principal Amount $49,000,000,
(7) Bonds of Series G -- Principal Amount $35,000,000,
(8) Bonds of Series H -- Principal Amount $50,000,000,
(9) Bonds of Series I -- Principal Amount $60,000,000,
(10) Bonds of Series J -- Principal Amount $35,000,000,
(11) Bonds of Series K -- Principal Amount $40,000,000,
(12) Bonds of Series L -- Principal Amount $24,000,000,
(13) Bonds of Series M -- Principal Amount $40,000,000,
(14) Bonds of Series N -- Principal Amount $40,000,000,

(15) Bonds of Series O -- Principal Amount $60,000,000,
(16) Bonds of Series P -- Principal Amount $70,000,000,
(17) Bonds of Series Q -- Principal Amount $40,000,000,
(18) Bonds of Series W -- Principal Amount $50,000,000,
(19) Bonds of Series BB -- Principal Amount $50,000,000,
(20) Bonds of Series CC -- Principal Amount $50,000,000,
(21) Bonds of Series UU -- Principal Amount $100,000,000,
(22-29) Bonds of Series DDP Nos. 1-8 -- Principal Amount $6,400,000,
(30-41) Bonds of Series FFR Nos. 1-12 -- Principal Amount $8,000,000,
(42-56) Bonds of Series GGP Nos. 1-6 and 8-16 -- Principal Amount $8,355,000,
(57-70) Bonds of Series IIP Nos. 1-6 and 8-15 -- Principal Amount $490,000,
(71-76) Bonds of Series JJP Nos. 1-6 -- Principal Amount $690,000,
(77-82) Bonds of Series KKP Nos. 1-6 -- Principal Amount $1,590,000,
(83-97) Bonds of Series LLP Nos. 1-7 and 8-15 -- Principal Amount $8,850,000,
(98-110) Bonds of Series NNP Nos. 1-6 and 8-14 -- Principal Amount $8,450,000,
(111-119) Bonds of Series OOP Nos. 1-9 -- Principal Amount $3,015,000,
(120-133) Bonds of Series QQP Nos. 1-8 and 10-15 -- Principal Amount $9,710,000,
(134-140) Bonds of Series TTP Nos. 1-7 -- Principal Amount $385,000,
(141) Bonds of 1980 Series A -- Principal Amount $50,000,000,
(142-158) Bonds of 1980 Series CP Nos. 1-12 and 13-17 -- Principal Amount $26,000,000,
(159-169) Bonds of 1980 Series DP Nos. 1-11 -- Principal Amount $10,750,000,
(170-174) Bonds of 1981 Series AP Nos. 1-5 -- Principal Amount $4,000,000,

all of which have either been retired and cancelled, or no longer represent obligations of the Company, having been called for redemption and funds necessary to effect the payment, redemption and retirement thereof having been deposited with

the Trustee as a special trust fund to be applied for such purpose;

(175) Bonds of Series R in the principal amount of One hundred million dollars ($100,000,000), all of which are outstanding at the date hereof;

(176) Bonds of Series S in the principal amount of One hundred fifty million dollars ($150,000,000), all of which are outstanding at the date hereof;

(177) Bonds of Series T in the principal amount of Seventy-five million dollars ($75,000,000), all of which are outstanding at the date hereof;

(178) Bonds of Series U in the principal amount of Seventy-five million dollars ($75,000,000), all of which are outstanding at the date hereof;

(179) Bonds of Series V in the principal amount of One hundred million dollars ($100,000,000), all of which are outstanding at the date hereof;

(180) Bonds of Series X in the principal amount of One hundred million dollars ($100,000,000), all of which are outstanding at the date hereof;

(181) Bonds of Series Y in the principal amount of Sixty million dollars ($60,000,000), all of which are outstanding at the date hereof;

(182) Bonds of Series Z in the principal amount of One hundred million dollars ($100,000,000), all of which are outstanding at the date hereof;

(183) Bonds of Series AA in the principal amount of One hundred million dollars ($100,000,000), all of which are outstanding at the date hereof;

(184) Bonds of Series DDP No. 9 in the principal amount of Seven million nine hundred five thousand dollars ($7,905,000), of which Two million four hundred

5

thousand dollars ($2,400,000) principal amount have heretofore been retired and Five million five hundred five thousand dollars ($5,505,000) principal amount are outstanding at the date hereof;

(185) Bonds of Series EE in the principal amount of Fifty million dollars ($50,000,000), of which Thirty-five million dollars ($35,000,000) principal amount have heretofore been retired and Fifteen million dollars ($15,000,000) principal amount are outstanding at the date hereof;

(186-187) Bonds of Series FFR Nos. 13-14 in the principal amount of Thirty-seven million six hundred thousand dollars ($37,600,000), all of which are outstanding at the date hereof;

(188-194) Bonds of Series GGP Nos. 7 and 17-22 in the principal amount of Thirty-three million nine hundred forty-five thousand dollars ($33,945,000), of which Three million two hundred thousand dollars ($3,200,000) principal amount have heretofore been retired and Thirty million seven hundred forty-five thousand dollars ($30,745,000) principal amount are outstanding

at the date hereof;

(195) Bonds of Series HH in the principal amount of Fifty million dollars ($50,000,000), all of which are outstanding at the date hereof;

(196-197) Bonds of Series MMP and MMP No. 2 in the principal amount of Five million four hundred thirty thousand dollars ($5,430,000), of which One million three hundred eighty thousand dollars ($1,380,000) principal amount have heretofore been retired and Four million fifty thousand dollars ($4,050,000) principal amount are outstanding at the date hereof;

(198-205) Bonds of Series IIP Nos. 7 and 16-22 in the principal amount of Three million two hundred sixty thousand dollars ($3,260,000), of which Two hundred twenty thousand dollars ($220,000) principal amount have heretofore been retired and Three million forty thousand dollars ($3,040,000) principal amount are outstanding at the date hereof;

(206-207) Bonds of Series JJP Nos. 7-8 in the principal amount of Six million one hundred sixty thousand dollars ($6,160,000), of which Six hundred twenty thousand dollars ($620,000) principal amount have heretofore been retired and Five million five hundred forty thousand dollars ($5,540,000) are outstanding at the date hereof;

(208-213) Bonds of Series KKP Nos. 7-12 in the principal amount of One hundred twenty-three million seven hundred ninety thousand dollars ($123,790,000), of which One million three hundred thousand dollars ($1,300,000) principal amount have heretofore been retired and One hundred twenty-two million four hundred ninety thousand dollars ($122,490,000) are outstanding at the date hereof;

(214-221) Bonds of Series NNP Nos. 7 and 15-21 in the principal amount of Thirty-nine million five hundred thousand ($39,500,000), of which Two million four hundred seventy-five thousand dollars ($2,475,000) principal amount have heretofore been retired and Thirty-seven million twenty-five thousand dollars ($37,025,000) principal amount are outstanding at the date hereof;

(222-230) Bonds of Series OOP Nos. 10-18 in the principal amount of Fifteen million eight hundred sixty-five thousand dollars ($15,865,000), of which Two hundred eighty thousand dollars ($280,000) principal amount have heretofore been retired and Fifteen million five hundred eighty-five thousand dollars ($15,585,000) are outstanding at the date hereof;

(231) Bonds of Series PP in the principal amount of Seventy million dollars ($70,000,000), all of which are outstanding at the date hereof;

(232-236) Bonds of Series QQP Nos. 9 and 16-19 in the principal amount of Three million nine hundred forty thousand dollars ($3,940,000), all of which are outstanding at the date hereof;

6

(237) Bonds of Series RR in the principal amount of Seventy million dollars ($70,000,000), all of which are outstanding at the date hereof;

(238) Bonds of Series SS in the principal amount of One hundred

fifty million dollars ($150,000,000), of which Ninety million dollars ($90,000,000) principal amount have heretofore been retired and Sixty million dollars ($60,000,000) principal amount are outstanding at the date hereof;

(239-246) Bonds of Series TTP Nos. 8-15 in the principal amount of Three million four hundred fifteen thousand dollars ($3,415,000), all of which are outstanding at the date hereof;

(247) Bonds of 1980 Series B in the principal amount of One hundred million dollars ($100,000,000), of which Fifty-nine million eight hundred fifty thousand dollars ($59,850,000) principal amount have heretofore been retired and Forty million one hundred fifty thousand dollars ($40,150,000) principal amount are outstanding at the date hereof;

(248-255) Bonds of 1980 Series CP Nos. 18-25 in the principal amount of Nine million dollars ($9,000,000), all of which are outstanding at the date hereof;

(256-266) Bonds of 1981 Series AP Nos. 6-16 in the principal amount of One hundred twenty million dollars ($120,000,000), all of which are outstanding at the date hereof;

(267) Bonds of 1984 Series AP in the principal amount of Two million four hundred thousand dollars ($2,400,000), all of which are outstanding at the date hereof;

(268) Bonds of 1984 Series BP in the principal amount of Seven million seven hundred fifty thousand dollars ($7,750,000), all of which are outstanding at the date hereof;

(269) Bonds of 1985 Series A in the principal amount of Thirty-five million dollars ($35,000,000), all of which are outstanding at the date hereof;

(270) Bonds of 1985 Series B in the principal amount of Fifty million dollars ($50,000,000), all of which are outstanding at the date hereof;

(271) Bonds of 1986 Series A in the principal amount of Two hundred million dollars ($200,000,000), all of which are outstanding at the date hereof;

(272) Bonds of 1986 Series B in the principal amount of One hundred million dollars ($100,000,000), all of which are outstanding at the date hereof;

(273) Bonds of 1986 Series C in the principal amount of Two hundred million dollars ($200,000,000), all of which are outstanding at the date hereof;

(274) Bonds of 1987 Series A in the principal amount of Three hundred million dollars ($300,000,000), all of which are outstanding at the date hereof;

(275) Bonds of 1987 Series B in the principal amount of One hundred seventy-five million dollars ($175,000,000), all of which are outstanding at the date hereof;

(276) Bonds of 1987 Series C in the principal amount of Two hundred twenty-five million dollars ($225,000,000), all of which are outstanding at the date hereof;

(277) Bonds of 1987 Series D in the principal amount of Two hundred fifty million dollars ($250,000,000), all of which are outstanding at the date hereof;

(278) Bonds of 1987 Series E in the principal amount of One hundred fifty million dollars ($150,000,000), all of which are outstanding at the date hereof;

(279) Bonds of 1987 Series F in the principal amount of Two hundred million dollars ($200,000,000), all of which are outstanding at the date hereof;

(280) Bonds of 1989 Series A in the principal amount of Three hundred million dollars ($300,000,000), all of which are outstanding at the date hereof;

(281) Bonds of 1989 Series BP in the principal amount of Sixty-six million five hundred sixty-five thousand ($66,565,000), all of which are outstanding at the date hereof;

(282) Bonds of 1990 Series A in the principal amount of One hundred ninety-four million six hundred forty-nine thousand ($194,649,000) of which Six million two hundred seventy-nine thousand ($6,279,000) principal amount have heretofore been retired and One hundred eighty-eight million three hundred seventy thousand ($188,370,000) principal amount are outstanding at the date hereof;

(283) Bonds of 1990 Series B in the principal amount of Two hundred fifty-six million nine hundred thirty-two thousand ($256,932,000) of which Nine million five hundred sixteen thousand ($9,516,000) principal amount have heretofore been retired and Two hundred forty-seven million four hundred sixteen thousand ($247,416,000) principal amount are outstanding at the date hereof; and

(284) Bonds of 1990 Series C in the principal amount of Eighty-five million four hundred seventy-five thousand ($85,475,000) of which Three million four hundred nineteen thousand ($3,419,000) principal amount have heretofore been retired and Eighty-two million fifty-six thousand ($82,056,000) principal amount are outstanding at the date hereof;

and, accordingly, of the bonds so issued, Four billion three hundred forty-two million six hundred forty-two thousand dollars ($4,342,642,000) principal amount are outstanding at the date hereof; and

REASON FOR CREATION OF NEW SERIES.

WHEREAS, the Michigan Strategic Fund has issued $32,375,000 principal amount of its Limited Obligation Refunding Revenue Bonds (The Detroit Edison Company Pollution Control Bonds Project), Series 1990BB so as to provide funds for the refunding of certain pollution control previously issued to finance pollution control projects of the Company; and

WHEREAS, the Company has entered into a Loan Agreement, dated as of July 15, 1990 and amended as of April 1, 1991, with the Michigan Strategic Fund in order to refund certain pollution control bonds, and pursuant to such Loan Agreement the Company has agreed to issue its General and Refunding Mortgage Bonds under the Indenture in order further to secure its obligations under such Loan Agreement; and

WHEREAS, for such purposes the Company desires to issue a new series of bonds to be issued under the Indenture and to be authenticated and delivered pursuant to Section 8 of Article III of the Indenture; and

BONDS TO BE 1991 SERIES AP

WHEREAS, the Company desires by this Supplemental Indenture to create such new series of bonds, to be designated "General and Refunding Mortgage Bonds, 1991 Series AP"; and

FURTHER ASSURANCE.

WHEREAS, the Original Indenture, by its terms, includes in the property subject to the lien thereof all of the estates and properties, real, personal and mixed, rights, privileges and franchises of every nature and kind and wheresoever situate, then or thereafter owned or possessed by or belonging to the Company or to which it was then or at any time thereafter might be entitled in law or in equity (saving and excepting, however, the property therein specifically excepted or released from the lien thereof), and the Company therein covenanted that it would, upon reasonable request, execute and deliver such further instruments as may be necessary or proper

for the better assuring and confirming unto the Trustee all or any part of the trust estate, whether then or thereafter owned or acquired by the Company (saving and excepting, however, property specifically excepted or released from the lien thereof); and

AUTHORIZATION OF SUPPLEMENTAL INDENTURE.

WHEREAS, the Company in the exercise of the powers and authority conferred upon and reserved to it under and by virtue of the provisions of the Indenture, and pursuant to resolutions of its Board of Directors has duly resolved and determined to make, execute and deliver to the Trustee a supplemental indenture in the form hereof for the purposes herein provided; and

8

WHEREAS, all conditions and requirements necessary to make this Supplemental Indenture a valid and legally binding instrument in accordance with its terms have been done, performed and fulfilled, and the execution and delivery hereof have been in all respects duly authorized;

CONSIDERATION FOR SUPPLEMENTAL INDENTURE.

NOW, THEREFORE, THIS INDENTURE WITNESSETH: That The Detroit Edison Company, in consideration of the premises and of the covenants contained in the Indenture and of the sum of One Dollar ($1.00) and other good and valuable consideration to it duly paid by the Trustee at or before the ensealing and delivery of these presents, the receipt whereof is hereby acknowledged, hereby covenants and agrees to and with the Trustee and its successors in the trusts under the Original Indenture and in said indentures supplemental thereto as follows:

PART I.
CREATION OF TWO HUNDRED EIGHTY-EIGHTH
SERIES OF BONDS.
GENERAL AND REFUNDING MORTGAGE BONDS,
1991 SERIES AP

CERTAIN TERMS OF BONDS OF 1991 SERIES AP

SECTION 1. The Company hereby creates the Two hundred Eighty-eighth series of bonds to be issued under and secured by the Original Indenture as amended to date and as further amended by this Supplemental Indenture, to be designated, and to be distinguished from the bonds of all other series, by the title "General and Refunding Mortgage Bonds, 1991 Series AP" (elsewhere herein referred to as the "bonds of 1991 Series AP"). The aggregate principal amount of bonds of 1991 Series AP shall be limited to Thirty-two million three hundred and seventy-five thousand dollars ($32,375,000), except as provided in Sections 7 and 13 of Article II of the Original Indenture with respect to exchanges and replacements of bonds.

Each bond of 1991 Series AP is to be irrevocably assigned to, and registered in the name of, NBD Bank, N.A., as trustee, or a successor trustee (said trustee or any successor trustee being hereinafter referred to as the "Strategic Fund Trust Indenture Trustee"), under the Trust Indenture, dated as of July 15, 1990, as amended April 1, 1991 (hereinafter called the "Strategic Fund Trust Indenture"), between the Michigan Strategic Fund (hereinafter called "Strategic Fund"), and the Strategic Fund Trust Indenture Trustee, to secure payment of the Michigan Strategic Fund Limited Obligation Refunding Revenue Bonds (The Detroit Edison Company Pollution Control Bonds Project), Collateralized Series 1990BB (hereinafter called the "Strategic Fund Revenue Bonds"), issued by the Strategic Fund under the Strategic Fund Trust Indenture, the proceeds of which have been provided for the refunding of certain pollution control bonds which the Company refunded pursuant to the provisions of the Loan Agreement, dated as of July 15, 1990, as amended April 1, 1991 (hereinafter called the "Strategic Fund Agreement"), between the Company and the Strategic Fund.

The bonds of 1991 Series AP shall be issued as registered bonds without coupons in denominations of a multiple of $5,000. The bonds of 1991 Series AP shall be issued in the aggregate principal amount of $32,375,000, shall mature on July 15, 2008 and shall bear interest, payable semi-annually on January 15 and July 15 of each year (commencing July 15, 1991), at the rate of 7.0%, until the principal thereof shall have become due and payable and thereafter until the Company's obligation with respect to the payment of said principal shall have been discharged as provided in the Indenture.

9

The bonds of 1991 Series AP shall be payable as to principal, premium, if any, and interest as provided in the Indenture, but only to the extent and in the manner herein provided. The bonds of 1991 Series AP shall be payable, both as to principal and interest, at the office or agency of the Company in the Borough of Manhattan, The City and State of New York, in any coin or currency of the United States of America which at the time of payment is legal tender for public and private debts.

Except as provided herein, each bond of 1991 Series AP shall be dated the date of its authentication and interest shall be payable on the principal represented thereby from the January 15 or July 15 next preceding the date thereof to which interest has been paid on bonds of 1991 Series AP, unless the bond is authenticated on a date to which interest has been paid, in which case interest shall be payable from the date of authentication, or unless the date of authentication is prior to January 15, 1992, in which case interest shall be payable from July 15, 1991.

The bonds of 1991 Series AP in definitive form shall be, at the election of the Company, fully engraved or shall be lithographed or printed in authorized denominations as aforesaid and numbered 1 and upwards (with such further designation as may be appropriate and desirable to indicate by such designation the form, series and denominations of bonds of 1991 Series AP). Until bonds of 1991 Series AP in definitive form are ready for delivery, the Company may execute, and upon its request in writing the Trustee shall authenticate and deliver in lieu thereof, bonds of 1991 Series AP in temporary form, as provided in Section 10 of Article II of the Indenture. Temporary bonds of 1991 Series AP, if any, may be printed and may be issued in authorized denominations in substantially the form of definitive bonds of 1991 Series AP, but with such omissions, insertions and variations as may be appropriate for temporary bonds, all as may be determined by the Company.

Bonds of 1991 Series AP shall not be assignable or transferable except as may be required to effect a transfer to any successor trustee under the Strategic Fund Trust Indenture, or, subject to compliance with applicable law, as may be involved in the course of the exercise of rights and remedies consequent upon an Event of Default under the Strategic Fund Trust Indenture. Any such transfer shall be made upon surrender thereof for cancellation at the office or agency of the Company in the Borough of Manhattan, The City and State of New York, together with a written instrument of transfer (if so required by the Company or by the Trustee) in form approved by the Company duly executed by the holder or by its duly authorized attorney. Bonds of 1991 Series AP shall in the same manner be exchangeable for a like aggregate principal amount of bonds of 1991 Series AP upon the terms and conditions specified herein and in Section 7 of Article II of the Indenture. The Company waives its rights under Section 7 of Article II of the Indenture not to make exchanges or transfers of bonds of 1991 Series AP, during any period of ten days next preceding any redemption date for such bonds.

Bonds of 1991 Series AP, in definitive and temporary form, may bear such legends as may be necessary to comply with any law or with any rules or regulations made pursuant thereto or as may be specified in the Strategic Fund Agreement.

Upon payment of the principal or premium, if any, or interest on the Strategic Fund Revenue Bonds, whether at maturity or prior to maturity by redemption or otherwise, or upon provision for the payment thereof having been made in accordance with Article IV of the Strategic Fund Trust Indenture, bonds of 1991 Series AP in a principal amount equal to the principal amount of such Strategic Fund Revenue Bonds, shall, to the extent of such payment of principal, premium or interest, be deemed fully paid and the obligation of the Company thereunder to make such payment shall forthwith cease and be discharged, and, in the case of the payment of principal and premium, if any, such bonds shall be surrendered for cancellation or presented for appropriate notation to the Trustee.

REDEMPTION OF BONDS OF 1991 SERIES AP

SECTION 2. Bonds of 1991 Series AP shall be redeemed on the respective dates and in the respective principal amounts which correspond to the redemption dates for, and the principal amounts to be redeemed of, the Strategic Fund Revenue Bonds.

In the event the Company elects to redeem any Strategic Fund Revenue Bonds prior to maturity in accordance with the provisions of the Strategic Fund Trust Indenture, the Company shall on the same date redeem bonds of 1991 Series AP in principal amounts and at redemption prices corresponding to

the Strategic Fund Revenue Bonds so redeemed. The Company agrees to give the Trustee notice of any such redemption of bonds of 1991 Series AP on the same date as it gives notice of redemption of Strategic Fund Revenue Bonds to the Strategic Fund Trust Indenture Trustee.

REDEMPTION OF BONDS OF 1991 SERIES AP IN EVENT OF ACCELERATION OF STRATEGIC FUND REVENUE BONDS.

SECTION 3. In the event of an Event of Default under the Strategic Fund Trust Indenture and the acceleration of all Strategic Fund Revenue Bonds, the bonds of 1991 Series AP shall be redeemable in whole upon receipt by the Trustee of a written demand (hereinafter called a "Redemption Demand") from the Strategic Fund Trust Indenture Trustee stating that there has occurred under the Strategic Fund Trust Indenture both an Event of Default and a declaration of acceleration of payment of principal, accrued interest and premium, if any, on the Strategic Fund Revenue Bonds, specifying the last date to which interest on the Strategic Fund Revenue Bonds has been paid (such date being hereinafter referred to as the "Initial Interest Accrual Date") and demanding redemption of the bonds of said series. The Trustee shall, within five days after receiving such Redemption Demand, mail a copy thereof to the Company marked to indicate the date of its receipt by the Trustee. Promptly upon receipt by the Company of such copy of a Redemption Demand, the Company shall fix a date on which it will redeem the bonds of said series so demanded to be redeemed (hereinafter called the "Demand Redemption Date"). Notice of the date fixed as the Demand Redemption Date shall be mailed by the Company to the Trustee at least ten days prior to such Demand Redemption Date. The date to be fixed by the Company as and for the Demand Redemption Date may be any date up to and including the earlier of (x) the 60th day after receipt by the Trustee of the Redemption Demand or (y) the maturity date of such bonds first occurring following the 20th day after the receipt by the Trustee of the Redemption Demand; provided, however, that if the Trustee shall not have received such notice fixing the Demand Redemption Date on or before the 10th day preceding the earlier of such dates, the Demand Redemption Date shall be deemed to be the earlier of such dates. The Trustee shall mail notice of the Demand Redemption Date (such notice being hereinafter called the "Demand Redemption Notice") to the Strategic Fund Trust Indenture Trustee not more than ten nor less than five days prior to the Demand Redemption Date.

Each bond of 1991 Series AP shall be redeemed by the Company on the Demand Redemption Date therefore upon surrender thereof by the Strategic Fund Trust Indenture Trustee to the Trustee at a redemption price equal to the principal amount thereof plus accrued interest thereon at the rate specified for such bond from the Initial Interest Accrual Date to the Demand Redemption Date plus an amount equal to the aggregate premium, if any, due and payable on such Demand Redemption Date on all Strategic Fund Revenue Bonds; provided, however, that in the event of a receipt by the Trustee of a notice that, pursuant to Section 606 of the Strategic Fund Trust Indenture, the Strategic Fund Trust Indenture Trustee has terminated proceedings to enforce any right under the Strategic Fund Trust Indenture, then any Redemption Demand shall thereby be rescinded by the Strategic Fund Trust Indenture Trustee, and no Demand Redemption Notice shall be given, or, if already given, shall be automatically annulled; but no such rescission or annulment shall extend to or affect any subsequent default or impair any right consequent thereon.

Anything herein contained to the contrary notwithstanding, the Trustee is not authorized to take any action pursuant to a Redemption Demand and such Redemption Demand shall be of no force or effect, unless it is executed in the name of the Strategic Fund Trust Indenture Trustee by its President or one of its Vice Presidents.

CONSENT.

SECTION 4. The holders of the bonds of 1991 Series AP, by their acceptance of and holding thereof, consent and agree that bonds of any series may be issued which mature on a date or dates later than October 1, 2024 and also consent to the deletion from the first paragraph of Section 5 of Article II of the Indenture of the phrase "but in no event later than October 1, 2024". Such holders further agree that (a) such consent shall, for all purposes of Article XV of the Indenture and without further action on the part of such holders, be deemed the affirmative vote of such holders at any meeting called pursuant to said Article XV for the purpose of approving such deletion, and (b) such deletion shall become effective at such time as not less than eighty-five per cent (85%) in principal amount of bonds outstanding under the Indenture shall have consented thereto substantially in the manner set forth in this Section 4, or in writing, or by affirmative vote cast at a meeting called pursuant to said Article XV, or by any combination thereof.

FORM OF BONDS OF 1991 SERIES AP

SECTION 5. The bonds of 1991 Series AP and the form of Trustee's Certificate to be endorsed on such bonds shall be substantially in the following forms, respectively:

[FORM OF FACE OF BOND]
THE DETROIT EDISON COMPANY
GENERAL AND REFUNDING MORTGAGE BOND
1991 SERIES AP, 7.0% DUE JULY 15, 2008

Notwithstanding any provisions hereof or in the Indenture, this bond is not assignable or transferable except as may be required to effect a transfer to any successor trustee under the Trust Indenture, dated as of July 15, 1990 and amended as of April 1, 1991 between the Michigan Strategic Fund and NBD Bank, N.A., as trustee, or, subject to compliance with applicable law, as may be involved in the course of the exercise of rights and remedies consequent upon an Event of Default under said Trust Indenture.

$..... No.....

THE DETROIT EDISON COMPANY (hereinafter called the "Company"), a corporation of the State of Michigan, for value received, hereby promises to pay to the Michigan Strategic Fund, or registered assigns, at the Company's office or agency in the Borough of Manhattan, The City and State of New York, the principal sum of dollars ($) in lawful money of the United States of America on the date specified in the title hereof and interest thereon at the rate specified in the title hereof, in like lawful money, from May 1, 1991, and after the first payment of interest on bonds of this Series has been made or otherwise provided for, from the most recent date to which interest has been paid or otherwise provided for, semi-annually on January 15 and July 15 of each year (commencing July 15, 1991), until the Company's obligation with respect to payment of said principal shall have been discharged, all as provided, to the extent and in the manner specified in the Indenture hereinafter mentioned on the reverse hereof and in the supplemental indenture pursuant to which this bond has been issued.

Under a Trust Indenture, dated as of July 15, 1990 and amended as of April 1, 1991 (hereinafter called the "Strategic Fund Trust Indenture"), between the Michigan Strategic Fund (hereinafter called "Strategic Fund"), and NBD Bank, N.A., as trustee (hereinafter called the "Strategic Fund Trust Indenture Trustee"), the Strategic Fund has issued Limited Obligation Refunding Revenue Bonds (The Detroit Edison Company Pollution Control Bonds Project), Collateralized Series 1990BB (hereinafter called the "Strategic Fund Revenue Bonds"). This bond was originally issued to the Strategic Fund and simultaneously irrevocably assigned to the Strategic Fund Trust Indenture Trustee so as to secure the payment of the Strategic Fund Revenue Bonds. Payments of principal of, or premium, if any, or interest on, Strategic Fund Revenue Bonds shall constitute like payments on this bond as further provided herein and in the supplemental indenture pursuant to which this bond has been issued.

Reference is hereby made to such further provisions of this bond set forth on the reverse hereof and such further provisions shall for all purposes have the same effect as though set forth at this place.

This bond shall not be valid or become obligatory for any purpose until Bankers Trust Company, the Trustee under the Indenture hereinafter mentioned on the reverse hereof, or its successor thereunder, shall have signed the form of certificate endorsed hereon.

IN WITNESS WHEREOF, THE DETROIT EDISON COMPANY has caused this instrument to be executed by its Chairman of the Board and its Executive Vice President and Chief Financial Officer or a Vice President, with their manual or facsimile signatures, and its corporate seal, or a facsimile thereof, to be impressed or imprinted hereon and the same to be attested by its Secretary or an Assistant Secretary with his or her manual or facsimile signature.

Dated:

THE DETROIT EDISON COMPANY
By .....
Chairman of the Board
.....
Executive Vice President
and Chief Financial Officer

Attest:

.....
Secretary

14

[FORM OF REVERSE OF BOND]

This bond is one of an authorized issue of bonds of the Company, unlimited as to amount except as provided in the Indenture hereinafter mentioned or any indentures supplemental thereto, and is one of a series of General and Refunding Mortgage Bonds known as 1991 Series AP, limited to an aggregate principal amount of $32,375,000, except as otherwise provided in the Indenture hereinafter mentioned. This bond and all other bonds of said series are issued and to be issued under, and are all equally and ratably secured (except insofar as any sinking, amortization, improvement or analogous fund, established in accordance with the provisions of the Indenture hereinafter mentioned, may afford additional security for the bonds of any particular series and except as provided in Section 3 of Article VI of said Indenture) by an Indenture, dated as of October 1, 1924, duly executed by the Company to Bankers Trust Company, a corporation of the State of New York, as Trustee, to which Indenture and all indentures supplemental thereto (including the Supplemental Indenture dated as of April 1, 1991) reference is hereby made for a description of the properties and franchises mortgaged and conveyed, the nature and extent of the security, the terms and conditions upon which the bonds are issued and under which additional bonds may be issued, and the rights of the holders of the bonds and of the Trustee in respect of such security (which Indenture and all indentures supplemental thereto, including the Supplemental Indenture dated as of April 1, 1991, are hereinafter collectively called the "Indenture"). As provided in the Indenture, said bonds may be for various principal sums and are issuable in series, which may mature at different times, may bear interest at different rates and may otherwise vary as in said Indenture provided. With the consent of the Company and to the extent permitted by and as provided in the Indenture, the rights and obligations of the Company and of the holders of the bonds and the terms and provisions of the Indenture, or of any indenture supplemental thereto, may be modified or altered in certain respects by affirmative vote of at least eighty-five percent (85%) in amount of the bonds then outstanding, and, if the rights of one or more, but less than all, series of bonds then outstanding are to be affected by the action proposed to be taken, then also by affirmative vote of at least eighty-five percent (85%) in amount of the series of bonds so to be affected (excluding in every instance bonds disqualified from voting by reason of the Company's interest therein as specified in the Indenture); provided, however, that, without the consent of the holder hereof, no such modification or alteration shall, among other things, affect the terms of payment of the principal of or the interest on this bond, which in those respects is unconditional.

The holders of the bonds of 1991 Series AP, by their acceptance of and holding thereof, consent and agree that bonds of any series may be issued which mature on a date or dates later than October 1, 2024 and also consent to the deletion from the first paragraph of Section 5 of Article II of the Indenture of the phrase "but in no event later than October 1, 2024,". Such holders further agree that (a) such consent shall, for all purposes of Article XV of the Indenture and without further action on the part of such holders, be deemed the affirmative vote of such holders at any meeting called pursuant to said Article XV for the purpose of approving such deletion, and (b) such deletion shall become effective at such time as not less than eighty-five per cent (85%) in principal amount of bonds outstanding under the Indenture shall have consented thereto substantially in the manner set forth in Section 4 of Part I of the Supplemental Indenture dated as of April 1, 1991, or in writing, or by affirmative vote cast at a meeting called pursuant to said Article XV, or by any combination thereof.

This bond is redeemable upon the terms and conditions set forth in the Indenture, including provision for redemption upon demand of the Strategic Fund Trust Indenture Trustee following the occurrence of an Event of Default under the Strategic Fund Trust Indenture and the acceleration of the principal of the Strategic Fund Revenue Bonds.

15

Under the Indenture, funds may be deposited with the Trustee (which shall have become available for payment), in advance of the redemption date of any of the bonds of 1991 Series AP (or portions thereof), in trust for the redemption of such bonds (or portions thereof) and the interest due or to become due thereon, and thereupon all obligations of the Company in respect of such bonds (or portions thereof) so to be redeemed and such interest shall cease and be discharged, and the holders thereof shall thereafter be restricted exclusively to such funds for any and all claims of whatsoever nature on their part under the Indenture or with respect to such bonds (or portions thereof) and interest.

In case an event of default, as defined in the Indenture, shall occur, the principal of all the bonds issued thereunder may become or be declared due and payable, in the manner, with the effect and subject to the conditions provided in the Indenture.

Upon payment of the principal of, or premium, if any, or interest on, the Strategic Fund Revenue Bonds, whether at maturity or prior to maturity by redemption or otherwise or upon provision for the payment thereof having been made in accordance with Article IV of the Strategic Fund Trust Indenture, bonds of 1991 Series AP in a principal amount equal to the principal amount of such Strategic Fund Revenue Bonds and having both a corresponding maturity date and interest rate shall, to the extent of such payment of principal, premium or interest, be deemed fully paid and the obligation of the Company thereunder to make such payment shall forthwith cease and be discharged, and, in the case of the payment of principal and premium, if any, such bonds of said series shall be surrendered for cancellation or presented for appropriate notation to the Trustee.

This bond is not assignable or transferable except as may be required to effect a transfer to any successor trustee under the Strategic Fund Trust Indenture, or, subject to compliance with applicable law, as may be involved in the course of the exercise of rights and remedies consequent upon an Event of Default under the Strategic Fund Trust Indenture. Any such transfer shall be made by the registered holder hereof, in person or by his attorney duly authorized in writing, on the books of the Company kept at its office or agency in the Borough of Manhattan, The City and State of New York, upon surrender and cancellation of this bond, and thereupon, a new registered bond of the same series of authorized denominations for a like aggregate principal amount will be issued to the transferee in exchange therefor, and this bond with others in like form may in like manner be exchanged for one or more new bonds of the same series of other authorized denominations, but of the same aggregate principal amount, all as provided and upon the terms and conditions set forth in the Indenture, and upon payment, in any event, of the charges prescribed in the Indenture.

No recourse shall be had for the payment of the principal of or the interest on this bond, or for any claim based hereon or otherwise in respect hereof or of the Indenture, or of any indenture supplemental thereto, against any incorporator, or against any past, present or future stockholder, director or officer, as such, of the Company, or of any predecessor or successor corporation, either directly or through the Company or any such predecessor or successor corporation, whether for amounts unpaid on stock subscriptions or by virtue of any constitution, statute or rule of law, or by the enforcement of any assessment or penalty or otherwise howsoever; all such liability being, by the acceptance hereof and as part of the consideration for the issue hereof, expressly waived and released by every holder or owner hereof, as more fully provided in the Indenture.

[FORM OF TRUSTEE'S CERTIFICATE]

FORM OF TRUSTEE'S CERTIFICATE.

This bond is one of the bonds, of the series designated therein, described in the within-mentioned Indenture.

BANKERS TRUST COMPANY,

as Trustee

By .....
Authorized Officer

PART II.
RECORDING AND FILING DATA

RECORDING AND FILING OF ORIGINAL INDENTURE.

The Original Indenture and indentures supplemental thereto have been recorded and/or filed and Certificates of Provision for Payment have been recorded as hereinafter set forth.

The Original Indenture has been recorded as a real estate mortgage and filed as a chattel mortgage in the offices of the respective Registers of Deeds of certain counties in the State of Michigan as set forth in the Supplemental Indenture dated as of September 1, 1947, has been recorded as a real estate mortgage in the office of the Register of Deeds of Genesee County, Michigan as set forth in the Supplemental Indenture dated as of May 1, 1974, has been filed in the Office of the Secretary of State of Michigan on November 16, 1951 and has been filed and recorded in the office of the Interstate Commerce Commission on December 8, 1969.

RECORDING AND FILING OF SUPPLEMENTAL INDENTURES.

Pursuant to the terms and provisions of the Original Indenture, indentures supplemental thereto heretofore entered into have been recorded as a real estate mortgage and/or filed as a chattel mortgage or as a financing statement in the offices of the respective Registers of Deeds of certain counties in the State of Michigan, the Office of the Secretary of State of Michigan and the Office of the Interstate Commerce Commission, as set forth in supplemental indentures as follows:

SUPPLEMENTAL INDENTURE DATED AS OF	PURPOSE OF SUPPLEMENTAL INDENTURE	RECORDED AND/OR FILED AS SET FORTH IN SUPPLEMENTAL INDENTURE DATED AS OF:
June 1, 1925(a)(b).....	Series B Bonds	February 1, 1940
August 1, 1927(a)(b).....	Series C Bonds	February 1, 1940
February 1, 1931(a)(b).....	Series D Bonds	February 1, 1940
June 1, 1931(a)(b).....	Subject Properties	February 1, 1940
October 1, 1932(a)(b).....	Series E Bonds	February 1, 1940
September 25, 1935(a)(b).....	Series F Bonds	February 1, 1940
September 1, 1936(a)(b).....	Series G Bonds	February 1, 1940
November 1, 1936(a)(b).....	Subject Properties	February 1, 1940
February 1, 1940(a)(b).....	Subject Properties	September 1, 1947
December 1, 1940(a)(b).....	Series H Bonds and Additional Provisions	September 1, 1947
September 1, 1947(a)(b)(c).....	Series I Bonds, Subject Properties and Additional Provisions	November 15, 1951
March 1, 1950(a)(b)(c).....	Series J Bonds and Additional Provisions	November 15, 1951
November 15, 1951(a)(b)(c).....	Series K Bonds Additional Provisions and Subject Properties	January 15, 1953
January 15, 1953(a)(b).....	Series L Bonds	May 1, 1953
May 1, 1953(a).....	Series M Bonds and Subject Properties	March 15, 1954
March 15, 1954(a)(c).....	Series N Bonds and Subject Properties	May 15, 1955

SUPPLEMENTAL INDENTURE DATED AS OF	PURPOSE OF SUPPLEMENTAL INDENTURE	RECORDED AND/OR FILED AS SET FORTH IN SUPPLEMENTAL INDENTURE DATED AS OF:
May 15, 1955(a)(c).....	Series O Bonds and Subject Properties	August 15, 1957

August 15, 1957(a)(c).....	Series P Bonds Additional Provisions and Subject Properties	June 1, 1959
June 1, 1959(a)(c).....	Series Q Bonds and Subject Properties	December 1, 1966
December 1, 1966(a)(c).....	Series R Bonds Additional Provisions and Subject Properties	October 1, 1968
October 1, 1968(a)(c).....	Series S Bonds and Subject Properties	December 1, 1969
December 1, 1969(a)(c).....	Series T Bonds and Subject Properties	July 1, 1970
July 1, 1970(c).....	Series U Bonds and Subject Properties	December 15, 1970
December 15, 1970(c).....	Series V and Series W Bonds	June 15, 1971
June 15, 1971(c).....	Series X Bonds and Subject Properties	November 15, 1971
November 15, 1971(c).....	Series Y Bonds and Subject Properties	January 15, 1973
January 15, 1973(c).....	Series Z Bonds and Subject Properties	May 1, 1974
May 1, 1974.....	Series AA Bonds and Subject Properties	October 1, 1974
October 1, 1974.....	Series BB Bonds and Subject Properties	January 15, 1975
January 15, 1975.....	Series CC Bonds and Subject Properties	November 1, 1975
November 1, 1975.....	Series DDP Nos. 1-9 Bonds and Subject Properties	December 15, 1975
December 15, 1975.....	Series EE Bonds and Subject Properties	February 1, 1976
February 1, 1976.....	Series FFR Nos. 1-13 Bonds	June 15, 1976
June 15, 1976.....	Series GGP Nos. 1-7 Bonds and Subject Properties	July 15, 1976
July 15, 1976.....	Series HH Bonds and Subject Properties	February 15, 1977
February 15, 1977.....	Series MMP Bonds and Subject Properties	March 1, 1977
March 1, 1977.....	Series IIP Nos. 1-7 Bonds, Series JJP Nos. 1-7 Bonds, Series KKP Nos. 1-7 Bonds and Series LLP Nos. 1-7 Bonds	June 15, 1977
June 15, 1977.....	Series FFR No. 14 Bonds and Subject Properties	July 1, 1977
July 1, 1977.....	Series NNP Nos. 1-7 Bonds and Subject Properties	October 1, 1977

SUPPLEMENTAL INDENTURE DATED AS OF	PURPOSE OF SUPPLEMENTAL INDENTURE	RECORDED AND/OR FILED AS SET FORTH IN SUPPLEMENTAL INDENTURE DATED AS OF:
October 1, 1977.....	Series GGP Nos. 8-22 Bonds and Series OOP Nos. 1-17 Bonds and Subject Properties	June 1, 1978
June 1, 1978.....	Series PP Bonds, Series QQP Nos. 1-9 Bonds and Subject Properties	October 15, 1978
October 15, 1978.....	Series RR Bonds and Subject Properties	March 15, 1979
March 15, 1979.....	Series SS Bonds and Subject Properties	July 1, 1979
July 1, 1979.....	Series IIP Nos. 8-22 Bonds, Series NNP Nos. 8-21 Bonds and Series TTP Nos. 1-15 Bonds	September 1, 1979

	and Subject Properties	
September 1, 1979.....	Series JJP No. 8 Bonds, Series KKP No. 8 Bonds, Series LLP Nos. 8-15 Bonds, Series MMP No. 2 Bonds and Series OOP No. 18 Bonds and Subject Properties	September 15, 1979
September 15, 1979.....	Series UU Bonds	January 1, 1980
January 1, 1980.....	1980 Series A Bonds and Subject Properties	April 1, 1980
April 1, 1980.....	1980 Series B Bonds	August 15, 1980
August 15, 1980.....	Series QQP Nos. 10-19 Bonds, 1980 Series CP Nos. 1-12 Bonds and 1980 Series DP No. 1-11 Bonds and Subject Properties	August 1, 1981
August 1, 1981.....	1980 Series CP Nos. 13-25 Bonds and Subject Properties	November 1, 1981
November 1, 1981.....	1981 Series AP Nos. 1-12 Bonds	June 30, 1982
June 30, 1982.....	Article XIV Reconfirmation	August 15, 1982
August 15, 1982.....	1981 Series AP Nos. 13-14 and Subject Properties	June 1, 1983
June 1, 1983.....	1981 Series AP Nos. 15-16 and Subject Properties	October 1, 1984
October 1, 1984.....	1984 Series AP and 1984 Series BP Bonds and Subject Properties	May 1, 1985
May 1, 1985.....	1985 Series A Bonds	May 15, 1985
May 15, 1985.....	1985 Series B Bonds and Subject Properties	October 15, 1985
October 15, 1985.....	Series KKP No. 9 Bonds and Subject Properties	April 1, 1986

SUPPLEMENTAL INDENTURE DATED AS OF	PURPOSE OF SUPPLEMENTAL INDENTURE	RECORDED AND/OR FILED AS SET FORTH IN SUPPLEMENTAL INDENTURE DATED AS OF:
April 1, 1986.....	1986 Series A and Subject Properties	August 15, 1986
August 15, 1986.....	1986 Series B and Subject Properties	November 30, 1986
November 30, 1986.....	1986 Series C	January 31, 1987
January 31, 1987.....	1987 Series A	April 1, 1987
April 1, 1987.....	1987 Series B and 1987 Series C	August 15, 1987
August 15, 1987.....	1987 Series D and 1987 Series E and Subject Properties	November 30, 1987
November 30, 1987.....	1987 Series F	June 15, 1989
June 15, 1989.....	1989 Series A	July 15, 1989
July 15, 1989.....	Series KKP No. 10	December 1, 1989
December 1, 1989.....	Series KKP No. 11 and 1989 Series BP	February 15, 1990
February 15, 1990.....	1990 Series A, 1990 Series B, 1990 Series C, 1990 Series D, 1990 Series E and 1990 Series F	November 1, 1990

(a) See Supplemental Indenture dated as of July 1, 1970 for Interstate Commerce Commission filing and recordation information.

(b) See Supplemental Indenture dated as of May 1, 1953 for

Secretary of State of Michigan filing information.

(c) See Supplemental Indenture dated as of May 1, 1974 for County of Genesee, Michigan recording and filing information.

Further, pursuant to the terms and provisions of the Original Indenture, a Supplemental Indenture dated as of November 1, 1990 providing for the terms of bonds to be issued thereunder of Series KKP No. 12 has heretofore been entered into between the Company and the Trustee and has been filed in the Office of the Secretary of State of Michigan as a financing statement on November 9, 1990 (Filing No. 07211B), has been filed and recorded in the Office of the Interstate Commerce Commission (Recordation No. 5485-QQQ), and has been recorded as a real estate mortgage in the offices of the respective Register of Deeds of certain counties in the State of Michigan, as follows:

COUNTY	RECORDED	LIBER OF MORTGAGES OR COUNTY RECORDS	PAGE
Genesee	November 9, 1990	2611	288-310
Huron	November 9, 1990	548	684-706
Ingham	November 9, 1990	1849	330-352
Lapeer	November 9, 1990	702	519-541
Lenawee	November 9, 1990	1140	314-336
Livingston	November 9, 1990	1441	608-630
Macomb	November 9, 1990	4991	681-703
Mason	November 9, 1990	398	324-346
Monroe	November 9, 1990	1142	474-496
Oakland	November 9, 1990	11629	295-317
Sanilac	November 9, 1990	414	235-257
St. Clair	November 9, 1990	974	519-541
Tuscola	November 9, 1990	607	815-837
Washtenaw	November 9, 1990	2451	933-955
Wayne	November 9, 1990	24896	308-330

RECORDING OF CERTIFICATES OF PROVISION FOR PAYMENT.

All the bonds of Series A which were issued under the Original Indenture dated as of October 1, 1924, and of Series B, C, D, E, F, G, H, I, J, K, L, M, N, O, P, Q, W, BB, CC, DDP Nos. 1-8, FFR Nos. 1-12, GGP Nos. 1-6 and 8-16, IIP Nos. 1-6 and 8-15, JJP Nos. 1-6, KKP Nos. 1-6, LLP Nos. 1-7 and 8-15, NNP Nos. 1-6 and 8-14, OOP Nos. 1-9, QQP Nos. 1-8 and 10-15 and TTP Nos. 1-7, UU 1980 Series A, 1980 Series CP Nos. 1-12 and 13-17, 1980 Series DP Nos. 1-11 and 1981 Series AP Nos. 1-5 which were issued under Supplemental Indentures dated as of, respectively, June 1, 1925, August 1, 1927, February 1, 1931, October 1, 1932, September 25, 1935, September 1, 1936, December 1, 1940, September 1, 1947, November 15, 1951, January 15, 1953, May 1, 1953, March 15, 1954, May 15, 1955, August 15, 1957, December 15, 1970, October 1, 1974, January 15, 1975, November 1, 1975, February 1, 1976, June 15, 1976, October 1, 1977, March 1, 1977, July 1, 1979, March 1, 1977, March 1, 1977, March 1, 1977, September 1, 1979, July 1, 1977, July 1, 1979, September 15, 1979, October 1, 1977, June 1, 1978, October 1, 1977, July 1, 1979, January 1, 1980, August 15, 1980 and November 1, 1981 have matured or have been called for redemption and funds sufficient for such payment or redemption have been irrevocably deposited with the Trustee for that purpose; and Certificates of Provision for Payment have been recorded in the offices of the respective Registers of Deeds of certain counties in the State of Michigan, with respect to all bonds of Series A, B, C, D, E, F, G, H, K, L, M, O, W, BB, CC, DDP Nos. 1 and 2, FFR Nos. 1-3, GGP Nos. 1 and 2, IIP No. 1, JJP No. 1, KKP No. 1, LLP No. 1 and GGP No. 8.

PART III.
THE TRUSTEE.

TERMS AND CONDITIONS OF ACCEPTANCE OF TRUST BY TRUSTEE.

The Trustee hereby accepts the trust hereby declared and provided, and agrees to perform the same upon the terms and conditions in the Original Indenture, as amended to date and as supplemented by this Supplemental Indenture, and in this Supplemental Indenture set forth, and upon the following terms and conditions:

The Trustee shall not be responsible in any manner whatsoever for and in respect of the validity or sufficiency of this Supplemental Indenture or the due execution hereof by the Company or for or in respect of the recitals contained herein, all of which recitals are made by the Company solely.

PART IV.
MISCELLANEOUS.

Except to the extent specifically provided therein, no provision of this supplemental indenture or any future supplemental indenture is intended to modify, and the parties do hereby adopt and confirm, the provisions of Section 318(c) of the Trust Indenture Act which amend and supercede provisions of the Indenture in effect prior to November 15, 1990.

EXECUTION IN COUNTERPARTS.

THIS SUPPLEMENTAL INDENTURE MAY BE SIMULTANEOUSLY EXECUTED IN ANY NUMBER OF COUNTERPARTS, EACH OF WHICH WHEN SO EXECUTED SHALL BE DEEMED TO BE AN ORIGINAL; BUT SUCH COUNTERPARTS SHALL TOGETHER CONSTITUTE BUT ONE AND THE SAME INSTRUMENT.

TESTIMONIUM.

IN WITNESS WHEREOF, THE DETROIT EDISON COMPANY AND BANKERS TRUST COMPANY HAVE CAUSED THESE PRESENTS TO BE SIGNED IN THEIR RESPECTIVE CORPORATE NAMES BY THEIR RESPECTIVE CHAIRMEN OF THE BOARD, PRESIDENTS, VICE PRESIDENTS, ASSISTANT VICE PRESIDENTS, TREASURERS OR ASSISTANT TREASURERS AND IMPRESSED WITH THEIR RESPECTIVE CORPORATE SEALS, ATTESTED BY THEIR RESPECTIVE SECRETARIES OR ASSISTANT SECRETARIES, ALL AS OF THE DAY AND YEAR FIRST ABOVE WRITTEN.

THE DETROIT EDISON COMPANY,

(Corporate Seal)

By /s/ C. C. ARVANI
C. C. Arvani
Assistant Treasurer

EXECUTION.

Attest:

/s/ SUSAN M. BEALE
Susan M. Beale
Secretary

Signed, sealed and delivere
DETROIT EDISON COMPANY, in
presence of

/s/ JANE E. LENART
Jane E. Lenart

/s/ JANET A. SCULLEN
Janet A. Scullen

(Corporate Seal)

BANKERS TRUST COMPANY,

By /s/ BARBARA A. JOINER

Barbara A. Joiner
Vice President

Attest:

/s/ SANDRA SHIRLEY

Sandra Shirley
Assistant Vice President

Signed, sealed and delivere
BANKERS TRUST COMPANY, in the
presence of

/s/ ERIC M. HAWNER

Eric M. Hawner

/s/ MARGARET BEREZA

Margaret Bereza

22

STATE OF MICHIGAN
COUNTY OF WAYNE SS.:

ACKNOWLEDGMENT OF EXECUTION BY COMPANY.

On this 25th day of April, 1991, before me, the subscriber, a Notary Public within and for the County of Wayne, in the State of Michigan, personally appeared C. C. Arvani, to me personally known, who, being by me duly sworn, did say that he does business at 2000 Second Avenue, Detroit, Michigan 48226 and is the Assistant Treasurer of THE DETROIT EDISON COMPANY, one of the corporations described in and which executed the foregoing instrument; that he knows the corporate seal of the said corporation and that the seal affixed to said instrument is the corporate seal of said corporation; and that said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors and that he subscribed his name thereto by like authority; and said C. C. Arvani, acknowledged said instrument to be the free act and deed of said corporation.

/s/ PEARL E. KOTTER

(Notarial Seal)
Pearl E. Kotter, Notary Public
Macomb County, MI
(Acting in Wayne County)
My Commission Expires August 23, 1993

STATE OF NEW YORK
COUNTY OF NEW YORK SS.:

ACKNOWLEDGMENT OF EXECUTION BY TRUSTEE.

On this 23rd day of April, 1991, before me, the subscriber, a Notary Public within and for the County of New York, in the State of New York, personally appeared Barbara A. Joiner, to me personally known, who, being by me duly sworn, did say that she does business at Four Albany Street, New York, New York 10015, and is Vice President of BANKERS TRUST COMPANY, one of the corporations described in and which executed the foregoing instrument; that she knows the corporate seal of the said corporation and that the seal affixed to said instrument is the corporate seal of said corporation; and that said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors and that she subscribed her name thereto by like authority; and said Barbara A. Joiner acknowledged said instrument to be the free act and deed of said

corporation.

(Notarial Seal)

/s/ JEAN O'KEEFE

Jean O'Keefe
Notary Public, State of New York
No. 31-4905426
Qualified in New York County
Certificate filed in New York County
Commission Expires September 14, 1991

23

STATE OF MICHIGAN
COUNTY OF WAYNE SS.:

AFFIDAVIT AS TO CONSIDERATION AND GOOD FAITH.

C. C. Arvani, being duly sworn, says: that he is the Assistant Treasurer of THE DETROIT EDISON COMPANY, the Mortgagor named in the foregoing instrument, and that he has knowledge of the facts in regard to the making of said instrument and of the consideration therefor; that the consideration for said instrument was and is actual and adequate, and that the same was given in good faith for the purposes in such instrument set forth.

/s/ C. C. ARVANI

C. C. Arvani

Sworn to before me this 25th day of
April, 1991

/s/ PEARL E. KOTTER

Pearl E. Kotter, Notary Public
Macomb County, MI
(Acting in Wayne County)
My Commission Expires August 23, 1993

(Notarial Seal)

This instrument was drafted by Frances B. Rohlman, Esq.,
2000 Second Avenue, Detroit, Michigan 48226

EXHIBIT 10-1

1996 Shareholder Value Improvement Plan - A

MEASURE	WEIGHT	TARGET LEVELS 1	2	3
TOTAL SHAREHOLDER RETURN (TSR)*	40%	Positive & Top 10% of 48 DJEU	Positive & Within Top 10%-50% Prorated	Below Median but at least 10%
CUSTOMER VALUE MEASURES**				
CUSTOMER SATISFACTION	20%	91%	89%	88%
SAFETY				
LWDC	5%	7	8	10
RECORDABLES***	5%	210	230	250
O&M AND CAPITAL	10%	-4%	-2%	0
PRODUCTION COST	20%	$20.23	$20.75	$21.26
PERFORMANCE FUND		20%	15%	10%

Conditions for Awards:
*There is no award if the total return is negative
**TSR must be positive or above the median of DJEU.
***LWDC must be at least Level 3

Approved:

- ----------

Terrence E. Adderley, Chairman Date
Organization and Compensation Committee

EXHIBIT 10-2

Key Employe Deferred Compensation Plan

Policy and Benefits Development
Organization Planning and Development
Human Resources
January, 1990

The Key Employe Deferred Compensation Plan ("Plan"), initiated in 1964, is designed to supplement pension benefits available to certain management employees under the Employes' Retirement Plan. Basic Awards may be made to eligible individuals effective each December 31.

ADMINISTRATION

The Organization and Compensation Committee ("Committee") of the Board of Directors administers the Plan and is responsible for all future awards hereunder without further action by the Board of Directors. The Committee has the authority to interpret the Plan's provisions and prescribe any regulations relating to its administration.

ELIGIBILITY

Participation (subject to award eligibility requirements) in the Plan is restricted to the following employes:

Frank E. Agosti
Stanley G. Catola
Malcolm G. Dade, Jr.
Ronald W. Gresens
Willard R. Holland
Wesley D. Kappler
Sheldon M. Lutz
Robert V. Nicolson
William S. Orser
Frederick L. Petersen
J. James Roosen
Mahmud U. Syed
B. Ralph Sylvia
S. Martin Taylor
James H. Tuttle
Maurice L. Vermeulen
Richard C. Viinikainen
Saul J. Waldman
Morley A. Wassermann

Participants must be age 50 or older to be eligible to receive basic awards.

CALCULATION OF BASIC AWARD AMOUNTS

For Plan years beginning 1989, participants will receive basic awards of one percent (1%) of the total base salary paid or accrued during full months for which the eligibility criteria have been met; provided, however, that in the event the Committee certifies to the Paymaster a different award (or no award) by December 31, then such certified amount shall prevail.

For example, assume an individual earns $10,000 per month and reaches age 50 on July 1. The award amount would be calculated for such year as follows:
.01 X $10,000 X 6 = $600.00

CALCULATION OF SUPPLEMENTAL AWARD AMOUNTS

In addition to the Basic Awards, Supplemental Awards are calculated and paid monthly at the same time as Basic Awards are paid. The amount of each Supplemental Award is the sum of: (A) 1/12 of the balance of total unpaid Basic Awards granted prior to 1981 times the average prime interest rate of the National Bank of Detroit for the preceding month less 1%, PLUS (B) 1/12 of the balance of total unpaid Basic Awards granted after 1980 times the lesser of (i) the average prime interest rate of the National Bank of Detroit for the preceding month less 1%, or (ii) 10%.

For example, assume an individual terminates employment on January 1, 1993 and has received Basic Awards as follows:

1978	$500
1979	600
1980	700
1981	800
1982	900
1983	1,000
1984	1,100
1985	1,200
1986	1,300
1987	1,400
1988	1,500
1989	1,600
1990	1,700
1991	1,800
1992	1,900

Total annual Basic Awards are $18,000 per year and total unpaid Basic Awards are $18,000 x 15 = $270,000.

Assume that the average prime interest rate for December 1992 is 13%. The Basic Award for January 1993 would be $18,000 / 12 = $1,500 and the Supplemental Award for January 1993 would be $27,000 x 12% / 12 = $270 plus $243,000 x 10% / 12 = $2,025, for a total Supplemental Award of $2,295. The total award for the first month would therefore be $1,500 + $2,295 = $3,795.

Assume that the average prime interest rate for January 1993 was 10%. The Basic Award for February 1993 would be $1,500 and the Supplemental Award would be ($27,000 - $150) x 9% / 12 = $201.38 plus ($243,000 - $1,350) x 9% / 12 = $1,812.38, for a total Supplemental Award of $2,013.76. The total award would therefore be $1,500 + $2,013.76 = $3,513.76.

AWARDS

Awards under this Plan are not considered earnings for purposes of the Employe Savings Plan, the Employes' Retirement Plan, insurance or other employe benefit programs including, but not limited to, the Executive Incentive Plan.

Note, however, that under certain circumstances awards granted after January 1, 1984 may be subject to the Federal Insurance Contributions Act ("F.I.C.A.") tax.

The amount of Basic Award grants is prorated for individuals who have met the eligibility criteria during a given year but whose employment is terminated for any reason during such year.

PAYMENT OF AWARDS

Basic Awards are paid to participants in monthly installments for a period of 15 years after termination of employment, commencing in the first full month after termination. In other words, if an individual's 1984 Deferred Compensation Plan award were $1,000 then that individual would be entitled to receive $83.33 per month ($1,000 per year) for a period of 15 years following termination of employment. Supplemental Awards are calculated, added to and paid at the same time as Basic Awards.

If a participant should die prior to receipt of the full amount of all awards, the remaining balance of unpaid Basic Awards plus Supplemental Awards are paid to the participant's designated beneficiary or estate on the same monthly basis as if paid to the participant. At the election of the participant, payments to a designated beneficiary may be made monthly over a shorter period or in a lump sum.

AMENDMENT OR TERMINATION

The Company reserves the right to amend, modify, supplement or terminate the Plan at any time, provided, however, that no such amendment, modification, supplement or termination shall affect the right of any participant (or such participant's beneficiary) to receive benefits theretofore accrued. The foregoing does not preclude voluntary waiver of benefits by a participant or beneficiary.

EXHIBIT 10.3

THE DETROIT EDISON COMPANY

LONG-TERM INCENTIVE PLAN

SECTION 1. PURPOSE.

The purpose of this Long-Term Incentive Plan is to more closely align the interests of key employes of The Detroit Edison Company, its Subsidiaries and any successor corporation with those of shareholders by rewarding long term growth and profitability. In the emerging competitive environment, placing more pay at risk will foster the desired results by providing key employes additional incentives to devote their best efforts to pursue and sustain the Company's financial success through the achievement of corporate goals. In addition, ownership of stock assists in the attraction and retention of qualified employes and Directors. Accordingly, certain key employes may be granted Stock Options, Stock Appreciation Rights, Restricted Stock, Performance Shares and Performance Units. Nonemploye Directors will also receive Awards of Common Stock.

SECTION 2. DEFINITIONS.

A. "Agreement" shall mean a written Agreement, in a form approved by the Committee, which sets forth the terms and conditions of an Award. Agreements shall be subject to the express terms and conditions set forth herein, and to such other terms and conditions not inconsistent with the Plan as the Committee shall deem appropriate.

B. "Award" shall mean an Option (which may be designated as a Nonqualified Stock Option or an Incentive Stock Option), a Stock Appreciation Right (which may be designated as a Freestanding SAR or a Tandem SAR), Restricted Stock, Performance Shares or Performance Units, in each case granted under this Plan. Each such Award shall be evidenced by an Agreement. The term shall also include non-discretionary awards of Common Stock to Nonemploye Directors pursuant to Section 10 of the Plan.

C. "Board" shall mean the Board of Directors of the Company.

D. "Code" shall mean the Internal Revenue Code of 1986, as amended from time to time.

E. "Committee" shall mean the Organization and Compensation Committee of the Board, or such other Board Committee as may be designated from time to time by the Board. All Directors serving on the Committee at any given time shall be "disinterested persons" as that term is used in Rule 16b-3, and the number of Directors serving on the Committee at any given time shall be no less than the number then required by Rule 16b-3.

F. "Common Stock" shall mean shares of common stock of the Company, subject to adjustment as provided in Section 13.

G. "Company" shall mean The Detroit Edison Company, a Michigan corporation, and any successor corporation.

H. "Date of Grant" means the date specified by the Committee pursuant to Section 4 hereof on which a grant of Options, SAR's, Restricted Stock, Performance Shares or Performance Units shall become effective, which shall not be earlier than the date on which the Committee takes action with respect thereto.

I. "Employe" shall mean (i) an employe of the Company or a Subsidiary, whether or not an officer thereof, and shall include any such employe who is also a Director of the Company or a Subsidiary, and (ii) a director of a Subsidiary who is not a Nonemploye Director.

J. "Exchange Act" shall mean the Securities Exchange Act of 1934, as amended from time to time.

K. "Exercise Price" shall mean, with respect to each share of Common Stock subject to an Option, the price fixed by the Committee at which such share may be purchased pursuant to the exercise of such Option.

L. "Fair Market Value" shall mean the fair market value of the Common Stock determined by the Committee by whatever method or means the members, in the good faith exercise of their discretion, at that time shall deem appropriate.

M. "Freestanding SAR" shall mean a right, granted pursuant to this Plan without reference or relationship to any Option, of an Employe to receive cash, shares of Common Stock, or a combination thereof, as the case may be, having an aggregate value equal to the excess of the Fair Market Value of one share of Common Stock on the date of exercise of such SAR over the Fair Market Value of one such share on the Date of Grant of such SAR.

N. "Incentive Stock Option" or "ISO" shall mean an Option that meets the requirements of Section 422 of the Code, or any successor provision, and that is intended by the Committee to constitute an ISO. Any ISO granted hereunder must be granted within ten years from the date of adoption of the Plan by the Board. If for any reason an Option (or any portion thereof) intended by the Committee to be an ISO nevertheless does not so qualify as an ISO under the Code, either at the time of grant or subsequently, such failure to qualify shall not invalidate the Option (or any portion thereof) and instead the nonqualified portion (or, if necessary, the entire Option) shall be deemed to have been granted as a Nonqualified Stock Option irrespective of the manner in which it is designated in the Option Agreement.

O. "Nonemploye Director" shall mean a Director of the Company who is not an employe of the Company or any Subsidiary.

P. "Nonqualified Stock Option" or "NQSO" shall mean an Option that is not an ISO.

Q. "Option" shall mean the right, granted pursuant to this Plan, of a holder to purchase shares of Common Stock at an Exercise Price and upon terms to be specified by the Committee. The term shall include a Nonqualified Stock Option or an Incentive Stock Option.

R. "Optionee" means the person so designated in an Agreement evidencing an outstanding Option.

S. "Performance Measures" shall mean (1) in the case of Performance Shares or Performance Units, those criteria and objectives determined by the Committee the attainment of which during the applicable Performance Period would be a pre-condition to settlement of such Award, and (2) in the case of Restricted Stock, those Committee-determined criteria and objectives (if any) which, if not met during the applicable Restriction Period, would cause a forfeiture of such Award and/or which, if met during the otherwise applicable Restriction Period, would cause an early termination of the Restriction Period. The Performance Measures applicable to any Award to an Employe who is, or is determined by the Committee to be likely to become, a "covered employe" within the meaning of Section 162(m) of the Code (or any successor provision) shall be limited to criteria and objectives related to: (i) shareholder value growth based on stock price and dividends, (ii) customer price, (iii) customer satisfaction and (iv) growth based on increasing sales or profitability of one or more business units; provided, however, that the Committee may impose any other subjective or objective criteria it may approve from time to time for the purpose of reducing the amount otherwise payable upon settlement of Performance Shares or Performance Units or for the purpose of increasing the number of shares of Restricted Stock that would otherwise be forfeited during the applicable Restriction Period. Except in the case of such a covered employe, if the

Committee determines that a change in the business, operations, corporate structure or capital structure of the Company or a Subsidiary, or the manner in which it conducts its business, or other events or circumstances render the Performance Measures to be unsuitable, the Committee may modify such Performance Measures, in whole or in part, as the Committee deems appropriate and equitable.

T. "Performance Period" shall mean the period designated by the Committee during which the Performance Measures applicable to Performance Shares or Performance Units shall be measured. The Performance Period shall be established on the Date of Grant of such Performance Shares or Performance Units, and shall not be less than one year in duration. The duration of Performance Periods may vary.

U. "Performance Shares" shall mean the right, contingent upon attainment of Performance Measures within a Performance Period, to receive a specified number of shares of Common Stock, which may be Restricted Stock, or, in lieu of all or any portion of such shares, their Fair Market Value in cash.

V. "Performance Units" shall mean the right, contingent upon attainment of Performance Measures within a Performance Period, to receive a specified dollar amount or, in lieu of all or any portion of such amount, shares of Common Stock having the same Fair Market Value or the same number of shares of Restricted Stock. Each Performance Unit shall have a face amount of $1.00.

W. "Plan" shall mean the Long-Term Incentive Plan set forth in this instrument, as amended from time to time.

X. "Reorganization" shall mean the corporate reorganization of The Detroit Edison Company pursuant to resolutions adopted by the Board of Directors of The Detroit Edison Company on December 5, 1994 and January 23, 1995 (as such resolutions may be amended or supplemented from time to time) whereby it is proposed that a corporation ("Holding Company") will become the parent holding company of The Detroit Edison Company.

Y. "Restriction Period" shall mean the period designated by the Committee during which Restricted Stock shall be subject to a substantial risk of forfeiture and may not be sold, exchanged, assigned, transferred, pledged, hypothecated or otherwise encumbered or disposed of, except as otherwise provided in the Plan.

Z. "Restricted Stock" shall mean any shares of Common Stock issued pursuant to the Plan subject to a substantial risk of forfeiture pursuant to Section 83 of the Code and to the restriction that they may not be sold, exchanged, assigned, transferred, pledged, hypothecated or otherwise encumbered or disposed of, except as otherwise provided in the Plan, prior to termination of a Restriction Period. Restricted Stock shall constitute issued and outstanding shares of Common Stock for all corporate purposes.

AA. "Rule 16b-3" means Rule 16b-3 as promulgated and amended from time to time by the Securities and Exchange Commission under the Exchange Act (or any successor rule) as in effect with respect to the Company at a given time.

BB. "Stock Appreciation Right" or "SAR" shall mean any Freestanding SAR or Tandem SAR.

CC. "Subsidiary" means a corporation, partnership, joint venture, unincorporated association or other entity in which the Company has a direct or indirect ownership or other equity interest; provided, however, for purposes of determining whether any person may receive a grant of ISO's, "Subsidiary" means any corporation in which the Company owns or controls directly or indirectly more than 50 percent of the total combined voting power represented by all classes of stock issued by such corporation at the time of the grant.

DD. "Tandem SAR" shall mean a right, granted under this Plan, pursuant to

which a holder may elect to surrender an Option, or any portion thereof, which is then exercisable, and receive in exchange therefor shares of Common Stock, cash, or a combination thereof, as the case may be, with an aggregate value equal to the excess of the Fair Market Value of one share of Common Stock at the time of exercise over the per share Exercise Price specified in such Option, multiplied by the number of shares of Common Stock covered by such Option, or portion thereof, which is so surrendered.

EE. "Tax Withholding Date" shall mean the date the withholding tax obligation first arises with respect to an Award.

SECTION 3. LIMITS ON AVAILABLE SHARES AND FREESTANDING SAR'S

A. Shares of Common Stock used for an Award under the Plan may be either authorized but unissued shares or authorized, issued and outstanding shares acquired by or on behalf of the Company in the name of an Award recipient (or permissible successor thereof) for purposes of granting or settling such Award, or may be a combination of the foregoing. Subject to adjustment as provided in Section 13 of the Plan, the aggregate maximum number of shares which may be (i) issued or transferred upon the exercise of Options or SAR's, (ii) awarded as Restricted Stock and released from substantial risk of forfeiture thereof or (iii) issued or transferred in payment of Performance Shares or Performance Units which have been earned is 7,200,000.

B. Upon the full or partial payment of any Exercise Price by the transfer to the Company of Common Stock or upon satisfaction of tax withholding obligations in connection with any such exercise or any other payment made or benefit realized under the Plan by the transfer or relinquishment of Common Stock, there shall be deemed to have been issued or transferred under the Plan only the net number of shares of Common Stock actually issued or transferred by the Company less the number of shares of Common Stock so transferred or relinquished; provided, however, that the number of shares of Common Stock actually issued or transferred by the Company upon the exercise of Incentive Stock Options shall not exceed the number of shares of Common Stock first specified above in Section 3(A), subject to adjustment as therein provided.

C. Upon payment in cash of the benefit provided by any Award granted under the Plan, any shares of Common Stock that were covered by that Award shall again be available for issuance or transfer hereunder.

D. The number of Performance Units (which each have a face amount of $1.00) that may be granted under this Plan shall not in the aggregate exceed 25,000,000. Performance Units that are granted under this Plan and are paid in shares of Common Stock or are not earned by the Employe at the end of the Performance Period shall be available for future grants of Performance Units hereunder.

E. Notwithstanding any other provision of the Plan to the contrary, no Employe shall be granted Options for more than 300,000 shares of Common Stock or Stock Appreciation Rights for more than 300,000 shares of Common Stock during any period of five consecutive calendar years, subject to adjustment as provided in Section 13 of this Plan.

F. Notwithstanding any other provision of the Plan to the contrary, in no event shall any Employe receive awards of Restricted Stock, Performance Shares and Performance Units having an aggregate value as of their respective Dates of Grant in excess of $750,000 in any calendar year or in excess of $3,500,000 in any period of five consecutive calendar years.

SECTION 4. ADMINISTRATION.

The Plan shall be administered by the Committee. In addition to any implied powers and duties that may be needed to carry out the provisions of the Plan, the Committee shall have all the powers vested in it by the terms of the Plan,

including exclusive authority to grant Awards to Employes under the Plan, to select the Employes to receive such Awards, to determine the type, size and terms of the Awards to be made to each Employe selected (which Awards need not be uniform), to determine the time when Awards to Employes will be granted, and to prescribe the form of the Agreements embodying Awards made under the Plan. Any Award made to an Employe may provide for acceleration of the period of exercisability, lapse or alteration of the Restriction Period, or modification of any Performance Measure in the event of a change in control of the Company or any Subsidiary or other similar transaction or event. The Committee shall be authorized to interpret the Plan and the Awards granted under the Plan, to establish, amend and rescind any rules and regulations relating to the Plan, to make any other determinations which it believes necessary or advisable for the administration of the Plan, and to correct any defect or supply any omission or reconcile any inconsistency in the Plan or in any Award in the manner and to the extent the Committee deems desirable to carry it into effect.

All Committee determinations shall be final, conclusive and binding on the Company, any Subsidiary, any Employe, any Nonemploye Director, beneficiary, legal representative, and any other interested parties. The Committee may authorize any one or more of their number, or any officer of the Company, to execute and deliver documents on behalf of the Committee. No member of the Committee shall be liable for any such action taken or determination made in good faith.

SECTION 5. ELIGIBILITY.

All key Employes are eligible for selection by the Committee to receive an Award, except Employes covered by a collective bargaining Agreement with the Company or a Subsidiary which does not provide for coverage under this Plan. Nonemploye Directors shall be eligible only for non-discretionary Awards under Section 10 of the Plan.

SECTION 6. STOCK OPTIONS.

A. Terms and Conditions.

1. Type of Option. The Committee may make Awards of ISO's and NQSO's. Each Option Award shall specify whether the pertinent Option is intended as a Nonqualified Stock Option or an Incentive Stock Option.

2. Number of Shares Covered. Each Option Award shall specify the number of shares of Common Stock subject to the pertinent Option.

3. Exercise Period. Each Option Award shall specify the period (or periods) not in excess of 10 years during which the pertinent Option (or portions thereof) may be exercised, and the Option

Agreement shall provide that the Option (or such portion) shall expire at the end of such period (or periods), and may be subject to earlier termination in the event of a change in control of the Company or any Subsidiary or other similar transaction or event, as provided in the Option Agreement.

4. Exercise Price. The Exercise Price shall be determined by the Committee at the time any Option is granted, and shall be set forth in the Option Agreement. In no event shall the Exercise Price per share of any Option be less than 100% of the Fair Market Value per share on the Date of Grant.

5. Manner of Exercise. The specified number of shares with respect to which an Option is exercised shall, subject to applicable tax withholding, be issued following receipt by the Company of (i) written notice of such exercise from the Optionee (in such form as the Committee shall have specified in the Option Agreement or otherwise) of an Option delivered to

the Corporate Secretary or the Vice President and Treasurer of the Company, and (ii) payment, as provided herein, of the Exercise Price.

6. Payment for Shares. (a) The Exercise Price shall be payable, in whole or in part, in (i) cash in the form of currency or check or other cash equivalent acceptable to the Company, (ii) nonforfeitable, unrestricted shares of Common Stock which are already owned by the Optionee and have a value at the time of exercise that is equal to the Option Price, (iii) any other legal consideration that the Committee may deem appropriate, including without limitation any form of consideration authorized under Section 6(A)(6)(b) below, on such basis as the Committee may determine in accordance with the Plan and (iv) any combination of the foregoing.

(b) Any grant of a Nonqualified Stock Option may provide that payment of the Exercise Price may also be made in whole or in part in the form of shares of Restricted Stock or other Common Stock that are subject to risk of forfeiture or restrictions on transfer. Unless otherwise determined by the Committee on or after the Date of Grant, whenever any Exercise Price is paid in whole or in part by means of any of the forms of consideration specified in this paragraph, the Common Stock received by the Optionee upon the exercise of the Nonqualified Option shall be subject to the same risks of forfeiture or restrictions on transfer as those that applied to the consideration surrendered by the Optionee; provided, however, that such risks of forfeiture and restrictions on transfer shall apply only to the same number of shares of Common Stock received by the Optionee as applied to the forfeitable or restricted Common Stock surrendered by the Optionee.

(c) Any grant may provide for deferred payment of the Exercise Price from the proceeds of sale through a broker of some or all of the shares of Common Stock to which the exercise relates.

B. Effect of Exercise of Option on Tandem SAR.

Upon the exercise of an Option with respect to which a Tandem SAR has been granted, the number of shares of Common Stock with respect to which the SAR shall be exercisable shall be reduced by the number of shares with respect to which the Option has been exercised.

SECTION 7. STOCK APPRECIATION RIGHTS.

A. Terms and Conditions.

1. Type of SAR. Each SAR Award shall specify whether it relates to a Tandem SAR or to Freestanding SAR's.

2. Number of Optioned Shares or Freestanding SAR's. In the case of any Tandem SAR, the SAR Award shall specify the Option and the number of shares of Common Stock subject thereto to which the SAR relates. Any SAR Award relating to Freestanding SAR's shall specify the number of such SAR's to which it relates.

3. Exercise Period. Each SAR Award shall specify the period during which the pertinent SAR(s) may be exercised and the SAR Agreement shall provide that the SAR(s) shall expire at the end of each period (or periods) and may be subject to earlier termination in the event of a change in control of the Company or any Subsidiary or other similar transaction or event, as provided in the SAR Agreement. For a Freestanding SAR, such expiration date shall be no later than ten years from the Date of Grant thereof.

For Tandem SAR's, such expiration date(s) shall be no later than the date(s) of expiration of the related Option, and a Tandem SAR shall be exercisable during its term only when and to the extent the related Option

is exercisable. A Freestanding SAR shall be exercisable only during the period of the grantee's employment with the Company or a Subsidiary and for such post-termination exercise period as would apply under the Option Agreement had the Freestanding SAR Award to the grantee instead been an Award of NQSO's.

4. Manner of Exercise. A SAR granted under the Plan shall be exercised by the holder by delivery to the Corporate Secretary or the Vice President and Treasurer of the Company of written notice of exercise in such form as shall have been specified in the SAR Agreement or otherwise.

5. Payment to Holder. If the form of consideration to be received upon exercise of the SAR is not specified in the SAR Agreement, upon the exercise thereof, the holder may request the form of consideration he or she wishes to receive in satisfaction of such SAR, which may be in shares of Common Stock (valued at Fair Market Value on the date of exercise of the SAR), or in cash, or partly in cash and partly in shares of Common Stock, as the holder shall request; provided, however, that the Committee, in its sole discretion, may consent to or disapprove any request of the Employe to receive cash in full or partial settlement of such SAR. Payment shall be subject to applicable tax withholding.

B. Effect of Exercise of Tandem SAR on Related Option.

Upon the exercise of a Tandem SAR, the number of shares covered by the related Option shall be reduced by the number of shares of Common Stock with respect to which such SAR is exercised.

SECTION 8. RESTRICTED STOCK.

A. Terms and Conditions.

The Committee may make Awards of Restricted Stock to Employes without additional consideration or may offer to sell Restricted Stock to Employes at a price that is equal to or less than its Fair Market Value. The terms and conditions of any such Restricted Stock Award shall be as determined by the Committee and shall be set forth in the Restricted Stock Agreement. The Restricted Stock Agreement shall specify the number of shares of Common Stock subject to the Award and the applicable Restriction Period or Periods. Any such Agreement may provide for forfeiture of shares covered thereby if specified Performance Measures are not attained during a Restriction Period and/or for termination of any Restriction Period upon attainment of Performance Measures, but in no event may any such Agreement permit termination of any Restriction Period earlier than three years after the Date of Grant of the pertinent Award except in the case of Awards that are subject to Performance Measures (in which case the Restriction Period shall be at least one year) or in the case of death, disability, retirement or in the event of a change in control of the Company or any Subsidiary or other similar circumstance in accordance with the provisions of the Restricted Stock Agreement.

B. Certificates Evidencing Ownership of Restricted Stock.

During the Restriction Period, a certificate representing the Restricted Stock shall be registered in the recipient's name and bear a restrictive legend to the effect that ownership of such Restricted Stock, and the enjoyment of all rights appurtenant thereto, are subject to the restrictions, terms, and conditions provided in the Plan and the applicable Agreement.

Certificates representing Restricted Stock together with stock powers or other instruments of assignment, each endorsed in blank, which will permit transfer to the Company of all or any portion of the Restricted Stock evidenced by such certificate in the event it is forfeited, shall be deposited by the recipient with the Company. Upon the termination of an applicable Restriction Period, and subject to remittance of applicable withholding tax, a certificate or certificates evidencing ownership of the number of shares of Common Stock theretofore evidenced by the certificate representing Restricted Stock, free of restrictive legend (other than any relating to a right of first refusal of the Company or required by any applicable securities laws), shall be issued to the

Employe, his or her beneficiary(ies), or legal representative, promptly after the expiration of the Restriction Period.

C. Rights With Respect to Shares During Restriction Period.

Subject to the terms and conditions of the Restricted Stock Agreement, the Employe, as the owner of the Common Stock issued as Restricted Stock, shall have all rights of a shareholder including, but not limited to, voting rights, the right to receive cash or stock dividends thereon, and the right to participate in any capital adjustment of the Company. Any distributions with respect to shares of Restricted Stock other than in the form of cash shall be held by the Company, and shall be subject to the same restrictions as the shares with respect to which such distributions were made. Any grant or sale may require that any or all dividends or other distributions paid on the shares of Restricted Stock during the Restriction Period shall be automatically sequestered and may be reinvested on an immediate or deferred basis in additional shares of Common Stock, which may be subject to the same restrictions as the underlying Award or such other restrictions as the Committee may determine.

SECTION 9. PERFORMANCE SHARES AND PERFORMANCE UNITS.

A. Terms and Conditions.

The Committee may make Awards of Performance Shares and Performance Units. The terms and conditions of any Performance Share Award or a Performance Unit Award shall be set forth in the applicable Agreement. Such Agreement shall specify the number of Performance Shares or Performance Units subject to the Award, the Performance Period(s), which may be subject to earlier termination in the event of a change in control of the Company or any Subsidiary or other similar transaction or event, and the Performance Measures applicable to the Award.

B. Payment.

Following the end of a Performance Period applicable to a granted Award, the Committee shall determine the extent (if any) to which Performance Measures established for the Award were attained and, accordingly, the number, if any, of shares of Common Stock or the amount of cash that shall then become payable to the holder of the Award. If the Performance Shares or Performance Units are to be paid to the Employe in the form of shares of Restricted Stock, the recipient must execute a Restricted Stock Agreement as a condition of the issuance of such shares in his or her name.

SECTION 10. NON-DISCRETIONARY AWARDS TO NONEMPLOYE DIRECTORS.

On the date of the 1995 annual meeting of Common Stock shareholders of the Company and on the date of each annual meeting of Common Stock shareholders of the Company thereafter, each Nonemploye Director shall receive automatically an Award of 300 shares of Common Stock if he or she is elected at such meeting or continuing to serve immediately after such meeting as a Nonemploye Director. The shares of Common Stock awarded pursuant to this Section 10 shall not be subject to any restriction under the Plan (other than any that may be required pursuant to Section 16(N)).

SECTION 11. WITHHOLDING TAXES.

The Company shall, if required by applicable law, withhold or cause to be withheld, Federal, state and/or local taxes in connection with the exercise, vesting or settlement of an Award. Unless otherwise provided in the applicable Agreement, each Employe may satisfy any such tax withholding obligation by any of the following means, or by a combination of such means: (i) a cash payment, (ii) subject to Committee approval, by delivery to the Company of a number of shares of Common Stock having a Fair Market Value, as of the Tax Withholding

Date, sufficient to satisfy the amount of the withholding tax obligation arising from an exercise, vesting or settlement of an Award, (iii) subject to Committee approval, by authorizing the Company to withhold from the shares of Common Stock otherwise issuable to the Employe pursuant to the exercise or vesting of an Award, a number of shares having a Fair Market Value, as of the Tax Withholding Date, which will satisfy the amount of the withholding tax obligation, or (iv) by a combination of such methods of payment. If the amount requested is not paid, the Company may refuse to satisfy the Award. The Company and the Employe may also make similar arrangements with respect to the payment of any taxes with respect to which withholding is not required.

SECTION 12. TRANSFERABILITY.

A. No Option or other derivative security (as that term is defined in Rule 16b-3) granted under the Plan may be transferred by an Employe except by will or the laws of descent and distribution. Options and Stock Appreciation Rights granted under the Plan may not be exercised during an Employe's lifetime except by the Employe or, in the event of the Employe's legal incapacity, by the employe's guardian or legal representative acting in a fiduciary capacity on behalf of the Employe under state law and court supervision. Notwithstanding the foregoing, the Committee, in its sole discretion, may provide for the transferability of particular Awards under the Plan so long as such provisions will not disqualify the exemption for other Awards under Rule 16b-3.

B. Any grant made under the Plan may provide that all or any part of the shares of Common Stock that are to be issued or transferred by the Company upon the exercise of Options or Stock Appreciation Rights or in payment of Performance Shares or Performance Units, or that are no longer subject to the substantial risk of forfeiture and restrictions on transfer referred to in Section 8 of this Plan, shall be subject to further restrictions upon transfer.

SECTION 13. ADJUSTMENTS UPON CHANGES IN CAPITALIZATION.

In the event of any change in the outstanding Common Stock by reason of any stock split, stock dividend, recapitalization, merger, consolidation, reorganization, combination, or exchange of shares, split-up, split-off, spin-off, spin-away, liquidation or other similar change in capitalization, or any distribution to common stock shareholders of the Company other than normal cash dividends, the number or kind of shares that may be issued, transferred or awarded under the Plan pursuant to Section 3, and the number or kind of shares subject to any outstanding Award, shall be automatically adjusted, and the Committee shall be authorized to make such other equitable adjustment of any Award or shares issuable pursuant thereto, or in any Performance Measures related to any Award, so that the proportionate interest of the Employe shall be maintained as before the occurrence of such event. In the event of any such transaction or event, the Committee may provide in substitution for any or all outstanding Awards under the Plan such alternative consideration as it may in good faith determine to be equitable under the circumstances and may require in connection therewith the surrender of all Awards so replaced. The Committee shall also make or provide for such adjustments in the maximum numbers of shares of Common Stock which may be issued or transferred upon the exercise of Options or SARs or awarded as Restricted Stock or issued or transferred in payment of Performance shares or Performance Units, as specified in Section 3(A) of the Plan, the maximum numbers of shares of Common Stock specified in Section 3(E) of the Plan and the number of shares to be awarded automatically pursuant to Section 10 of the Plan as the Committee may in good faith determine to be appropriate in order to reflect any transaction or event described in this Section 13. Any such adjustment shall be conclusive and binding for all purposes of the Plan. If the Reorganization is consummated, (i) the "Common Stock" shall mean thereafter the common stock of Holding Company for which The Detroit Edison Company common stock is exchanged in the Reorganization, subject to adjustment pursuant to this Section 13; (ii) "Company" shall thereafter refer to Holding Company and any successor corporation, and (iii) "Board" and "Committee" shall

thereafter refer to the board of directors and applicable committee of Holding Company.

SECTION 14. AMENDMENT AND TERMINATION.

The Committee may at any time terminate, modify or amend the Plan in such respects as it shall deem advisable. However, under no circumstances, without approval of the Common Stock shareholders, may the Plan be amended or modified to permit the exercise of an Option at an Exercise Price of less than the Fair Market Value of a share of Common Stock on the Date of Grant, to increase the number of shares of stock which may be the subject of Awards under the Plan under Section 3 (except pursuant to adjustments under Section 13), or otherwise cause any Award under the Plan to cease to qualify under Rule 16b-3 or for the performance based exception to Section 162(m) of the Code. The termination or any modification or amendment of the Plan shall not, without the consent of the Employe, adversely affect his or her rights under an Award granted prior thereto.

SECTION 15. CERTAIN TERMINATIONS OF EMPLOYMENT, HARDSHIP AND APPROVED LEAVES OF ABSENCE.

Notwithstanding any other provision of the Plan to the contrary, in the event of termination of employment by reason of death, disability, normal retirement, early retirement with the consent of the

Company, termination of employment to enter public service with the consent of the Company or leave of absence approved by the Company, or in the event of hardship or other special circumstances, of an Employe who holds an Option or Stock Appreciation Right that is not immediately and fully exercisable, any shares of Restricted Stock as to which the substantial risk of forfeiture or the prohibition or restriction on transfer has not lapsed, any Performance Shares or Performance Units that have not been fully earned, or any Common Shares that are subject to any transfer restriction pursuant to Section 8 of this Plan, the Committee may take any action that it deems to be equitable under the circumstances or in the best interests of the Company or any Subsidiary, including without limitation waiving or modifying any limitation or requirement with respect to any Award under this Plan.

SECTION 16. MISCELLANEOUS PROVISIONS.

A. Except as provided in Section 10, no Employe or other person shall have any claim or right to be granted an Award under the Plan.

B. Grant of any Option, SAR or Performance Shares or Performance Units shall not confer upon the grantee any rights of a shareholder with respect to any shares subject to such Award.

C. The Plan, the grant, exercise, vesting and/or settlement of Awards thereunder, and the obligations of the Company to satisfy Awards shall be subject to all applicable Federal and state laws, rules and regulations and to such approvals by any government or regulatory agency as may be required, and the Committee may impose any additional restrictions with respect to Awards in order to comply with any legal requirements applicable to Awards or to qualify for any exemption it may deem appropriate.

D. Any expenses of the Plan shall be borne by the Company.

E. By accepting an Award under the Plan, each Employe and his or her legal representative or beneficiary shall be conclusively deemed to have indicated his or her acceptance and ratification of, and consent to, any action taken under the Plan by the Company, the Board or the Committee.

F. Nothing in the Plan, or in any Agreement entered into pursuant to the Plan, shall confer on an Employe any right to continue in the employ of the

Company or any Subsidiary, or in any way affect the right of the Company or any Subsidiary to terminate the Employe's employment without prior notice at any time for any reason or for no reason.

G. Participation in the Plan shall not affect an Employe's eligibility to participate in any other benefit or incentive plan of the Company or any Subsidiary. Awards under the Plan shall not be considered earnings for purposes of the Employe Savings Plan, any Company-sponsored or Subsidiary-sponsored Retirement Plan, insurance or other employee benefit programs.

H. With respect to shares acquired upon the exercise of Options or Stock Appreciation Rights and with respect to shares acquired by an individual under a Restricted Stock Award, Performance Share or Performance Unit Award, or otherwise under the Plan, the Company may reserve a "right of first refusal" to purchase from the holder thereof any such shares at Fair Market Value. If such right is reserved, the holder, prior to any disposition of such shares of Common Stock, shall be required to first notify the Corporate Secretary or Vice President and Treasurer of the Company or such other officer as may be designated by the Committee, in writing in such form as the Committee may prescribe, of his or her intention to dispose of any such shares, and the Company will advise the holder within five days whether it intends to purchase or cause to be purchased such shares, for this purpose. Fair Market Value shall be determined as of the date next preceding the date that the Company notifies the holder of its intention to purchase or cause to be purchased such shares. The Committee will designate an officer to decide whether to accept or reject such right of first refusal. If the Company does not exercise its right to purchase or cause to be purchased the shares within such period, the holder may freely dispose of the shares following expiration of such period.

I. A breach by the Employe, his or her beneficiary(ies), or legal representative, of any restrictions, terms or conditions provided in the Plan, the Agreement, or otherwise established by the Committee with respect to any Award will, unless waived in whole or in part by the Committee, cause a forfeiture of such Award.

J. The Committee shall not, without the further approval of the Common Stock shareholders of the Company, authorize the amendment of any outstanding Option to reduce the Exercise Price or authorize the

amendment of any outstanding Stock Appreciation Right to reduce the base price. Furthermore, no Option or Stock Appreciation Right shall be cancelled and replaced with Awards having a lower Exercise Price or base price without the further approval of the Common Stock shareholders of the Company.

K. The Plan shall be submitted to the Common Stock shareholders of the Company for their approval on April 24, 1995, or on such other date as may be fixed for the next annual meeting of Common Stock shareholders, and shall become effective only upon such approval and thereafter continue until its termination by the Compensation Committee. No Restricted Stock Awards or Awards to Nonemploye Directors shall be granted prior to the date the Plan becomes effective, and any other Awards that may be granted before the Plan becomes effective shall be granted subject to and shall become effective only upon the effectiveness of the Plan.

L. The provisions of this Plan shall be interpreted and construed in accordance with the laws of the State of Michigan.

M. It is the intention that the Plan at all times fully satisfy the provisions and conditions of Rule 16b-3 applicable to a Plan of this type. Accordingly, anything herein to the contrary notwithstanding, to the extent that Rule 16b-3 at any given time would require that decisions concerning the selection of Employes who are or become subject to reporting requirements of Section 16 of the Exchange Act ("Section 16 Reporting Persons") to be granted Awards hereunder, the timing, amounts, and other terms of such Awards, and the

form of settlement of any such Awards be made only by the Committee, all such decisions by the Committee shall be final and conclusive and not subject to reversal or modification by the Board. Moreover, irrespective of any rights or discretionary power which a Section 16 Reporting Person holding a pertinent Award otherwise would possess hereunder or under the Agreement evidencing such Award concerning the timing of exercise of a SAR, the manner of paying the Exercise Price for an exercised Option, a request or election concerning the form of settlement of a SAR, or the manner of satisfying tax withholding obligations arising with respect to any Award, the Section 16 Reporting Person shall be entitled to exercise such rights and discretion only at such times and manner and under such other conditions as at the time are contemplated by the applicable provisions of Rule 16b-3 and any attempt otherwise to exercise such rights or discretion shall be void and of no effect. The Plan is intended to comply with and be subject to Rule 16b-3 as in effect prior to May 1, 1991. The Committee may at any time elect that this Plan shall be subject to Rule 16b-3 as in effect on and after May 1, 1991.

N. Restrictions on Common Stock. The Company may impose restrictions on any shares of Common Stock granted pursuant to the Plan as it may deem advisable including, without limitation, restrictions intended to achieve compliance with the Securities Act of 1933, as amended, with the requirements of any stock exchange upon which such shares or shares of the same class are then listed, and with any blue sky or securities laws applicable to such shares.

O. The Committee may require or permit Employes to elect to defer the issuance of Common Stock or the settlement of Awards in cash under such rules and procedures as it may establish under the Plan. It also may provide that deferred settlements include the payment or crediting of interest on the deferral amounts, or the payment or crediting of dividend equivalents where the deferral amounts are denominated in shares.

P. The Committee may condition the grant of any Award or combination of Awards authorized under this Plan (other than non-discretionary Awards pursuant to Section 10) on the surrender or deferral by an Employe of his or her right to receive a cash bonus or other compensation otherwise payable by the Company or a Subsidiary to the Employe.

Q. If another corporation is merged into the Company or the Company otherwise acquires another corporation, the Committee may elect to assume under this Plan any or all outstanding stock options or other awards granted by such corporation under any stock option or other plan adopted by it prior to such acquisition. Such assumptions shall be on such terms and conditions as the Committee may determine; provided, however, that the awards as so assumed do not contain any terms, conditions or rights that are inconsistent with the terms of this Plan. Unless otherwise determined by the Committee, such awards shall not be taken into account for purposes of determining the limitations contained in Section 3 of this Plan.

EXHIBIT 11-2

DTE ENERGY COMPANY AND SUBSIDIARY COMPANIES
PRIMARY AND FULLY DILUTED EARNINGS PER SHARE
OF COMMON STOCK

	Year Ended December 31		
	1995	1994	1993
	(Thousands, except per share amounts)		
PRIMARY:			
Net Income	$405,914	$390,269	$491,066
Weighted average number of common shares outstanding (a)	144,940	146,152	147,031
Earnings per share of Common Stock based on weighted average number of shares outstanding	$2.80	$2.67	$3.34
FULLY DILUTED:			
Net Income	$405,914	$390,269	$491,066
Convertible Preferred Stock dividends	205	314	340
	$406,119	$390,583	$491,406
Weighted average number of common shares outstanding (a)	144,940	146,152	147,031
Conversion of convertible Preferred Stock	237	324	351
	145,177	146,476	147,382
Earnings per share of Common Stock assuming conversion of outstanding convertible Preferred Stock	$2.80	$2.67	$3.33

(a) Based on a daily average.

EXHIBIT 12-2

THE DETROIT EDISON COMPANY AND SUBSIDIARY COMPANIES
COMPUTATION OF RATIO OF EARNINGS TO FIXED CHARGES

	Year Ended December 31		
	1995	1994	1993
	(Thousands, except for ratio)		
Net income	$ 433,651	$ 419,909	$ 521,903
Taxes based on income:			
Current income taxes	220,730	169,381	217,363
Deferred taxes - net	78,817	110,243	99,801
Investment tax credit adjustments - net	(16,294)	(12,826)	(14,227)
Municipal and state	2,627	2,566	3,373
Total taxes based on income	285,880	269,364	306,310
Fixed charges:			
Interest on long-term debt	275,599	273,763	325,194
Amortization of debt discount, premium and expense	11,312	10,832	9,114
Other interest	9,666	11,170	4,928
Interest factor of rents	29,000	28,000	29,200
Total fixed charges	325,577	323,765	368,436
Earnings before taxes based on income and fixed charges	$1,045,108	$1,013,038	$1,196,649
Ratio of earnings to fixed charges	3.21	3.13	3.25

EXHIBIT 12-3

THE DETROIT EDISON COMPANY AND SUBSIDARY COMPANIES
COMPUTATION OF RATIO OF EARNINGS TO FIXED CHARGES
AND PREFERRED AND PREFERENCE STOCK DIVIDENDS

	Year Ended December 31		
	1995	1994	1993
	(Thousands, except for ratio and percent)		
Net income	$ 433,651	$ 419,909	$ 521,903
Taxes based on income:			
Current income taxes	220,730	169,381	217,363
Deferred taxes - net	78,817	110,243	99,801
Investment tax credit adjustments - net	(16,294)	(12,826)	(14,227)
Municipal and state	2,627	2,566	3,373
Total taxes based on income	285,880	269,364	306,310
Fixed charges:			
Interest on long-term debt	275,599	273,763	325,194
Amortization of debt discount, premium and expense	11,312	10,832	9,114
Other interest	9,666	11,170	4,928
Interest factor of rents	29,000	28,000	29,200
Total fixed charges	325,577	323,765	368,436
Earnings before taxes based on income and fixed charges	$1,045,108	$1,013,038	$1,196,649
Preferred and preference stock dividends	$ 27,737	$ 29,640	$ 30,837
Dividends meeting requirement of IRC Section 247	3,870	3,870	4,383
Percent deductible for income tax purposes	40.00%	40.00%	40.00%
Amount deductible	1,548	1,548	1,753
Amount not deductible	26,189	28,092	29,084
Ratio of pretax income to net income	1.66	1.64	1.58
Dividend factor for amount not deductible	43,474	46,071	45,953
Amount deductible	1,548	1,548	1,753
Total preferred and preference stock dividend factor	45,022	47,619	47,706
Total fixed charges	325,577	323,765	368,436
Total fixed charges and preferred and preference stock dividends	$ 370,599	$ 371,384	$ 416,142
Ratio of earnings to fixed charges and preferred and preference stock dividends	2.82	2.73	2.88

EXHIBIT 16-1

March 25, 1996

Securities and Exchange Commission
450 Fifth Street, N.W.
Washington, DC 20549

Ladies and Gentlemen:

We have read Item 9 of DTE Energy Company's Form 10-K dated March 25, 1996 and are in agreement with the statements contained therein.

Your very truly,

Price Waterhouse LLP

EXHIBIT 23-7

INDEPENDENT AUDITORS' CONSENT

We consent to the incorporation by reference of our report dated January 22, 1996 appearing in the Annual Report on Form 10-K of DTE Energy Company and The Detroit Edison Company for the year ended December 31, 1995 in the following registration statements:

FORM	REGISTRATION NUMBER
DTE Energy Company	
Form S-3	33-57545
Form S-8	333-00023
The Detroit Edison Company	
Form S-3	33-53207
Form S-3	33-64296

Deloitte & Touche LLP

March 25, 1996

EXHIBIT 23-8

CONSENT OF INDEPENDENT ACCOUNTANTS

We hereby consent to the incorporation by reference in the Prospectuses constituting part of the Registration Statements on Form S-3 (Registration Nos. 33-53207 and 33-64296) of The Detroit Edison Company and Form S-8 (Registration No. 333-00023) of DTE Energy Company and in the Prospectus and Proxy Statement constituting a part of the Registration Statement on Form S-3 (Registration No. 33-57545) of DTE Energy Company of our report dated January 23, 1995 except for Note 1, paragraph one and three, which is as of January 1, 1996 appearing on page 35 of this Form 10-K.

Price Waterhouse LLP
Detroit, Michigan

March 25, 1996

<ARTICLE> UT
<LEGEND>
The DTE Energy Company and Subsidiary Companies Schedule contains summary financial information extracted from the Consolidated Statement of Income, Balance Sheet, Statement of Cash Flows, Statement of Common Shareholders' Equity and Primary and Fully Diluted Earnings per Share of Common Stock and is qualified in its entirety by reference to such financial statements.
</LEGEND>
<CIK> 0000936340
<NAME> DTE ENERGY
<MULTIPLIER> 1000

<PERIOD-TYPE>	12-MOS
<FISCAL-YEAR-END>	DEC-31-1995
<PERIOD-START>	JAN-01-1995
<PERIOD-END>	DEC-31-1995
<BOOK-VALUE>	PER-BOOK
<TOTAL-NET-UTILITY-PLANT>	8,518,402
<OTHER-PROPERTY-AND-INVEST>	453,146
<TOTAL-CURRENT-ASSETS>	835,503
<TOTAL-DEFERRED-CHARGES>	1,323,540
<OTHER-ASSETS>	0
<TOTAL-ASSETS>	11,130,591
<COMMON>	1,951,437
<CAPITAL-SURPLUS-PAID-IN>	0
<RETAINED-EARNINGS>	1,484,871
<TOTAL-COMMON-STOCKHOLDERS-EQ>	3,436,308
<PREFERRED-MANDATORY>	0
<PREFERRED>	326,604
<LONG-TERM-DEBT-NET>	3,756,094
<SHORT-TERM-NOTES>	0
<LONG-TERM-NOTES-PAYABLE>	0
<COMMERCIAL-PAPER-OBLIGATIONS>	36,990
<LONG-TERM-DEBT-CURRENT-PORT>	119,214
<PREFERRED-STOCK-CURRENT>	0
<CAPITAL-LEASE-OBLIGATIONS>	128,362
<LEASES-CURRENT>	154,307
<OTHER-ITEMS-CAPITAL-AND-LIAB>	3,172,712
<TOT-CAPITALIZATION-AND-LIAB>	11,130,591
<GROSS-OPERATING-REVENUE>	3,635,544
<INCOME-TAX-EXPENSE>	289,687
<OTHER-OPERATING-EXPENSES>	2,606,535
<TOTAL-OPERATING-EXPENSES>	2,896,222
<OPERATING-INCOME-LOSS>	739,322
<OTHER-INCOME-NET>	(11,363)
<INCOME-BEFORE-INTEREST-EXPEN>	727,959
<TOTAL-INTEREST-EXPENSE>	294,308
<NET-INCOME>	405,914
<PREFERRED-STOCK-DIVIDENDS>	27,737
<EARNINGS-AVAILABLE-FOR-COMM>	0
<COMMON-STOCK-DIVIDENDS>	298,635
<TOTAL-INTEREST-ON-BONDS>	275,599
<CASH-FLOW-OPERATIONS>	912,943
<EPS-PRIMARY>	2.80
<EPS-DILUTED>	2.80

<ARTICLE> UT
<LEGEND>
The Detroit Edison Company and Subsidiary Companies Schedule contains summary financial information extracted from the Consolidated Statement of Income, Balance Sheet, Statement of Cash Flows and Statement of Common Shareholders' Equity and is qualified in its entirety by reference to such financial statements.
</LEGEND>
<CIK> 0000028385
<NAME> THE DETROIT EDISON COMPANY
<MULTIPLIER> 1000

<PERIOD-TYPE>	12-MOS
<FISCAL-YEAR-END>	DEC-31-1995
<PERIOD-START>	JAN-01-1995
<PERIOD-END>	DEC-31-1995
<BOOK-VALUE>	PER-BOOK
<TOTAL-NET-UTILITY-PLANT>	8,518,402
<OTHER-PROPERTY-AND-INVEST>	453,146
<TOTAL-CURRENT-ASSETS>	835,503
<TOTAL-DEFERRED-CHARGES>	1,323,540
<OTHER-ASSETS>	0
<TOTAL-ASSETS>	11,130,591
<COMMON>	1,451,199
<CAPITAL-SURPLUS-PAID-IN>	500,238
<RETAINED-EARNINGS>	1,484,871
<TOTAL-COMMON-STOCKHOLDERS-EQ>	3,436,308
<PREFERRED-MANDATORY>	0
<PREFERRED>	326,604
<LONG-TERM-DEBT-NET>	3,756,094
<SHORT-TERM-NOTES>	0
<LONG-TERM-NOTES-PAYABLE>	0
<COMMERCIAL-PAPER-OBLIGATIONS>	36,990
<LONG-TERM-DEBT-CURRENT-PORT>	119,214
<PREFERRED-STOCK-CURRENT>	0
<CAPITAL-LEASE-OBLIGATIONS>	128,362
<LEASES-CURRENT>	154,307
<OTHER-ITEMS-CAPITAL-AND-LIAB>	3,172,712
<TOT-CAPITALIZATION-AND-LIAB>	11,130,591
<GROSS-OPERATING-REVENUE>	3,635,544
<INCOME-TAX-EXPENSE>	289,687
<OTHER-OPERATING-EXPENSES>	2,606,535
<TOTAL-OPERATING-EXPENSES>	2,896,222
<OPERATING-INCOME-LOSS>	739,322
<OTHER-INCOME-NET>	(11,363)
<INCOME-BEFORE-INTEREST-EXPEN>	727,959
<TOTAL-INTEREST-EXPENSE>	294,308
<NET-INCOME>	433,651
<PREFERRED-STOCK-DIVIDENDS>	27,737
<EARNINGS-AVAILABLE-FOR-COMM>	405,914
<COMMON-STOCK-DIVIDENDS>	298,635
<TOTAL-INTEREST-ON-BONDS>	275,599
<CASH-FLOW-OPERATIONS>	940,680
<EPS-PRIMARY>	0
<EPS-DILUTED>	0

EXHIBIT 99-1

THE DETROIT EDISON COMPANY

IRREVOCABLE GRANTOR TRUST

FOR THE DETROIT EDISON COMPANY

SAVINGS REPARATION PLAN

AS RESTATED AS OF JANUARY 1, 1996

THE DETROIT EDISON COMPANY

IRREVOCABLE GRANTOR TRUST

FOR THE DETROIT EDISON COMPANY

SAVINGS REPARATION PLAN

TABLE OF CONTENTS

EXHIBIT A THE DETROIT EDISON COMPANY
IRREVOCABLE GRANTOR TRUST
FOR THE DETROIT EDISON COMPANY
SAVINGS REPARATION PLAN

EXHIBIT B THE DETROIT EDISON COMPANY
IRREVOCABLE GRANTOR TRUST
FOR THE DETROIT EDISON COMPANY
SAVINGS REPARATION PLAN
PARTICIPANTS (as defined in the Trust)

6

THE DETROIT EDISON COMPANY

IRREVOCABLE GRANTOR TRUST

FOR THE DETROIT EDISON COMPANY

SAVINGS REPARATION PLAN

THIS TRUST AGREEMENT is made this 24th day of July, 1995, as restated in its entirety effective January 1, 1996, by and between The Detroit Edison Company, a Michigan corporation, and The Northern Trust Company, an Illinois corporation, of Chicago, Illinois ("Trustee"), and any successor provided for in the Trust hereby evidenced, as Trustee.

WITNESSETH THAT:

WHEREAS, the Company has established and maintains the Savings Reparation Plan ("Plan"), an unfunded benefit plan, a copy of which is attached hereto as Exhibit A, for the benefit of certain Company Executives listed on Exhibit B hereto, which Exhibits may be amended from time to time by the Company prior to a potential Change of Control and/or Change of Control, and without the Trustee's consent; and

WHEREAS, the Company has incurred and expects to continue to incur liabilities pursuant to the terms of the Plan, and wishes to establish an irrevocable trust by placing assets in trust, subject to the claims of the Company's creditors in the event the Company becomes Insolvent, to pay benefits under the Plan or to be applied as otherwise provided for herein; and

WHEREAS, it is the intention of the Company that amounts transferred to the Trust and the earnings thereon shall be used by the Trustee, subject to the claims of the Company's creditors in the event the Company becomes Insolvent, to satisfy the liabilities of the Company in accordance with the provisions hereof; and, upon satisfaction of all liabilities of the Company with respect to all Participants (and their Beneficiaries, if applicable), the assets, if any, remaining in the Trust shall revert to the Company; and

7

WHEREAS, the Company intends that the existence of the Trust shall not alter the characteristics of the Plan as an unfunded plan maintained primarily for the purpose of providing deferred compensation for a select group of management and/or highly-compensated employees, and shall not be construed to

provide income for federal income tax purposes to a Participant (or his or her Beneficiary) prior to the actual payment of benefits under the Plans; and

WHEREAS, the Trustee has agreed to serve as trustee of such trust;

NOW, THEREFORE, in consideration of the mutual undertakings of the Company and the Trustee, the parties do hereby establish the Trust, and agree that the Trust shall be comprised, held, and disposed of as follows:

I. DEFINITIONS Unless the context requires otherwise, definitions as used herein shall have the same meaning as in the Plan when applied to said Plan.

1.1 "Beneficiary" means the beneficiary designated as provided in the Plan as set forth in Exhibit A.

1.2 "Board of Directors" means the Company's Board of Directors, as constituted from time to time.

1.3 "Change of Control" means the occurrence of any of the following events:

(a) a change of control of a nature that would be required to be reported in response to Item 6(e) of Schedule 14A of Regulation 14A under the Securities Act of 1934, as amended (the "Exchange Act"), or any successor provisions, whether or not the Company is then subject to such reporting requirement; or

(b) any "person" (as such term is used in Sections 13(d) and 14(d) of the Exchange Act), other than the Company or an employee benefit plan maintained by the Company, is or becomes the "beneficial owner" (as defined in Rule 13d-3 under the Exchange Act), directly or indirectly, of securities of the Company representing 30% or more of the combined voting power of the Company's then outstanding securities ordinarily (and apart from rights accruing under special circumstances) having the right to vote at elections of the Board of Directors (the "Base Capital Stock"); provided, however, that any change in the relative beneficial ownership of securities of any person resulting solely from a reduction in the aggregate number of outstanding shares of Base Capital Stock, and any

decrease thereafter in such person's ownership of securities, shall be disregarded until such person increases in any manner, directly or indirectly, such person's beneficial ownership of any securities of the Company; or

(c) a change in the composition of the Company's Board of Directors, as a result of which fewer than two-thirds of the incumbent directors are directors who either

(1) had been directors of the Company 24 months prior to such change, or

(2) were elected, or nominated for election, to the Company's Board of Directors with the affirmative votes of at least a majority of the directors who had been directors of the Company 24 months prior to such change and who were still in office at the time of the election or nomination; or

(d) there shall be consummated

(1) any consolidation or merger of the Company in which the Company is not the continuing or surviving corporation or pursuant to which shares of the Company's common stock would be converted into cash, securities, or other property, other than a merger of the Company in which the holders of the Company's common stock immediately prior to the merger have the same proportionate ownership of common stock of the surviving corporation immediately after the merger, or

(2) any sale, lease, exchange, or other transfer (in one transaction or a series of related transactions) of all, or substantially all, of the assets of the Company, or

(3) the stockholders of the Company approve a plan or proposal for the liquidation or dissolution of the Company.

Notwithstanding the foregoing provisions of this Section 1.3 a "Change of Control" shall not be deemed to have occurred by reason of the corporate reorganization (the "Reorganization") of the Company implemented pursuant to the resolution adopted by the Board of Directors of the Company on December 5, 1994 (as such resolution may

be amended or supplemented from time to time), whereby it is proposed that a corporation will become the parent holding company of the Company.

The Company shall promptly notify the Trustee of a Change of Control and the Trustee may conclusively rely upon such notice and shall have no duty to independently determine whether a Change of Control has occurred.

1.4 "Company" means The Detroit Edison Company, a Michigan corporation, its successors and assigns.

1.5 "Effective Date" means July 24, 1995.

1.6 Reserved.

1.7 "Excess Assets" means assets of the Trust in excess of one hundred and twenty-five per cent (125%) of the Funding Amount.

1.8 "Funding Amount" means the actual benefit obligation on the books of the Company as of the most recent Valuation Date, certified by the Company to the Trustee, which shall be the amount necessary to ensure that the assets of the Trust Fund would, as of the most recent Valuation Date, have been sufficient to satisfy the Company's obligations due to each respective Participant under the Plan. Upon any Potential Change of Control and during any Potential Change of Control Period, "Funding Amount" means one hundred and twenty per cent (120%) of the actual benefit obligation on the books of the Company as of the most recent Valuation Date, as certified by the Company to the Trustee, which shall be the amount necessary to ensure that the assets of the Trust Fund would, as of the most recent Valuation Date, have been sufficient to satisfy the Company's obligations due to each respective Participant under the Plan. The Company's obligations to each respective Participant under the Plan shall be limited to benefits attributable to service rendered by the Participant to the Company.

1.9 "General Creditors" means the unsecured general creditors of

the Company, including the Participants.

1.10 Reserved.

1.11 "Insolvent" and "Insolvency" mean that the Company

(a) is unable to pay its debts as they become due; or

(b) is subject to a pending proceeding as a debtor under the Bankruptcy Code.

1.12 "Investment Manager" means the investment manager(s) appointed by the Company in the manner provided in Section 5.3 to direct the investment of any part or all of the assets of the Trust Fund in accordance with Article V.

1.13 "IRC" means the Internal Revenue Code of 1986, as amended.

1.14 "Participant" means an individual listed on Exhibit B attached hereto who

(a) is a Participant in the Plan because of services rendered to the Company; or

(b) would be a Participant in the Plan because of services rendered to the Company but is not due to age, years of service or active employment.

The Company agrees to list all Participants on Exhibit B attached hereto. Except after a Change of Control as provided in Section 3.4, the Company may add or delete Participants by delivering a new Exhibit B to the Trustee.

1.15 Reserved.

1.16 "Plan Administrator" means the party designated under the Plan as responsible for the management, operation, and administration of the Plan.

1.17 "Potential Change of Control" means the date of the earliest occurrence of any of the following events:

(a) the Company enters into an agreement, the consummation of which would result in the occurrence of a Change of Control of the Company; or

(b) any "person" (as such term is used in Sections 13(d) and 14(d) of the Exchange Act), other than the Company or an employee benefit plan maintained by the Company, is or becomes the "beneficial owner" (as defined in Rule 13d-3 under the Exchange Act), directly or indirectly, of securities of the Company representing 9.5% or more of the combined voting power of the Company's then outstanding securities ordinarily (and apart from rights accruing under special circumstances) having the right to vote at elections of the Board of

Directors (the "Base Capital Stock"); provided, however, that any

change in the relative beneficial ownership of securities of any person resulting solely from a reduction in the aggregate number of outstanding shares of Base Capital Stock, and any decrease thereafter in such person's ownership of securities, shall be disregarded until such person increases in any manner, directly or indirectly, such person's beneficial ownership of any securities of the Company; or

(c) the public announcement by any individual or entity, other than the Company, that such individual or entity intends to take or to consider taking actions which, if consummated, would constitute a Change of Control of the Company; or

(d) the public announcement of any merger, acquisition, consolidation, or reorganization of the Company in which the Company is not the continuing or surviving corporation, or pursuant to which shares of the Company's common stock would be converted into cash, securities, or other property, other than a transaction in which the holders of the Company's common stock immediately prior to the merger, acquisition, consolidation, or reorganization have the same proportionate ownership of common stock of the surviving corporation immediately after the merger, acquisition, consolidation, or reorganization, including, but not limited to, the creation of a parent entity to oversee the Company; or

(e) the public announcement of the sale or other transfer of substantially all of the assets of the Company to any third party; or

(f) the Board of Directors of the Company adopts a resolution to the effect that a Potential Change of Control of the Company has occurred for purposes of this Trust.

Notwithstanding the foregoing provisions of this Section 1.17, a "Potential Change of Control" shall not be deemed to have occurred by reason of the Reorganization (as defined in Section 1.3).

1.18 "Potential Change of Control Period" means the one (1) year period immediately following the date of a Potential Change of Control. If a subsequent Potential Change of Control occurs during any Potential Change of Control Period, the Potential Change of Control Period shall end one (1) year following the date of the most recent Potential Change of Control.

The Company shall promptly notify the Trustee of a Potential Change of Control and the Trustee may conclusively rely upon such notice and shall have no duty to independently determine whether a Potential Change of Control has occurred.

1.19 Reserved.

1.20 "Trust" means the irrevocable trust established pursuant to this Trust Agreement and all of the terms and conditions of this Trust Agreement, which is intended to constitute a grantor trust under IRC Section Section 671 et seq.

1.21 "Trust Fund" means all moneys, securities, and other property held by the Trustee, any custodian, or any insurance company under this Trust.

1.22 "Trustee" shall mean the trustee named herein, and any successor trustee appointed pursuant to Article VIII.

1.23 "Valuation Date" means the day in each calendar year which is the last day of the Company's fiscal year in each year, and such other times as the Company may determine. Each of (a) any date of a Potential Change of Control, (b) the date of a Change of Control, (c) the effective date of a Trustee's resignation or removal, and (d) the date of termination of the Trust shall also be a Valuation Date if any such date occurs other than on the last business day of the Company's fiscal Year. The first Valuation Date shall be December 31, 1994.

II. ESTABLISHMENT OF THE TRUST

2.1 Trust. The Company hereby establishes the Trust with the Trustee, which Trust shall consist of such sums of money and other property acceptable to the Trustee as from time to time have been and shall be paid or delivered by the Company to the Trustee as provided herein. All such money and other property, all investments and reinvestments made therewith, or the proceeds thereof, and all investment earnings and profits thereon, less all payments and charges as authorized herein, shall constitute the Trust Fund. The Trust Fund shall be held in trust by the Trustee, and shall be dealt with in accordance with the provisions of this Trust.

2.2 Description of Trust. The Company represents and agrees that:

(a) the Trust is intended to be a grantor trust under IRC Section Section 671-678, and shall be construed accordingly. The Company intends and agrees that it is the "owner" or grantor of the Trust in its entirety, as that term is defined in subpart E, part I, subchapter J, chapter 1, subtitle A of the IRC and that, for income tax purposes, all income, deductions, and credits of the Trust Fund belong to it as owner, and will be included on its income tax or other required tax returns, and any income tax determined to be payable as a result thereof will be the sole obligation of, and will be paid by, the Company;

(b) a true and correct copy of the Plan, as in effect on the Effective Date hereof, is attached hereto as Exhibit A. The Company shall file with the Trustee, promptly upon its adoption, a true and correct copy of each amendment to the Plan;

(c) the Trust Fund is to be used to satisfy the legal obligations of the Company to Participants under the Plan as provided herein, subject to the claims of General Creditors in the event of Insolvency, and the balance of the Trust Fund, if any, remaining after payment of the Company's obligation to Participants under the Plan will revert to the Company in accordance with the Trust;

(d) contributions by the Company to the Trust which are made coincident with and subsequent to the Effective Date shall be in amounts determined under Article III hereof. The Company agrees to fund the Trust as provided therein;

(e) the principal of the Trust, and any earnings thereon shall be held by the Trustee separate and apart from other funds of Company, and shall be used exclusively for the uses and purposes as herein set forth;

(f) the Trust established under this agreement does not fund and is not intended to fund the Plan, or any other employee benefit plan or program of the Company. Neither the establishment of

the Trust, nor the payment or delivery of assets to the Trustee shall vest any Participant in any right, title, or interest in or to any assets of the Trust Fund;

(g) participants shall have no preferred claim on, or any beneficial ownership interest in, assets of the Trust. To the extent that any Participant acquires the right to receive payment(s) under the Plan, any such right shall be

mere unsecured contractual rights of Participants against the Company, and such Participants (or their Beneficiary(ies)) shall have only the unsecured promise of the Company that such payment(s) will be made. Any assets held by the Trust will be subject to the claims of General Creditors under federal and state law in the event of Insolvency, as defined herein, with no preference whatsoever given to claims of employees over claims of other unsecured creditors of the Company; and

(h) to the extent the Plan is covered by ERISA, the Plan is a plan for a select group of management or highly compensated employees, and as such are exempt from the application of ERISA except for the disclosure requirements applicable to such plan, for which the Company bears full responsibility as to compliance. The Company further represents that the Plan is not qualified under IRC Section 401 and therefore, is not subject to any IRC requirements applicable to tax-qualified plans.

2.3 Irrevocability. Except as provided in Article 9 and this Section 2.3, the Trust shall be irrevocable from the effective date, and the assets of the Trust Fund shall be held in accordance with the provisions hereof for the exclusive purpose of providing for the payment of the Company's obligations to pay benefits to Participants under the Plan and to satisfy the claims of General Creditors in the event of Insolvency, and defraying the expenses of the Trust. Except as provided in Section 6.6 and Section 6.8 and in the event of Insolvency, no part of the income or corpus of the Trust Fund shall be recoverable by or for the benefit of the Company.

2.4 Acceptance by the Trustee. The Trustee accepts the Trust established under this Trust Agreement on the terms and subject to the provisions set forth herein, and agrees to discharge and perform fully and faithfully all of the duties and obligations imposed upon it under this Trust.

III. CONTRIBUTIONS

3.1 Calculations of Funding Amount. By September 30, 1995, the Company shall contribute to the Trust the Funding Amount as determined on the first Valuation Date. As of each Valuation Date, and until the entire Trust Fund has been distributed, the Company (or, after a Change of Control, the Company's independent public accountants) shall recalculate the Funding Amounts.

3.2 Contributions as of Each Valuation Date. During the life of

the Trust but no later than September 30 of each year, commencing no later than September 30, 1996, the Company shall contribute to the Trust such amount as is necessary to make trust assets equal the Funding Amount as of the previous Valuation Date. The Plan Administrator or its delegate (or, after a Change of Control, the Company's independent public accountants) shall provide the Trustee with written notice of the amount of the necessary contribution on or before the date such contribution is due to the Trust. Any such payments to the Trustee do not discharge or release the Company of its obligation under the Plan or Section 6.2 to pay benefits to Participants under the Plan, and shall at all times be subject to the provisions of Article VII.

3.3 Reserved.

3.4 No Dilution of Trust. After a Change of Control, the Exhibit B in effect on the date of a Change of Control shall not be amended to include a Participant not named in the Exhibit B in effect on the date of a Change of Control, unless pursuant to the requirements of this Section 3.4, at the time of delivery to the Trustee of a proposed amended Exhibit B (the "Delivery Date"), the Company shall deliver to the Trustee a determination by the Company's independent public accountants as of the Delivery Date of the proposed amended Exhibit B of the Funding Amount calculated based on the Participants named in the Exhibit B in effect on the Date of the Change of Control and any new or additional Participants named in the proposed amended Exhibit B (the "New Funding Amount") and (b), assets in an amount necessary to make the trust assets equal the New Funding Amount. If the Trustee determines that assets of the Trust Fund, including such assets as are delivered by the Company on the Delivery Date, equal or exceed the New Funding Amount, the Trustee shall accept the amended Exhibit B. Any amended Exhibit B so accepted shall be deemed incorporated with the same effect as if otherwise included herein. Unless an Exhibit B amended after a Change of Control is accepted by the Trustee as provided in this Section, the Trustee shall have no liability, responsibility, or obligation with respect to a Participant named in any amended Exhibit B unless such Participant is named in the Exhibit B then in effect on the date of a Change of Control.

3.5 Collection. In the event the Company fails to pay over to the Trustee within one hundred and twenty (120) days of notice and demand from the Trustee (or, upon the occurrence of a Potential Change of Control or a Change of Control, within seven (7) days of notice and demand from the Trustee), any amount determined to be payable by the Company to the Trustee under Sections 3.2, 6.5 or 7.4(a) of the Trust, the Trustee may commence legal action, (which is expressly deemed to include without

limitation an alternate dispute resolution proceeding), to compel the Company to pay to the Trustee any amount determined to be payable to it under the Trust. The Trustee may bring such action against the Company in any court of competent jurisdiction, and shall be entitled to recover for the benefit of the Trust from the Company such amount, plus interest for each day at the rate of interest per annum of five (5) percentage points in excess of the prime lending rate as announced by NBD Bank, from the due date specified in the Trustee's notice and demand (or the date(s) from which pro rata payments were made, if such action is brought by the Trustee pursuant to Section 6.5 hereof) to the date of payment, plus all costs of collection, including reasonable attorneys fees and costs of litigation. The Trustee is authorized to bring action to compel payment by the Company, and, in connection with reasonable claims for delinquent contributions by the Company, to retain, at the expense of the Company, counsel and other appropriate experts, including actuaries and accountants, to aid it in pursuing litigation for collection against the Company. The Trustee's anticipated reasonable costs and expenses incurred pursuant to this Section 3.5 are payable by the Company in advance; and should

the Company not make timely payment, the Trustee may charge the Trust Fund for such reasonably anticipated costs and expenses. The Trustee shall in no event be required to advance or expend its own funds in order to comply with the provisions of this Section 3.5.

IV. ACCOUNTING AND ADMINISTRATION

4.1 Trustee Recordkeeping. The Trustee shall keep or cause to be kept accurate and detailed records of any investments, receipts, disbursements, and all other transactions required to be made by the Trustee hereunder, in accordance with such rules as may be established by the Company, including such specific records as shall be agreed upon in writing between the Company and the Trustee. All accounts, books, and records relating thereto shall be open to inspection and audit at all reasonable times by any person designated by the Company. All such accounts, books, and records shall be preserved (in original form, or on microfilm, magnetic tape, or any other similar process) for such period as the Company may determine, and the Trustee may only destroy such accounts, books, and records after first notifying the Company in writing of its intention to so, and transferring to the Company any of such accounts, books, and records requested by the Company.

4.2 Company Recordkeeping. The Company shall keep full, accurate, and detailed books and records with respect to the Participants and benefits paid and payable under the Plan, which records shall be made available to the Trustee at its request.

4.3 Periodic Accounting. Within sixty (60) days following a Valuation Date, the Trustee shall deliver to Company a written accounting, dated as of the Valuation Date, of its administration of the Trust Fund during such year or during the period from the most recent Valuation Date to the date of such current Valuation Date, which accounting shall be in accordance with the following provisions:

(a) Such accounting shall set forth all investments, receipts, disbursements, and other transactions effected the by Trust Fund during the preceding year, or during the period from the most recent Valuation Date to the date of such current Valuation Date, including a description of all securities and investments purchased and sold, with the cost or net proceeds of such purchases or sales (accrued interest paid or receivable being shown separately), and showing all cash, securities or other property held in the Trust Fund, less liabilities known to the Trustee (other than liabilities to Participants entitled to benefits under the Plans) at the end of such year or other period, as the case may be. In making a valuation, all cash, securities or other property held in the Trust Fund shall be valued at their then fair market value, and shall be in a format as may be established by the Company. A copy of each accounting so delivered to the Company shall be open to inspection at the office of the Trustee during normal business hours.

(b) If within ninety (90) days after the filing of such written accounting, the Company has not delivered to the Trustee notice of any objection to any act or transaction of the Trustee, the initial accounting shall become an account stated as between the Trustee and the Company. If any objection has been delivered to the Trustee by the Company, and if the Company is satisfied that it should be withdrawn, the Company shall signify its approval of the accounting in writing filed with the Trustee, and the accounting shall become an account stated as between the Trustee and the Company. If the

accounting is adjusted following an objection thereto, the Trustee shall file and deliver the adjusted accounting to the Company. If within fifteen (15) days after such filing of an adjusted accounting, the Company has not delivered to the Trustee notice of any objection to the transactions as so adjusted, the adjusted accounting shall become an account stated as between the Trustee and the Company.

(c) Unless an accounting is fraudulent, when it becomes an account stated, it shall be finally settled, and the Trustee shall, to the extent permitted by applicable law, be forever released and discharged from all liability and

accountability with respect to the propriety of its acts and transactions shown in such accounting.

4.4 Administrative Powers of Trustee. Except to the extent that authority with respect to the administration of the Trust has been allocated to others in accordance with this Trust, and subject to Article V, the Trustee shall have exclusive authority and discretion to manage and administer the Trust. The Trustee shall act with the care, skill, prudence and diligence under the circumstances then prevailing that a prudent person acting in like capacity and familiar with such matters would use in the conduct of an enterprise of like character and with like aims, provided, however, that Trustee shall incur no liability to any person for any action taken pursuant to a direction, request or approval given by Company which is contemplated by, and in conformity with, the terms of the Trustee's responsibilities under this Trust, and is given in writing by Company. The responsibility for maintenance of individual benefit records shall be retained by the Company, and may be delegated to such person or entity as the Company may employ from time to time. Except as otherwise provided herein, the Trustee shall have, without exclusion, all powers conferred on trustees by law and, without limiting the foregoing, shall have the following administrative powers, rights, and duties in addition to those provided elsewhere in this Trust:

(a) to manage, sell, insure, and otherwise deal with all assets held by the Trustee on such terms and conditions as the Trustee shall decide; provided however, that if the Company delivers written instructions to the Trustee, the Trustee shall follow such instructions;

(b) when directed by the Company or requested by a Participant pursuant to Article VI, to make payments from the Trust Fund to Participants and, when required by Article VII, to make payments from the Trust Fund to General Creditors entitled to payments thereunder;

(c) except as provided in Article VI and Article VII, to waive, modify, reduce, compromise, release, contest, submit to arbitration, or settle or extend the time of payment of any claims, debts, damages, or demands of any nature in favor of or against the Trustee or all or any part of the Trust Fund;

(d) to retain any disputed property until an appropriate final adjudication or release is obtained, and to represent the Trust in, or commence or defend, any litigation the Trustee considers in its discretion necessary in connection with the Trust Fund;

(e) to withhold, if the Company so directs, all or any part of any payment required to be made hereunder as may be necessary and proper to protect the Trustee or the Trust Fund against any liability or claim on account of any estate, inheritance, income or other tax or assessment attributable to any amount payable hereunder, and to discharge any such liability with any part or all of such payment so withheld in accordance with Section 6.7;

(f) to maintain records reflecting all receipts and payments under this Trust and such other records as the Company may specify and to which the Trustee agrees, which records may be audited from time to time by the Company or anyone named by the Company; and to furnish a written accounting to the Company as of each Valuation Date, as provided in Section 4.3;

(g) if an insurance policy is held as an asset of the Trust, Trustee shall have no power to name a beneficiary of the policy other than the Trust, to assign the policy (as distinct from conversion of the policy from a different form) other than to a successor Trustee, or to loan to any person the proceeds of any borrowing against such policy. Notwithstanding the preceding sentence, the Trustee may loan to the Company the proceeds of any borrowing against an insurance policy held as an asset of the Trust;

(h) to furnish the Company with such information for tax or other purposes which the Company may reasonably request and which the Trustee may not unreasonably withhold;

(i) to employ accountants, advisors, agents, legal counsel (who, except following a Change of Control, may be legal counsel to the Company and who are not in the Company's reasonable judgment deemed to have a conflict of interest), consultants, custodians, depositories, experts and other providers of services, to consult with them with respect to the implementation and construction of this Trust, the duties of the Trustee hereunder, the transactions contemplated by this Trust, or any act which the Trustee proposes to take or omit, and to rely upon the advice of and services performed by such persons; to delegate discretionary powers to such persons and to reasonably rely upon information and advice furnished by such persons; provided that each such delegation and the acceptance thereof by each such person shall be in writing; and provided further that the Trustee may not delegate its responsibilities as to the management or control of the assets of the Trust Fund;

(j) to determine whether the Company is Insolvent, and to hold assets of the Trust Fund for the benefit of General Creditors in the event of Insolvency, as provided in Article VII hereof;

(k) to make payments to Participants, including after a Change of Control, as provided in Article VI hereof;

(l) to perform all other acts which in the Trustee's judgment are appropriate for the proper protection, management,

investment, and distribution of the Trust Fund, and to carry out the purposes of the Trust.

V. INVESTMENTS

5.1 Generally. With respect to assets for which the Trustee has investment responsibility, the Trustee shall invest and reinvest the principal and income of the Trust Fund and keep the Trust Fund invested, without distinction between principal and income, in accordance with the written investment guidelines established by the Company and provided to the Trustee by the Company. If no such written investment guidelines are received by the Trustee, the assets of the Trust Fund shall be invested in such investments as determined by the Trustee in accordance with the powers contained herein.

5.2 Investment Powers of Trustee. Except to the extent that authority with respect to the management of all or a portion of the Trust Fund has been allocated to others in accordance with this Trust, the Trustee shall have exclusive authority and discretion to manage and control the Trust Fund, subject only to broad investment guidelines the Company may establish from time to time. The authority to assume responsibility for investment of assets of the Trust Fund has been retained by the Company, and the authority to hold assets of the Trust Fund may be allocated to one or more custodians or insurance companies. Except as otherwise provided herein, the Trustee shall have, without exclusion, all powers conferred on trustees by applicable law and, without limiting the foregoing, shall have the following powers, rights, and duties in addition to those provided elsewhere in this Trust:

(a) to invest and reinvest in any property wherever situated, whether real, personal, mixed, foreign or domestic, including common and preferred stocks, bonds, notes, and debentures (including convertible stocks and securities, but not including any stock, securities, or debt instruments of the Company

[unless held in a collective or commingled fund and such Company securities comprise 5% or less of the assets of such fund]), leaseholds, mortgages (including, without limitation, any collective or part interest in any bond and mortgage or note and mortgage), certificates of deposit, life insurance contracts, guaranteed investment contracts, and guaranteed annuity contract, all regardless of diversification and without being limited to investments authorized by law for the investment of trust funds;

(b) to invest and reinvest, without distinction between principal and income, in contracts for future delivery of United States Treasury Bills, other financial instruments, or indices based on any group of securities, and in options to buy or sell indices based on any group of securities or any kind of evidences of ownership or indebtedness, including financial instruments or futures contracts relating thereto;

(c) to invest and reinvest part or all of the Trust Fund in any deposit accounts, deposit administration fund maintained by a legal reserve life insurance company in accordance with an agreement between the Trustee and such insurance company, a group annuity contract or life insurance policies issued by such insurance company to the Trustee as contract holder, any interest bearing deposits held by any financial institution having total capital and surplus of at least Fifty Million Dollars ($50,000,000), investments in any stocks, bonds, debentures, mutual fund shares, notes, commercial paper, treasury bills, and any mutual, common, commingled or collective trust

funds or pooled investment funds, and to diversify such investments so as to minimize the risk of losses;

(d) to commingle assets of the Trust Fund, for investment purposes only, with assets of any common, collective, or commingled trust fund which has been or may hereafter be established and maintained by the Trustee, or by any other financial institution; provided that to the extent that any part or all of the assets of the Trust Fund for which the Trustee has investment responsibility are invested in any such common, collective or commingled trust fund or pooled investment fund which is maintained by a bank or trust company (including a bank or trust company acting as Trustee), the provisions of the documents under which such common, collective or commingled trust fund or pooled investment fund are maintained shall govern any investment therein and provided further that prior to investing any portion of the Trust Fund for the first time in any such common, collective, or commingled trust fund, the Trustee shall advise the Company of its intent to make such an investment, and furnish to the Company

any information it may reasonably request with respect to such common, collective, or commingled trust fund (other than a trust fund established by the Company), and provided further that the Trustee shall maintain separate records with respect to each other trust of the Trust Fund;

(e) to vote stock and other voting securities personally or by proxy (and to delegate the Trustee's powers and discretion with respect to such stock or other voting securities to such proxy), to exercise subscription, conversion and other rights and options (and make payments from the Trust Fund in connection therewith), to take any action and to abstain from taking any action with respect to any reorganization, consolidation, merger, dissolution, recapitalization, refinancing and any other plan or change affecting any property constituting a part of the Trust Fund (and in connection therewith to delegate the Trustee's discretionary powers and pay assessments, subscriptions and other charges from the Trust Fund), to hold or register any property from time to time in the Trustee's name or in the name of a nominee or to hold it unregistered or in such form that title shall pass by delivery; and to borrow from anyone, including itself (to the extent permitted by law), such amounts from time to time as the Trustee considers desirable to carry out this Trust (and to mortgage or pledge all or part of the Trust Fund as security); to participate in any plan or reorganization, consolidation, merger, combination, liquidation, or other similar plan relating to any such property, and to consent to or oppose any such plan or any action thereunder, or any contract, lease, mortgage, purchase, sale, or other action by any corporation or other entity any of the securities of which may at any time be held in the Trust Fund, and to do any act with reference thereto;

(f) to retain in cash such amounts as the Trustee considers advisable and as are permitted by applicable law, and to deposit any cash so retained in any depository (including any bank acting as Trustee) which the Trustee may select, provided such depository must have total capital and surplus of at least Fifty Million Dollars ($50,000,000);

(g) when directed by the Company, and subject to Section 4.4(g), to apply for, pay premiums on, and maintain in force

individual, ordinary or universal life insurance policies on the lives of Participants, which policies may contain provisions which the Company may approve or direct; to receive or acquire such policy or policies from the Company, but the Trustee may purchase a life insurance policy from a person other than the insurer which issues a policy only if the Trustee pays, transfers, or otherwise exchanges an amount no more

than the cash surrender value of the policy or policies, and the policy or policies is (are) not subject to a mortgage or similar lien which the Trustee would be required to assume; to have with respect to such policy or policies any rights, powers, options, privileges, and benefits usually comprised in the term "incidents of ownership", and normally vested in an owner of such policy or policies to be exercised only pursuant to Company direction;

(h) to retain any property at any time received by it;

(i) to sell, to exchange, to convey, to transfer, or to dispose of, and to grant options for the purchase or exchange with respect to it, any property at any time held by it, by public or private sale, for cash or on credit, or partly for cash and partly for credit;

(j) to deposit any such property with any protective, reorganization, or similar committee; to delegate discretionary power to any such committee; and to pay part of the expenses and compensation of any such committee and any assessments levied with respect to any property so deposited;

(k) to exercise any conversion privilege or subscription right available in connection with any such property, and to do any act with reference thereto, including the exercise of options, the making of agreements or subscription, and the payment of expenses, assessment or subscription, which may be deemed necessary or advisable in connection therewith, and to hold and retain any securities or other property which it may so acquire;

(l) to extend the time of payment of any obligation held in the Trust Fund;

(m) to enter into standby agreements for future investment, either with or without a standby fee;

(n) to acquire, renew, or extend, or participate in the renewal or extension of any mortgage, and to agree to a reduction in the rate of interest on any indebtedness or mortgage or to any other modification or change in the terms of any indebtedness or mortgage, or of any guarantee pertaining thereto, in any manner and to any extent that may be deemed advisable for the protection of the Trust Fund or the preservation of any covenant or condition of any indebtedness or mortgage or in the performance of any guarantee, or to enforce any default in

such manner and to such extent as may be deemed advisable; and to exercise and enforce any and all rights of foreclosure, to bid on any property in foreclosure, to take a deed in lieu of foreclosure with or without paying a consideration therefor, and in connection therewith to release the obligation on the bond secured by such mortgage; and to exercise and enforce in any action, suit or proceeding at law or in equity any rights or remedies in respect of any such indebtedness or mortgage or guarantee;

(o) to make, execute, and deliver, as Trustee, any and all deeds, leases, notes, bonds, guarantees, mortgage, conveyance, contracts, waivers, releases, or other instruments in writing necessary or proper for the accomplishment of any of the foregoing powers;

(p) to organize under the laws of any state one or more corporations, partnerships, or trusts for the purpose of acquiring and holding title to any property that it is authorized to acquire under this Trust, and to exercise with respect thereto any or all of the powers set forth in this Trust;

(q) notwithstanding any powers granted to the Trustee pursuant to this Trust Agreement or to applicable law, the Trustee shall not have any power that could give this Trust the objective of carrying on a business and dividing the gains therefrom, within the meaning of Section 301.7701-2 of the Procedure and Administrative Regulations promulgated under the IRC; and

(r) generally to do all acts, whether or not expressly authorized, that the Trustee deems necessary or desirable for the protection of the Trust Fund, and to carry out the purposes of the Trust.

5.3 Investment Managers. The Company may appoint one or more Investment Managers to direct the investment of any part or all of the assets of the Trust Fund by the Trustee. Appointment of an Investment Manager shall be made by written notice to the Investment Manager(s) and to the Trustee, which notice shall specify those powers, rights, and duties of the Trustee under this Trust that are allocated to the Investment Manager(s) and the portion of the assets of the Trust Fund subject to the Investment Manager(s). After it receives written notice of such appointment, the Trustee shall have no obligation or responsibility for those investment duties which are allocated to an Investment Manager. An Investment Manager so appointed pursuant to this paragraph shall be either a registered investment adviser under the Investment Advisers Act of 1940, a bank, as defined in said Act, or an insurance company qualified to

manage, acquire and dispose of the assets of the Plans under the laws of more than one state of the United States. Any such Investment Manager shall acknowledge to the Company in writing that is accepts such appointment. The Trustee shall not be liable for any loss or diminution of any assets managed by an Investment Manager, including without limitation, any loss or diminution caused by any action or inaction taken or omitted by it at the direction of an Investment Manager. In addition, the Trustee shall not be liable for the diversification of any assets managed by Investment Managers of the Company, each of which shall be solely the responsibility of the Company. An Investment Manager may resign at any time upon written notice to the Trustee and the Company. The Company may remove an Investment Manager at any time by written notice to the Investment Manager and the Trustee.

The Company may by written notice to the Trustee assume investment responsibility for any portion or all of the Trust assets. The Trustee shall have no responsibility for any investments or review of such investments and shall act with respect to such assets only as directed by the Company.

5.4 Reserved.

5.5 Single Fund. All assets of the Trust Fund and of each investment fund, and the income thereon, shall be held and invested as a single fund, and the Trustee shall not make any separate investment of the Trust Fund, or make any separate investment fund, for the account of any Participant or other General Creditors prior to receipt of directions to make payments to such Participant or other General Creditors in accordance with Article VI or Article VII. All rights associated with assets of the Trust shall be exercised by Trustee or the person designated by Trustee, and shall in no event be exercisable by or rest with Participants.

VI. PAYMENTS FROM THE TRUST

6.1 Obligation of Trustee to Make Payments to Participants. The Trustee's obligation to distribute to any Participant out of the assets of the Trust Fund shall be limited to payment at such times and in such amounts as are properly in conformance with the provisions of Section 6.3. Payments to Participants pursuant to this Article VI shall be made by the Trustee to the extent that funds in the Trust Fund are sufficient for such purpose, and shall at all times be subject to the provisions of Article VII. In the event the Company determines that it will pay benefits directly to Participants as they become due under the terms of the Plan, the Company shall notify Trustee of its decision prior to the time amounts are payable to Participants.

6.2 Obligation of the Company to Make Payments to Participants. Notwithstanding anything in the Trust to the contrary, the Company shall remain primarily liable to pay benefits under the Plan. Distributions to Participants from the Trust Fund shall discharge, reduce, and offset the Company's obligation to pay benefits to or on behalf of the Participant, to the extent of the distributions, with respect to the Plan. If the Company's obligation to pay a benefit under the Plan is not fully discharged, reduced, and offset by a distribution from the Trust, then the Company shall make the balance of each such benefit payment as it becomes due.

6.3 Distributions to Participants. Distributions which shall be made from the Trust Fund to pay benefits in accordance with the Plan shall be initiated by:

(a) written direction to the Trustee from the Plan Administrator, which direction shall certify that such distribution(s) is(are) in accordance with the Plan, and specify the timing, form, payee, and amount of such benefit payments, including any federal, state, or local income taxes to be withheld, and the Trustee shall make or commence the directed distributions after receipt of such written direction; or

(b) by the submission to the Trustee by a Participant of a certified copy of the non-appealable order of an appropriate forum with jurisdiction to settle a claim for payment(s) under the Plan.

6.4 Reserved.

6.5 Insufficient Trust Fund Assets. If at any time the Trustee determines or is advised that the Trust Fund does not have sufficient assets to permit the Trustee to make a payment property directed pursuant to this Trust, including a payment provided for under Section 10.7 of this Trust, the Trustee shall pay any benefits due (if otherwise payable hereunder) to Participants on a pro rata basis as directed by the Plan Administrator, and the Company shall make the balance of such payments as they become due. If the Plan Administrator determines that the Trust Fund does not have sufficient funds to provide for the payment of all amounts otherwise payable to Participants (or their Beneficiary(ies)) from the Trust under the Plans, it shall notify the Company and the Trustee of the amount of the deficiency, and, within forty-five (45) days of such notice, the Company deposit in trust with the Trustee the additional amounts needed to make such payments. Upon receipt of such amount by the Trustee from the Company, proceeds shall first be used by the Trustee to pay any benefits

previously due remaining unpaid, in the order in which they were due, pursuant to Plan Administrator instructions.

6.6 Payment of Excess Assets to Company. Subject to Article VII, and except as otherwise provided in this Section and Section 6.8 hereof, the Company shall have no right or power to direct the Trustee to return to the Company or to divert to others any of the Trust Fund before payment of all benefits due or to become due have been made to Participants (or their Beneficiary(ies)) pursuant to the terms of the Plan. If, as of a Valuation Date, and based on the fair market value of the Trust Fund as determined by the Trustee in accordance with Section 4.3 hereof, the Trust Fund holds Excess Assets, then in the event the Trustee has received within ninety (90) days after the most recent Valuation Date a written request executed by the Company, the Trustee shall transfer to the Company, within thirty (30) days after the receipt of the request, and provided that a Potential Change of Control Period does not exist on the date of the transfer, such assets of the Trust Fund selected by the Company which have a fair market value equal to the amount of such Excess Assets, after converting such assets to cash if requested by the Company. Any payment of Excess Assets to the Company under this Section shall not discharge or release the Company of its obligation to make any contribution required under Article III (including the requirement of a Company contribution to the Trust upon the occurrence of a Potential Change of Control or a Change of Control), and its obligation to pay benefits to Participants under the Plan. Any payment of Excess Assets in accordance with this Section shall be subject to the provisions of Article VII.

6.7 Company to Pay Withholding and Employment Taxes. Any amount paid to a Participant by the Trustee in accordance with this Article VI shall be reduced by the amount of taxes required to be withheld pursuant to Plan Administrator instructions, and the Trustee shall inform the Company of all amounts so withheld. The Company shall direct that the Trustee shall either

(a) pay to the Company a sum equal to the amount of such taxes as are required to be withheld, whereupon the Company shall have full responsibility for the payment of all withholding taxes to the appropriate taxing authorities, or

(b) pay such taxes directly to the appropriate taxing authorities for the benefit of the Company.

The Company shall be solely responsible for the payment of any employment taxes for which it is directly liable as a result of payments by the Trustee. The Company shall

28

furnish each Participant with the appropriate tax information form evidencing payments under the Trust and the amount(s) thereof.

6.8 Payment in Reversion to Company. Subject to Article VII, upon receipt of written certification from the Company that all obligations of the Company to Participants with respect to the Plan have been satisfied, and if the Trust Fund shall have any assets remaining, the Trustee shall distribute such remaining assets of the Trust Fund to the Company, after converting such assets to cash if requested by the Company, subject to the Trustee's right to retain such reasonable amount for compensation and expenses as provided in Section 10.7. The Trust shall thereafter terminate as provided in Section 9.2.

6.9 Reserved.

VII. PAYMENTS ON INSOLVENCY OF THE COMPANY

7.1 No Security Interest. No Participant shall have any claim on or beneficial ownership interest in the Trust Fund before such assets are paid to the Participant, except as an unsecured creditor of the Company. The Company shall not create a security interest in the Trust Fund in favor of any Participant or any other General Creditor. At all times during the continuance of this Trust, as provided in this Article VII hereof, the principal and income of the Trust Fund shall be subject to the claims of General Creditors under federal and state law. If at any time the Trustee has received notice as provided below that Company is Insolvent, Trustee shall discontinue payments to Participants, and shall hold assets of the Trust Fund for the benefit of the Company's General Creditors, pursuant to the provisions of Section 7.3, with no preference whatsoever given claims of employees over claims of other unsecured creditors of the Company.

7.2 Determination of Insolvency. Notwithstanding any other provisions of this Trust, the following provisions shall apply:

(a) The Board of Directors and the Chief Executive Officer of the Company shall have the fiduciary duty and responsibility on behalf of General Creditors to notify the Trustee promptly in writing in the event the Company is Insolvent, and the Trustee shall have the right to rely thereon to the exclusion of all directions or claims for payment made thereafter by Participants.

29

(b) If the Trustee has actual knowledge that the Company is Insolvent, the Trustee shall act in accordance with Section 7.3 hereof.

(c) Unless the Trustee receives written notice from the Board of Directors or the Chief Executive Officer of the Company that the Company is Insolvent, or from a person claiming to be a General Creditor and claiming that the Company is Insolvent, the Trustee shall have no duty to inquire whether the Company is Insolvent. If the Trustee receives a written allegation from a person claiming to be a General Creditor that the Company is Insolvent, the Trustee's only

duty of inquiry shall be to request that the Company's independent public accountants determine whether the Company is Insolvent, and shall suspend benefit payments pending such determination. If the Company's independent public accountants advise the Trustee that the Company is not Insolvent, it shall resume payments in accordance with this Trust. If the Trustee receives notice of the Company's Insolvency pursuant to this Section 7.2(c), it shall act in accordance with this Section and Section 7.3 hereof.

7.3 Payments When Company Is Insolvent. Notwithstanding any other provision of this Trust to the contrary, if the Trustee has actual knowledge as described in 7.2(b), has been advised pursuant to 7.2(c) or receives actual notice described in Section 7.2(a) that the Company is Insolvent

(a) by reason of Section 1.11(b), the Trustee shall suspend payments to Participants and shall notify Participants of the suspension, and shall hold the Trust Fund for the benefit of the General Creditors, and shall pay and deliver the entire amount of the Trust Fund only as a court competent jurisdiction, or duly appointed receiver or other person authorized to act by such court, may order or direct to make the Trust Fund available to satisfy the claims of the General Creditors (payments to Participants in accordance with the terms of the Plan may be resumed only pursuant to Section 7.4 hereof); or

(b) by reason of Section 1.11(a), the Trustee shall suspend payments to Participants and shall notify Participants of the suspension, and shall (i) hold the Trust Fund for the benefit of General Creditors or (ii) pay over all or a portion of the Trust Fund to General Creditors if directed by the Company or an appropriate judicial forum.

Nothing in this Trust Agreement shall in any way diminish any rights of Participants to pursue their rights as unsecured creditors of Company with respect to benefits under the Plan, or otherwise.

7.4 Resumption of Duties after Insolvency. In the absence of notice of a Court order to the contrary, the Trustee shall resume all of its duties and responsibilities under the Trust, including payments to Participants if otherwise provided for herein, within thirty (30) days of the Trustee's receipt of a determination from the Company's independent public accounting firm that the Company is no longer Insolvent.

(a) Trust Recovery of Payments to Creditors. In the event that amounts are paid from the Trust Fund to General Creditors of the Company, then as soon as practicable after the Company is no longer Insolvent, the Company shall deposit into the Trust Fund a sum to equal to the Funding Amount, determined as of the date the Company is no longer Insolvent, which date shall be a Valuation Date. The Company (or, after a Change of Control, the Company's independent public accountants) shall provide the Trustee with written certification of such Funding Amount. If the Funding Amount is not paid by the Company within ninety (90) days of the Trustee's receipt of such notice, the Trustee shall demand payment and the provisions of Section 3.5 shall apply.

(b) Determination of Payment Amount; Resumption of Payments. Provided that there are sufficient assets of the Trust Fund, if Trustee discontinues the payment of benefits from the Trust

pursuant to Section 7.3 and subsequently resumes such payments, the first payment following such discontinuance shall include the aggregate amount of all payments due to Participants under the terms of the Plan for the period of such discontinuance, as determined by the Plan Administrator, less the aggregate amount of any payments made to Participants by the Company in lieu of the payments provided for hereunder during any such period of discontinuance. If the Trustee suspends a payment to a Participant under this Section, and subsequently makes such payment, the payment shall include interest at the rate of interest per annum equal to the prime rate as published by NBD Bank for each day from the date of suspension to the date of payment, as calculated by the Plan Administrator.

7.5 Reserved.

VIII. RESIGNATION OR REMOVAL OF TRUSTEE

8.1 Resignation or Removal of Trustee. The Trustee may resign for any reason or for no reason and at any time by giving thirty (30) days prior written notice to the Company (or such shorter notice as may be agreed to by the Company and the Trustee). Subject to Section 8.2(b) hereof, the Company may remove the Trustee, for any reason and with or without cause, by giving thirty (30) days prior written notice to the Trustee (or such shorter notice as may be agreed to by the Company and the Trustee).

8.2 Successor Trustee. In the event of the resignation or removal of a Trustee, a successor Trustee shall be appointed. Any successor Trustee appointed pursuant to this Section must be a corporation which is not an affiliate of the Company and which is authorized under the laws of the United States or of any state to administer trusts and has at the time of its appointment total capital and surplus of at least Fifty Million Dollars ($50,000,000). The Company shall give notice of any such appointment to the retiring Trustee and the successor Trustee. A successor Trustee shall be appointed in accordance with the following provisions:

(a) At any time prior to a Change of Control, a successor Trustee shall be appointed by the Company. If a Trustee should resign or be removed, and the Company does not notify the Trustee of the appointment of a successor Trustee within forty-five (45) days of its notice of its resignation or removal, then the Company shall be deemed to have failed to have appointed a successor Trustee, and the Trustee shall apply to a court of competent jurisdiction for appointment of a successor Trustee.

(b) After the occurrence of a Change of Control, the Trustee who is the Trustee on the date of the Change of Control may be removed by the Company for three (3) years from the date of the Change of Control. If a Trustee resigns or is removed at any time after the date of a Change of Control, the Trustee shall apply to a court of competent jurisdiction for appointment of a successor Trustee.

Notwithstanding Section 8.1, no resignation by or removal of the Trustee shall be effective prior to the effective date of the appointment of a successor Trustee by the Company or a court of competent jurisdiction.

8.3 Duties of Retiring and Successor Trustees. In the event of the resignation or removal of a Trustee, the retiring Trustee shall within thirty (30) days after the effective date of resignation or removal furnish to the successor Trustee and the Company a final accounting of its administration of the Trust. A successor Trustee shall succeed to the right and title of the predecessor Trustee in the assets of the Trust Fund and the retiring Trustee shall deliver the property comprising the assets of the Trust Fund (less any unpaid fees and expenses of the retiring trustee) to the successor Trustee, together with any instruments of transfer, conveyance, assignment, and further assurance as the successor Trustee may reasonably require. All of the provisions of the Trust set forth herein with respect to the Trustee shall relate to each successor Trustee with the same force and effect as if such successor Trustee had been originally named as the Trustee hereunder. To the extent permitted by law, neither the Trustee nor the successor Trustee shall be liable for any act or failure to act, and shall not be required to examine the accounts, records, or acts of the other.

8.4 Reserved.

IX. AMENDMENT AND TERMINATION OF TRUST

9.1 Amendment. Except as otherwise provided in Section 2.3 of this Trust, the Trust may be amended (but may not be not revoked unless all of the Company's obligations with respect to the Plan have been satisfied) in writing from time to time by delivery to the Trustee of such amendment executed by the Company, which amendment shall include the effective date of such amendment. Any amendment of the Trust may be made:

(a) prior to a Change of Control, without limitation and in any manner and effective as of any date, including a retroactive effective date, if accompanied by the written certification that no Change of Control has occurred;

(b) after a Change of Control, only if a period of three (3) years has elapsed since the Change of Control, and either:

(1) such amendment is accompanied by the specific written consent to the amendment by Participants whose actuarial interests under the Plan, computed by the Company's independent public accountants as of the effective date of such amendment, represent at least 51% of the total of all actuarial interests under the Plan; or

(2) such amendment is accompanied by the opinion of legal counsel satisfactory to the Trustee that the amendment is necessary for the purpose of conforming the Trust to any present or future federal or state law (including revenue laws) relating to trusts of this or similar nature, as such laws may be amended from time to time, and a certification that a copy of such notice and opinion of counsel has been delivered to each Participant.

No amendment shall conflict with the terms of the Plan subject to amendment, and no amendment may reduce the "Funding Amount" or the contribution

requirements of Article III to less than 50% of the actual benefit obligation on the books of the Company; provided such amendment shall be effective prior to a Potential Change of Control or a Change of Control. No amendment shall operate to change the duties and liabilities of the Trustee without its consent, or make the Trust revocable after it has become irrevocable in accordance with Section 2.3 hereof unless the Company has satisfied all obligations it may have with respect to the Plan as of the date of such amendment. The Company and the Trustee shall execute such amendments of the Trust as shall be necessary to give effect to any amendment made in accordance with this Section.

9.2 Termination. After all assets of the Trust Fund have been distributed by the Trustee to the Participants or their Beneficiaries in accordance with Article VI, the Trustee shall render an accounting, which shall be the final accounting, in the manner provided for in Section 4.3. Upon acceptance of the accounting by the Company, any assets remaining in the Trust Fund, after deduction of such reasonable amount for compensation and expenses as provided for in Section 10.7, shall be returned to the Company in the manner provided in Section 6.8, and the Trust shall terminate thereupon. The Trust and all the rights, titles, powers, duties, discretions and immunities imposed on or reserved to the Trustee and the Company, shall continue in effect until all assets of the Trust Fund have been distributed as provided herein.

9.3 Reserved.

X. GENERAL PROVISIONS

10.1 Coordination with Plan. The responsibilities of the Trustee shall be governed solely by the terms of this Trust Agreement.

10.2 Litigation. In any action or proceeding regarding the Trust, the Company, any assets of the Trust Fund, or the administration of the Trust, any creditors who are not parties to such action or proceedings and any other persons having or claiming to have a beneficial interest in the Trust shall not be necessary parties and shall not be entitled to any notice of process. Any final judgment which is not appealed or appealable and which may be entered in any such action or proceeding shall be binding and conclusive on the parties hereto and all persons having or claiming to have a beneficial interest in the Trust. Acceptance by a creditor of assets of the Trust Fund shall constitute a release of an equal amount of any obligations of the Company to such creditor.

10.3 Trustee's Action Conclusive. The Trustee's exercise or non-exercise of its powers and discretion in good faith shall be conclusive on all persons. No one other than the Company shall be obliged to see to the application of any money paid or property delivered to the Trustee. The certificate of the Trustee that it is acting according to this Trust will fully protect all persons dealing with the Trustee.

10.4 No Guarantee or Responsibility. Notwithstanding any other provision of this Trust to the contrary, the Trustee does not guarantee payment of any amount which may become due and payable to a Participant. The Trustee shall have no responsibility for the disclosure to Participants regarding the terms of the Plan or of this Trust, or for the validity thereof. The Trustee shall not be responsible for administrative functions under the Plan and shall have only such responsibilities under this Trust Agreement as specifically set forth herein. The Trustee will be under no liability or obligation to anyone with respect to any failure on the part of the Company, the Plan Administrator, the Company's independent public accounting firm, an Investment Manager, or a Participant to perform any of their respective obligations under the Plan or

this Trust. The Trustee shall be fully protected in relying upon any notice or direction provided to it from any party in connection with the Trustee's duties hereunder which the Trustee in good faith believes to be genuine, and executed and delivered in accordance with this Trust. Nothing in this Trust shall be construed as requiring the Trustee to make any payment in excess of the amounts held in the Trust Fund at the time of such payment or otherwise to risk or expend its own funds.

10.5 Liabilities Mutually Exclusive. Each of the Trustee and the Company shall be responsible only for its own acts or omissions.

10.6 Indemnification. The Company agrees to indemnify to the extent permitted by law the Trustee and hold it harmless against Trustee's costs, expenses and

liabilities (including, without limitation, attorneys' fees and expenses) arising out of or in connection with the performance of the Trustee's duties arising hereunder (but excluding costs arising as a result of the Trustee's bad faith or gross negligence in the performance of its responsibilities hereunder), and to be primarily liable for such payments. If the Company does not pay such costs, expenses and liabilities in a reasonably timely manner, Trustee may obtain payment from the Trust. This Section shall survive the termination of the Trust.

10.7 Expenses and Compensation. The Trustee shall be paid compensation by the Company in an amount agreed to by the Company and the Trustee. The Trustee shall be reimbursed by the Company for reasonable expenses incurred by it in the management and administration of this Trust Agreement, including the reasonable compensation of the Trustee's counsel and other agents; and if the Trustee is not timely reimbursed with respect to amounts due pursuant to this Section 10.7 (or in the case of expenses to be incurred pursuant to Section 3.5 hereof), the Trustee may charge such amounts against the Trust Fund. Any compensation or expenses so agreed upon or otherwise payable not paid by the Company on a timely basis may be charged to the Trust Fund no more frequently than quarter-annually upon notice to the Company.

10.8 Reserved.

10.9 Notice. Any notice to the Trustee or to the Company required or permitted under this Trust shall be duly and properly given and delivered if sent by certified United States mail, return receipt requested, to the Trustee at:

The Northern Trust Company
Attn: Trust Department
Fifty South LaSalle Street
Chicago, Illinois 60675

and to the Company at:

The Detroit Edison Company
Attn: Vice President and Treasurer
2000 Second Street
Detroit, Michigan 48226

or to such other address as the Trustee or the Company may specify by written notice to the other.

10.10 Antiassignment Clause. Benefits payable to Participants and their Beneficiaries under this Trust Agreement may not be anticipated, assigned (either at law or in equity), alienated, pledged, encumbered or subjected to attachment, garnishment, levy, execution or other legal or equitable process.

10.11 True and Correct Document. Any persons dealing with the Trustee may rely upon a copy of this Trust and any amendments thereto certified to be true and correct by the Trustee.

10.12 Waiver of Notice. Any notice required under this Trust may be waived by the person entitled to such notice.

10.13 Counterparts. This Trust may be executed in two or more counterparts, any one of which will be an original without reference to the others.

10.14 Gender and Number. Words denoting the masculine gender shall include the feminine and neuter genders and the singular shall include the plural and the plural shall include the singular wherever required by the context.

10.15 Successors. This Trust shall be binding on all persons entitled to payments hereunder and their respective heirs and legal representatives, and on the Company, the Trustee, and their respective successors.

10.16 Severability. If any provision of this Trust is held to be illegal or invalid, such illegality or invalidity shall not affect the remaining provisions of this Trust, which shall be construed and enforced as if such illegal or invalid provisions had never been inserted herein.

10.17 Applicable Law. The Trust shall be governed by and construed in accordance with the laws of the State of Michigan with respect to the Company's obligations and in accordance with the laws of the State of Illinois with respect to the Trustee's obligations and Trust Administration.

IN WITNESS WHEREOF, the Company and the Trustee have caused this trust agreement to be signed by their duly authorized representatives, and have caused their respective seals to be hereunto affixed, as of the Effective Date.

THE DETROIT EDISON COMPANY

By L.L. Loomans

Its

THE NORTHERN TRUST COMPANY
as Trustee

By

Its

38

EXHIBIT A

THE DETROIT EDISON COMPANY
IRREVOCABLE GRANTOR TRUST
FOR THE DETROIT EDISON COMPANY
SAVINGS REPARATION PLAN

The Company has established an Irrevocable Grantor Trust to pay benefits under the Savings Reparation Plan. A copy of such Plan, including any amendment(s), is attached hereto.

39

EXHIBIT B

THE DETROIT EDISON COMPANY
IRREVOCABLE GRANTOR TRUST
FOR THE DETROIT EDISON COMPANY
SAVINGS REPARATION PLAN

PARTICIPANTS (as defined in the Trust)

as of December 31, 1995

Name	[Date of Birth]

EXHIBIT 99-2

THE DETROIT EDISON COMPANY

IRREVOCABLE GRANTOR TRUST

FOR THE DETROIT EDISON COMPANY

RETIREMENT REPARATION PLAN

AS RESTATED AS OF JANUARY 1, 1996

THE DETROIT EDISON COMPANY

IRREVOCABLE GRANTOR TRUST

FOR THE DETROIT EDISON COMPANY

RETIREMENT REPARATION PLAN

TABLE OF CONTENTS

THE DETROIT EDISON COMPANY

IRREVOCABLE GRANTOR TRUST

FOR THE DETROIT EDISON COMPANY

RETIREMENT REPARATION PLAN

THIS TRUST AGREEMENT is made this 24th day of July, 1995, as restated in its entirety effective January 1, 1996, by and between The Detroit Edison Company, a Michigan corporation, and The Northern Trust Company, an Illinois corporation, of Chicago, Illinois ("Trustee"), and any successor provided for in the Trust hereby evidenced, as Trustee.

WITNESSETH THAT:

WHEREAS, the Company has established and maintains the Retirement Reparation Plan ("Plan"), an unfunded benefit plan, a copy of which is attached hereto as Exhibit A, for the benefit of certain Company Executives listed on Exhibit B hereto, which Exhibits may be amended from time to time by the Company prior to a potential Change of Control and/or Change of Control, and without the Trustee's consent; and

WHEREAS, the Company has incurred and expects to continue to incur liabilities pursuant to the terms of the Plan, and wishes to establish an irrevocable trust by placing assets in trust, subject to the claims of the Company's creditors in the event the Company becomes Insolvent, to pay benefits under the Plan or to be applied as otherwise provided for herein; and

WHEREAS, it is the intention of the Company that amounts transferred to the Trust and the earnings thereon shall be used by the Trustee, subject to the claims of the Company's creditors in the event the Company becomes Insolvent, to satisfy the liabilities of the Company in accordance with the provisions hereof; and, upon satisfaction of all liabilities of the Company with respect to all Participants (and their Beneficiaries, if applicable), the assets, if any, remaining in the Trust shall revert to the Company; and

WHEREAS, the Company intends that the existence of the Trust shall not alter the characteristics of the Plan as an unfunded plan maintained primarily for the purpose of providing deferred compensation for a select group of management and/or highly-compensated employees, and shall not be construed to provide income for federal income tax purposes to a Participant (or his or her Beneficiary) prior to the actual payment of benefits under the Plans; and

WHEREAS, the Trustee has agreed to serve as trustee of such trust;

NOW, THEREFORE, in consideration of the mutual undertakings of the Company and the Trustee, the parties do hereby establish the Trust, and agree that the Trust shall be comprised, held, and disposed of as follows:

I. DEFINITIONS Unless the context requires otherwise, definitions as used herein shall have the same meaning as in the Plan when applied to said Plan.

1.1 "Beneficiary" means the beneficiary designated as provided in the Plan as set forth in Exhibit A.

1.2 "Board of Directors" means the Company's Board of Directors, as constituted from time to time.

1.3 "Change of Control" means the occurrence of any of the following events:

(a) a change of control of a nature that would be required to be reported in response to Item 6(e) of Schedule 14A of Regulation 14A under the Securities Act of 1934, as amended (the "Exchange Act"), or any successor provisions, whether or not the Company is then subject to such reporting requirement; or

(b) any "person" (as such term is used in Sections 13(d) and 14(d) of the Exchange Act), other than the Company or an employee benefit plan maintained by the Company, is or becomes the "beneficial owner" (as defined in Rule 13d-3 under the Exchange Act), directly or indirectly, of securities of the Company representing 30% or more of

the combined voting power of the Company's then outstanding securities ordinarily (and apart from rights accruing under special circumstances) having the right to vote at elections of the Board of Directors (the "Base Capital Stock"); provided, however, that any change in the relative beneficial ownership of securities of any person resulting solely from a reduction in the aggregate number of outstanding shares of Base Capital Stock, and any

decrease thereafter in such person's ownership of securities, shall be disregarded until such person increases in any manner, directly or indirectly, such person's beneficial ownership of any securities of the Company; or

(c) a change in the composition of the Company's Board of Directors, as a result of which fewer than two-thirds of the incumbent directors are directors who either

(1) had been directors of the Company 24 months prior to such change, or

(2) were elected, or nominated for election, to the Company's Board of Directors with the affirmative votes of at least a majority of the directors who had been directors of the Company 24 months prior to such change and who were still in office at the time of the election or nomination; or

(d) there shall be consummated

(1) any consolidation or merger of the Company in which the Company is not the continuing or surviving corporation or pursuant to which shares of the Company's common stock would be converted into cash, securities, or other property, other than a merger of the Company in which the holders of the Company's common stock immediately prior to the merger have the same proportionate ownership of common stock of the surviving corporation immediately after the merger, or

(2) any sale, lease, exchange, or other transfer (in one transaction or a series of related transactions) of all, or substantially all, of the assets of the Company, or

(3) the stockholders of the Company approve a plan or proposal for the liquidation or dissolution of the Company.

Notwithstanding the foregoing provisions of this Section 1.3 a "Change of Control" shall not be deemed to have occurred by reason of the corporate reorganization (the "Reorganization") of the Company implemented pursuant to the resolution adopted by the Board of Directors of the Company on December 5, 1994 (as such resolution may

be amended or supplemented from time to time), whereby it is proposed that a corporation will become the parent holding company of the Company.

The Company shall promptly notify the Trustee of a Change of Control and the Trustee may conclusively rely upon such notice and shall have no duty to independently determine whether a Change of Control has occurred.

1.4 "Company" means The Detroit Edison Company, a Michigan corporation, its successors and assigns.

1.5 "Effective Date" means July 24, 1995.

1.6 Reserved.

1.7 "Excess Assets" means assets of the Trust in excess of one hundred and twenty-five per cent (125%) of the Funding Amount.

1.8 "Funding Amount" means the actual benefit obligation on the books of the Company as of the most recent Valuation Date, certified by the Company to the Trustee, which shall be the amount necessary to ensure that the assets of the Trust Fund would, as of the most recent Valuation Date, have been sufficient to satisfy the Company's obligations due to each respective Participant under the Plan. Upon any Potential Change of Control and during any potential Change of Control Period, "Funding Amount" means one hundred and twenty per cent (120%) of the actual benefit obligation on the books of the Company as of the most recent Valuation Date, as certified by the Company to the Trustee, which shall be the amount necessary to ensure that the assets of the Trust Fund would, as of the most recent Valuation Date, have been sufficient to satisfy the Company's obligations due to each respective Participant under the Plan. The Company's obligations to each respective Participant under the Plan shall be limited to benefits attributable to service rendered by the Participant to the Company.

1.9 "General Creditors" means the unsecured general creditors of the Company, including the Participants.

1.10 Reserved.

1.11 "Insolvent" and "Insolvency" mean that the Company

(a) is unable to pay its debts as they become due; or

(b) is subject to a pending proceeding as a debtor under the Bankruptcy Code.

1.12 "Investment Manager" means the investment manager(s) appointed by the Company in the manner provided in Section 5.3 to direct the investment of any part or all of the assets of the Trust Fund in accordance with Article V.

1.13 "IRC" means the Internal Revenue Code of 1986, as amended.

1.14 "Participant" means an individual listed on Exhibit B attached

hereto who

(a) is a Participant in the Plan because of services rendered to the Company; or

(b) would be a Participant in the Plan because of services rendered to the Company but is not due to age, years of service or active employment.

The Company agrees to list all Participants on Exhibit B attached hereto. Except after a Change of Control as provided in Section 3.4, the Company may add or delete Participants by delivering a new Exhibit B to the Trustee.

1.15 Reserved.

1.16 "Plan Administrator" means the party designated under the Plan as responsible for the management, operation, and administration of the Plan.

1.17 "Potential Change of Control" means the date of the earliest occurrence of any of the following events:

(a) the Company enters into an agreement, the consummation of which would result in the occurrence of a Change of Control of the Company; or

(b) any "person" (as such term is used in Sections 13(d) and 14(d) of the Exchange Act), other than the Company or an employee benefit plan maintained by the Company, is or becomes the "beneficial owner" (as defined in Rule 13d-3 under the Exchange Act), directly or indirectly, of securities of the Company representing 9.5% or more of the combined voting power of the Company's then outstanding securities ordinarily (and apart from rights accruing under special circumstances) having the right to vote at elections of the Board of

Directors (the "Base Capital Stock"); provided, however, that any change in the relative beneficial ownership of securities of any person resulting solely from a reduction in the aggregate number of outstanding shares of Base Capital Stock, and any decrease thereafter in such person's ownership of securities, shall be disregarded until such person increases in any manner, directly or indirectly, such person's beneficial ownership of any securities of the Company; or

(c) the public announcement by any individual or entity, other than the Company, that such individual or entity intends to take or to consider taking actions which, if consummated, would constitute a Change of Control of the Company; or

(d) the public announcement of any merger, acquisition, consolidation, or reorganization of the Company in which the Company is not the continuing or surviving corporation, or pursuant to which shares of the Company's common stock would be converted into cash, securities, or other property, other than a transaction in which the holders of the Company's common stock immediately prior to the merger, acquisition, consolidation, or reorganization have the same proportionate ownership of common stock of the surviving corporation immediately after the merger, acquisition, consolidation, or reorganization, including, but not limited to, the creation of a parent entity to oversee the Company; or

(e) the public announcement of the sale or other transfer

of substantially all of the assets of the Company to any third party; or

(f) the Board of Directors of the Company adopts a resolution to the effect that a Potential Change of Control of the Company has occurred for purposes of this Trust.

Notwithstanding the foregoing provisions of this Section 1.17, a "Potential Change of Control" shall not be deemed to have occurred by reason of the Reorganization (as defined in Section 1.3).

1.18 "Potential Change of Control Period" means the one (1) year period immediately following the date of a Potential Change of Control. If a subsequent Potential Change of Control occurs during any Potential Change of Control Period, the Potential Change of Control Period shall end one (1) year following the date of the most recent Potential Change of Control.

The Company shall promptly notify the Trustee of a Potential Change of Control and the Trustee may conclusively rely upon such notice and shall have no duty to independently determine whether a Potential Change of Control has occurred.

1.19 Reserved.

1.20 "Trust" means the irrevocable trust established pursuant to this Trust Agreement and all of the terms and conditions of this Trust Agreement, which is intended to constitute a grantor trust under IRC Section Section 671 et seq.

1.21 "Trust Fund" means all moneys, securities, and other property held by the Trustee, any custodian, or any insurance company under this Trust.

1.22 "Trustee" shall mean the trustee named herein, and any successor trustee appointed pursuant to Article VIII.

1.23 "Valuation Date" means the day in each calendar year which is the last day of the Company's fiscal year in each year, and such other times as the Company may determine. Each of (a) any date of a Potential Change of Control, (b) the date of a Change of Control, (c) the effective date of a Trustee's resignation or removal, and (d) the date of termination of the Trust shall also be a Valuation Date if any such date occurs other than on the last business day of the Company's fiscal Year. The first Valuation Date shall be December 31, 1994.

II. ESTABLISHMENT OF THE TRUST

2.1 Trust. The Company hereby establishes the Trust with the Trustee, which Trust shall consist of such sums of money and other property acceptable to the Trustee as from time to time have been and shall be paid or delivered by the Company to the Trustee as provided herein. All such money and other property, all investments and reinvestments made therewith, or the proceeds thereof, and all investment earnings and profits thereon, less all payments and charges as authorized herein, shall constitute the Trust Fund. The Trust Fund shall be held in trust by the Trustee, and shall be dealt with in accordance with the provisions of this Trust.

2.2 Description of Trust. The Company represents and agrees that:

(a) the Trust is intended to be a grantor trust under IRC Section Section 671-678, and shall be construed accordingly. The Company intends and agrees that it is the "owner" or grantor of the Trust in its entirety, as that term is defined in subpart E, part I, subchapter J, chapter 1, subtitle A of the IRC and that, for income tax purposes, all income, deductions, and credits of the Trust Fund belong to it as owner, and will be included on its income tax or other required tax returns, and any income tax determined to be payable as a result thereof will be the sole obligation of, and will be paid by, the Company;

(b) a true and correct copy of the Plan, as in effect on the Effective Date hereof, is attached hereto as Exhibit A. The Company shall file with the Trustee, promptly upon its adoption, a true and correct copy of each amendment to the Plan;

(c) the Trust Fund is to be used to satisfy the legal obligations of the Company to Participants under the Plan as provided herein, subject to the claims of General Creditors in the event of Insolvency, and the balance of the Trust Fund, if any, remaining after payment of the Company's obligation to Participants under the Plan will revert to the Company in accordance with the Trust;

(d) contributions by the Company to the Trust which are made coincident with and subsequent to the Effective Date shall be in amounts determined under Article III hereof. The Company agrees to fund the Trust as provided therein;

(e) the principal of the Trust, and any earnings thereon shall be held by the Trustee separate and apart from other funds of Company, and shall be used exclusively for the uses and purposes as herein set forth;

(f) the Trust established under this agreement does not fund and is not intended to fund the Plan, or any other employee benefit plan or program of the Company. Neither the establishment of the Trust, nor the payment or delivery of assets to the Trustee shall vest any Participant in any right, title, or interest in or to any assets of the Trust Fund;

(g) participants shall have no preferred claim on, or any beneficial ownership interest in, assets of the Trust. To the extent that any Participant acquires the right to receive payment(s) under the Plan, any such right shall be

mere unsecured contractual rights of Participants against the Company, and such Participants (or their Beneficiary(ies)) shall have only the unsecured promise of the Company that such payment(s) will be made. Any assets held by the Trust will be subject to the claims of General Creditors under federal and state law in the event of Insolvency, as defined herein, with no preference whatsoever given to claims of

employees over claims of other unsecured creditors of the Company; and

(h) to the extent the Plan is covered by ERISA, the Plan is a plan for a select group of management or highly compensated employees, and as such are exempt from the application of ERISA except for the disclosure requirements applicable to such plan, for which the Company bears full responsibility as to compliance. The Company further represents that the Plan is not qualified under IRC Section 401 and therefore, is not subject to any IRC requirements applicable to tax-qualified plans.

2.3 Irrevocability. Except as provided in Article 9 and this Section 2.3, the Trust shall be irrevocable from the effective date, and the assets of the Trust Fund shall be held in accordance with the provisions hereof for the exclusive purpose of providing for the payment of the Company's obligations to pay benefits to Participants under the Plan and to satisfy the claims of General Creditors in the event of Insolvency, and defraying the expenses of the Trust. Except as provided in Section 6.6 and Section 6.8 and in the event of Insolvency, no part of the income or corpus of the Trust Fund shall be recoverable by or for the benefit of the Company.

2.4 Acceptance by the Trustee. The Trustee accepts the Trust established under this Trust Agreement on the terms and subject to the provisions set forth herein, and agrees to discharge and perform fully and faithfully all of the duties and obligations imposed upon it under this Trust.

III. CONTRIBUTIONS

3.1 Calculations of Funding Amount. By September 30, 1995, the Company shall contribute to the Trust the Funding Amount as determined on the first Valuation Date. As of each Valuation Date, and until the entire Trust Fund has been distributed, the Company (or, after a Change of Control, the Company's independent public accountants) shall recalculate the Funding Amounts.

3.2 Contributions as of Each Valuation Date. During the life of the Trust but no later than September 30 of each year, commencing no later than September 30, 1996, the Company shall contribute to the Trust such amount as is necessary to make trust assets equal the Funding Amount as of the previous Valuation Date. The Plan Administrator or its delegate (or, after a Change of Control, the Company's independent public accountants) shall provide the Trustee with written notice of the amount of the necessary contribution on or before the date such contribution is due to the Trust. Any such payments to the Trustee do not discharge or release the Company of its obligation under the Plan or Section 6.2 to pay benefits to Participants under the Plan, and shall at all times be subject to the provisions of Article VII.

3.3 Reserved.

3.4 No Dilution of Trust. After a Change of Control, the Exhibit B in effect on the date of a Change of Control shall not be amended to include a Participant not named in the Exhibit B in effect on the date of a Change of Control, unless pursuant to the requirements of this Section 3.4, at the time of delivery to the Trustee of a proposed amended Exhibit B (the "Delivery Date"), the Company shall deliver to the Trustee a determination by the Company's independent public accountants as of the Delivery Date of the proposed amended Exhibit B of the Funding Amount calculated based on the Participants named in the Exhibit B in effect on the Date of the Change of Control and any new or additional Participants named in the proposed amended

Exhibit B (the "New Funding Amount") and (b), assets in an amount necessary to make the trust assets equal the New Funding Amount. If the Trustee determines that assets of the Trust Fund, including such assets as are delivered by the Company on the Delivery Date, equal or exceed the New Funding Amount, the Trustee shall accept the amended Exhibit B. Any amended Exhibit B so accepted shall be deemed incorporated with the same effect as if otherwise included herein. Unless an Exhibit B amended after a Change of Control is accepted by the Trustee as provided in this Section, the Trustee shall have no liability, responsibility, or obligation with respect to a Participant named in any amended Exhibit B unless such Participant is named in the Exhibit B then in effect on the date of a Change of Control.

3.5 Collection. In the event the Company fails to pay over to the Trustee within one hundred and twenty (120) days of notice and demand from the Trustee (or, upon the occurrence of a Potential Change of Control or a Change of Control, within seven (7) days of notice and demand from the Trustee), any amount determined to be payable by the Company to the Trustee under Sections 3.2, 6.5 or 7.4(a) of the Trust, the Trustee may commence legal action, (which is expressly deemed to include without

limitation an alternate dispute resolution proceeding), to compel the Company to pay to the Trustee any amount determined to be payable to it under the Trust. The Trustee may bring such action against the Company in any court of competent jurisdiction, and shall be entitled to recover for the benefit of the Trust from the Company such amount, plus interest for each day at the rate of interest per annum of five (5) percentage points in excess of the prime lending rate as announced by NBD Bank, from the due date specified in the Trustee's notice and demand (or the date(s) from which pro rata payments were made, if such action is brought by the Trustee pursuant to Section 6.5 hereof) to the date of payment, plus all costs of collection, including reasonable attorneys fees and costs of litigation. The Trustee is authorized to bring action to compel payment by the Company, and, in connection with reasonable claims for delinquent contributions by the Company, to retain, at the expense of the Company, counsel and other appropriate experts, including actuaries and accountants, to aid it in pursuing litigation for collection against the Company. The Trustee's anticipated reasonable costs and expenses incurred pursuant to this Section 3.5 are payable by the Company in advance; and should the Company not make timely payment, the Trustee may charge the Trust Fund for such reasonably anticipated costs and expenses. The Trustee shall in no event be required to advance or expend its own funds in order to comply with the provisions of this Section 3.5.

IV. ACCOUNTING AND ADMINISTRATION

4.1 Trustee Recordkeeping. The Trustee shall keep or cause to be kept accurate and detailed records of any investments, receipts, disbursements, and all other transactions required to be made by the Trustee hereunder, in accordance with such rules as may be established by the Company, including such specific records as shall be agreed upon in writing between the Company and the Trustee. All accounts, books, and records relating thereto shall be open to inspection and audit at all reasonable times by any person designated by the Company. All such accounts, books, and records shall be preserved (in original form, or on microfilm, magnetic tape, or any other similar process) for such period as the Company may determine, and the Trustee may only destroy such accounts, books, and records after first notifying the Company in writing of its intention to so, and transferring to the Company any of such accounts, books, and records requested by the Company.

4.2 Company Recordkeeping. The Company shall keep full, accurate,

and detailed books and records with respect to the Participants and benefits paid and payable under the Plan, which records shall be made available to the Trustee at its request.

4.3 Periodic Accounting. Within sixty (60) days following a Valuation Date, the Trustee shall deliver to Company a written accounting, dated as of the Valuation Date, of its administration of the Trust Fund during such year or during the period from the most recent Valuation Date to the date of such current Valuation Date, which accounting shall be in accordance with the following provisions:

(a) Such accounting shall set forth all investments, receipts, disbursements, and other transactions effected the by Trust Fund during the preceding year, or during the period from the most recent Valuation Date to the date of such current Valuation Date, including a description of all securities and investments purchased and sold, with the cost or net proceeds of such purchases or sales (accrued interest paid or receivable being shown separately), and showing all cash, securities or other property held in the Trust Fund, less liabilities known to the Trustee (other than liabilities to Participants entitled to benefits under the Plans) at the end of such year or other period, as the case may be. In making a valuation, all cash, securities or other property held in the Trust Fund shall be valued at their then fair market value, and shall be in a format as may be established by the Company. A copy of each accounting so delivered to the Company shall be open to inspection at the office of the Trustee during normal business hours.

(b) If within ninety (90) days after the filing of such written accounting, the Company has not delivered to the Trustee notice of any objection to any act or transaction of the Trustee, the initial accounting shall become an account stated as between the Trustee and the Company. If any objection has been delivered to the Trustee by the Company, and if the Company is satisfied that it should be withdrawn, the Company shall signify its approval of the accounting in writing filed with the Trustee, and the accounting shall become an account stated as between the Trustee and the Company. If the accounting is adjusted following an objection thereto, the Trustee shall file and deliver the adjusted accounting to the Company. If within fifteen (15) days after such filing of an adjusted accounting, the Company has not delivered to the Trustee notice of any objection to the transactions as so adjusted, the adjusted accounting shall become an account stated as between the Trustee and the Company.

(c) Unless an accounting is fraudulent, when it becomes an account stated, it shall be finally settled, and the Trustee shall, to the extent permitted by applicable law, be forever released and discharged from all liability and

accountability with respect to the propriety of its acts and

transactions shown in such accounting.

4.4 Administrative Powers of Trustee. Except to the extent that authority with respect to the administration of the Trust has been allocated to others in accordance with this Trust, and subject to Article V, the Trustee shall have exclusive authority and discretion to manage and administer the Trust. The Trustee shall act with the care, skill, prudence and diligence under the circumstances then prevailing that a prudent person acting in like capacity and familiar with such matters would use in the conduct of an enterprise of like character and with like aims, provided, however, that Trustee shall incur no liability to any person for any action taken pursuant to a direction, request or approval given by Company which is contemplated by, and in conformity with, the terms of the Trustee's responsibilities under this Trust, and is given in writing by Company. The responsibility for maintenance of individual benefit records shall be retained by the Company, and may be delegated to such person or entity as the Company may employ from time to time. Except as otherwise provided herein, the Trustee shall have, without exclusion, all powers conferred on trustees by law and, without limiting the foregoing, shall have the following administrative powers, rights, and duties in addition to those provided elsewhere in this Trust:

(a) to manage, sell, insure, and otherwise deal with all assets held by the Trustee on such terms and conditions as the Trustee shall decide; provided however, that if the Company delivers written instructions to the Trustee, the Trustee shall follow such instructions;

(b) when directed by the Company or requested by a Participant pursuant to Article VI, to make payments from the Trust Fund to Participants and, when required by Article VII, to make payments from the Trust Fund to General Creditors entitled to payments thereunder;

(c) except as provided in Article VI and Article VII, to waive, modify, reduce, compromise, release, contest, submit to arbitration, or settle or extend the time of payment of any claims, debts, damages, or demands of any nature in favor of or against the Trustee or all or any part of the Trust Fund;

(d) to retain any disputed property until an appropriate final adjudication or release is obtained, and to represent the Trust in, or commence or defend, any litigation the Trustee considers in its discretion necessary in connection with the Trust Fund;

(e) to withhold, if the Company so directs, all or any part of any payment required to be made hereunder as may be necessary and proper to protect the Trustee or the Trust Fund against any liability or claim on account of any estate, inheritance, income or other tax or assessment attributable to any amount payable hereunder, and to discharge any such liability with any part or all of such payment so withheld in accordance with Section 6.7;

(f) to maintain records reflecting all receipts and payments under this Trust and such other records as the Company may specify and to which the Trustee agrees, which records may be audited from time to time by the Company or anyone named by the Company; and to furnish a written accounting to the Company as of each Valuation Date, as provided in Section 4.3;

(g) if an insurance policy is held as an asset of the Trust, Trustee shall have no power to name a beneficiary of the policy other than the Trust, to assign the policy (as distinct from conversion of the policy from a different form) other than to a successor Trustee, or to loan to any person the proceeds of any borrowing against such policy. Notwithstanding the preceding sentence, the Trustee may loan to the Company the proceeds of any borrowing against an insurance policy held as an asset of the Trust;

(h) to furnish the Company with such information for tax or other purposes which the Company may reasonably request and which the Trustee may not unreasonably withhold;

(i) to employ accountants, advisors, agents, legal counsel (who, except following a Change of Control, may be legal counsel to the Company and who are not in the Company's reasonable judgment deemed to have a conflict of interest), consultants, custodians, depositories, experts and other providers of services, to consult with them with respect to the implementation and construction of this Trust, the duties of the Trustee hereunder, the transactions contemplated by this Trust, or any act which the Trustee proposes to take or omit, and to rely upon the advice of and services performed by such persons; to delegate discretionary powers to such persons and to reasonably rely upon information and advice furnished by such persons; provided that each such delegation and the acceptance thereof by each such person shall be in writing; and provided further that the Trustee may not delegate its responsibilities as to the management or control of the assets of the Trust Fund;

(j) to determine whether the Company is Insolvent, and to hold assets of the Trust Fund for the benefit of General Creditors in the event of Insolvency, as provided in Article VII hereof;

(k) to make payments to Participants, including after a Change of Control, as provided in Article VI hereof;

(l) to perform all other acts which in the Trustee's judgment are appropriate for the proper protection, management, investment, and distribution of the Trust Fund, and to carry out the purposes of the Trust.

V. INVESTMENTS

5.1 Generally. With respect to assets for which the Trustee has investment responsibility, the Trustee shall invest and reinvest the principal and income of the Trust Fund and keep the Trust Fund invested, without distinction between principal and income, in accordance with the written investment guidelines established by the Company and provided to the Trustee by the Company. If no such written investment guidelines are received by the Trustee, the assets of the Trust Fund shall be invested in such investments as determined by the Trustee in accordance with the powers contained herein.

5.2 Investment Powers of Trustee. Except to the extent that authority with respect to the management of all or a portion of the Trust Fund has been allocated to others in accordance with this Trust, the Trustee shall have exclusive authority and discretion to manage and control the Trust Fund, subject only to broad investment guidelines the Company may establish from time to time. The authority to assume responsibility for investment of assets of the Trust Fund has been retained by the Company, and the authority to hold assets of the Trust Fund may be allocated to one or more custodians or insurance

companies. Except as otherwise provided herein, the Trustee shall have, without exclusion, all powers conferred on trustees by applicable law and, without limiting the foregoing, shall have the following powers, rights, and duties in addition to those provided elsewhere in this Trust:

(a) to invest and reinvest in any property wherever situated, whether real, personal, mixed, foreign or domestic, including common and preferred stocks, bonds, notes, and debentures (including convertible stocks and securities, but not including any stock, securities, or debt instruments of the Company

[unless held in a collective or commingled fund and such Company securities comprise 5% or less of the assets of such fund]), leaseholds, mortgages (including, without limitation, any collective or part interest in any bond and mortgage or note and mortgage), certificates of deposit, life insurance contracts, guaranteed investment contracts, and guaranteed annuity contract, all regardless of diversification and without being limited to investments authorized by law for the investment of trust funds;

(b) to invest and reinvest, without distinction between principal and income, in contracts for future delivery of United States Treasury Bills, other financial instruments, or indices based on any group of securities, and in options to buy or sell indices based on any group of securities or any kind of evidences of ownership or indebtedness, including financial instruments or futures contracts relating thereto;

(c) to invest and reinvest part or all of the Trust Fund in any deposit accounts, deposit administration fund maintained by a legal reserve life insurance company in accordance with an agreement between the Trustee and such insurance company, a group annuity contract or life insurance policies issued by such insurance company to the Trustee as contract holder, any interest bearing deposits held by any financial institution having total capital and surplus of at least Fifty Million Dollars ($50,000,000), investments in any stocks, bonds, debentures, mutual fund shares, notes, commercial paper, treasury bills, and any mutual, common, commingled or collective trust funds or pooled investment funds, and to diversify such investments so as to minimize the risk of losses;

(d) to commingle assets of the Trust Fund, for investment purposes only, with assets of any common, collective, or commingled trust fund which has been or may hereafter be established and maintained by the Trustee, or by any other financial institution; provided that to the extent that any part or all of the assets of the Trust Fund for which the Trustee has investment responsibility are invested in any such common, collective or commingled trust fund or pooled investment fund which is maintained by a bank or trust company (including a bank or trust company acting as Trustee), the provisions of the documents under which such common, collective or commingled trust fund or pooled investment fund are maintained shall govern any investment therein and provided further that prior to investing any portion of the Trust Fund for the first time in any such common, collective, or commingled trust fund, the Trustee shall advise the Company of its intent to make such an investment, and furnish to the Company

any information it may reasonably request with respect to such common, collective, or commingled trust fund (other than a trust fund established by the Company), and provided further that the Trustee shall maintain separate records with respect to each other trust of the Trust Fund;

(e) to vote stock and other voting securities personally or by proxy (and to delegate the Trustee's powers and discretion with respect to such stock or other voting securities to such proxy), to exercise subscription, conversion and other rights and options (and make payments from the Trust Fund in connection therewith), to take any action and to abstain from taking any action with respect to any reorganization, consolidation, merger, dissolution, recapitalization, refinancing and any other plan or change affecting any property constituting a part of the Trust Fund (and in connection therewith to delegate the Trustee's discretionary powers and pay assessments, subscriptions and other charges from the Trust Fund), to hold or register any property from time to time in the Trustee's name or in the name of a nominee or to hold it unregistered or in such form that title shall pass by delivery; and to borrow from anyone, including itself (to the extent permitted by law), such amounts from time to time as the Trustee considers desirable to carry out this Trust (and to mortgage or pledge all or part of the Trust Fund as security); to participate in any plan or reorganization, consolidation, merger, combination, liquidation, or other similar plan relating to any such property, and to consent to or oppose any such plan or any action thereunder, or any contract, lease, mortgage, purchase, sale, or other action by any corporation or other entity any of the securities of which may at any time be held in the Trust Fund, and to do any act with reference thereto;

(f) to retain in cash such amounts as the Trustee considers advisable and as are permitted by applicable law, and to deposit any cash so retained in any depository (including any bank acting as Trustee) which the Trustee may select, provided such depository must have total capital and surplus of at least Fifty Million Dollars ($50,000,000);

(g) when directed by the Company, and subject to Section 4.4(g), to apply for, pay premiums on, and maintain in force individual, ordinary or universal life insurance policies on the lives of Participants, which policies may contain provisions which the Company may approve or direct; to receive or acquire such policy or policies from the Company, but the Trustee may purchase a life insurance policy from a person other than the insurer which issues a policy only if the Trustee pays, transfers, or otherwise exchanges an amount no more

than the cash surrender value of the policy or policies, and the policy or policies is (are) not subject to a mortgage or similar lien which the Trustee would be required to assume; to have with respect to

such policy or policies any rights, powers, options, privileges, and benefits usually comprised in the term "incidents of ownership", and normally vested in an owner of such policy or policies to be exercised only pursuant to Company direction;

(h) to retain any property at any time received by it;

(i) to sell, to exchange, to convey, to transfer, or to dispose of, and to grant options for the purchase or exchange with respect to it, any property at any time held by it, by public or private sale, for cash or on credit, or partly for cash and partly for credit;

(j) to deposit any such property with any protective, reorganization, or similar committee; to delegate discretionary power to any such committee; and to pay part of the expenses and compensation of any such committee and any assessments levied with respect to any property so deposited;

(k) to exercise any conversion privilege or subscription right available in connection with any such property, and to do any act with reference thereto, including the exercise of options, the making of agreements or subscription, and the payment of expenses, assessment or subscription, which may be deemed necessary or advisable in connection therewith, and to hold and retain any securities or other property which it may so acquire;

(l) to extend the time of payment of any obligation held in the Trust Fund;

(m) to enter into standby agreements for future investment, either with or without a standby fee;

(n) to acquire, renew, or extend, or participate in the renewal or extension of any mortgage, and to agree to a reduction in the rate of interest on any indebtedness or mortgage or to any other modification or change in the terms of any indebtedness or mortgage, or of any guarantee pertaining thereto, in any manner and to any extent that may be deemed advisable for the protection of the Trust Fund or the preservation of any covenant or condition of any indebtedness or mortgage or in the performance of any guarantee, or to enforce any default in

such manner and to such extent as may be deemed advisable; and to exercise and enforce any and all rights of foreclosure, to bid on any property in foreclosure, to take a deed in lieu of foreclosure with or without paying a consideration therefor, and in connection therewith to release the obligation on the bond secured by such mortgage; and to exercise and enforce in any action, suit or proceeding at law or in equity any rights or remedies in respect of any such indebtedness or mortgage or guarantee;

(o) to make, execute, and deliver, as Trustee, any and all deeds, leases, notes, bonds, guarantees, mortgage, conveyance, contracts, waivers, releases, or other instruments in writing necessary or proper for the accomplishment of any of the foregoing powers;

(p) to organize under the laws of any state one or more corporations, partnerships, or trusts for the purpose of acquiring and

holding title to any property that it is authorized to acquire under this Trust, and to exercise with respect thereto any or all of the powers set forth in this Trust;

(q) notwithstanding any powers granted to the Trustee pursuant to this Trust Agreement or to applicable law, the Trustee shall not have any power that could give this Trust the objective of carrying on a business and dividing the gains therefrom, within the meaning of Section 301.7701-2 of the Procedure and Administrative Regulations promulgated under the IRC; and

(r) generally to do all acts, whether or not expressly authorized, that the Trustee deems necessary or desirable for the protection of the Trust Fund, and to carry out the purposes of the Trust.

5.3 Investment Managers. The Company may appoint one or more Investment Managers to direct the investment of any part or all of the assets of the Trust Fund by the Trustee. Appointment of an Investment Manager shall be made by written notice to the Investment Manager(s) and to the Trustee, which notice shall specify those powers, rights, and duties of the Trustee under this Trust that are allocated to the Investment Manager(s) and the portion of the assets of the Trust Fund subject to the Investment Manager(s). After it receives written notice of such appointment, the Trustee shall have no obligation or responsibility for those investment duties which are allocated to an Investment Manager. An Investment Manager so appointed pursuant to this paragraph shall be either a registered investment adviser under the Investment Advisers Act of 1940, a bank, as defined in said Act, or an insurance company qualified to

manage, acquire and dispose of the assets of the Plans under the laws of more than one state of the United States. Any such Investment Manager shall acknowledge to the Company in writing that is accepts such appointment. The Trustee shall not be liable for any loss or diminution of any assets managed by an Investment Manager, including without limitation, any loss or diminution caused by any action or inaction taken or omitted by it at the direction of an Investment Manager. In addition, the Trustee shall not be liable for the diversification of any assets managed by Investment Managers of the Company, each of which shall be solely the responsibility of the Company. An Investment Manager may resign at any time upon written notice to the Trustee and the Company. The Company may remove an Investment Manager at any time by written notice to the Investment Manager and the Trustee.

The Company may by written notice to the Trustee assume investment responsibility for any portion or all of the Trust assets. The Trustee shall have no responsibility for any investments or review of such investments and shall act with respect to such assets only as directed by the Company.

5.4 Reserved.

5.5 Single Fund. All assets of the Trust Fund and of each investment fund, and the income thereon, shall be held and invested as a single fund, and the Trustee shall not make any separate investment of the Trust Fund, or make any separate investment fund, for the account of any Participant or other General Creditors prior to receipt of directions to make payments to such Participant or other General Creditors in accordance with Article VI or Article VII. All rights associated with assets of the Trust shall be exercised by Trustee or the person designated by Trustee, and shall in no event be exercisable by or rest with Participants.

VI. PAYMENTS FROM THE TRUST

6.1 Obligation of Trustee to Make Payments to Participants. The Trustee's obligation to distribute to any Participant out of the assets of the Trust Fund shall be limited to payment at such times and in such amounts as are properly in conformance with the provisions of Section 6.3. Payments to Participants pursuant to this Article VI shall be made by the Trustee to the extent that funds in the Trust Fund are sufficient for such purpose, and shall at all times be subject to the provisions of Article VII. In the event the Company determines that it will pay benefits directly to Participants as they become due under the terms of the Plan, the Company shall notify Trustee of its decision prior to the time amounts are payable to Participants.

6.2 Obligation of the Company to Make Payments to Participants. Notwithstanding anything in the Trust to the contrary, the Company shall remain primarily liable to pay benefits under the Plan. Distributions to Participants from the Trust Fund shall discharge, reduce, and offset the Company's obligation to pay benefits to or on behalf of the Participant, to the extent of the distributions, with respect to the Plan. If the Company's obligation to pay a benefit under the Plan is not fully discharged, reduced, and offset by a distribution from the Trust, then the Company shall make the balance of each such benefit payment as it becomes due.

6.3 Distributions to Participants. Distributions which shall be made from the Trust Fund to pay benefits in accordance with the Plan shall be initiated by:

(a) written direction to the Trustee from the Plan Administrator, which direction shall certify that such distribution(s) is(are) in accordance with the Plan, and specify the timing, form, payee, and amount of such benefit payments, including any federal, state, or local income taxes to be withheld, and the Trustee shall make or commence the directed distributions after receipt of such written direction; or

(b) by the submission to the Trustee by a Participant of a certified copy of the non-appealable order of an appropriate forum with jurisdiction to settle a claim for payment(s) under the Plan.

6.4 Reserved.

6.5 Insufficient Trust Fund Assets. If at any time the Trustee determines or is advised that the Trust Fund does not have sufficient assets to permit the Trustee to make a payment property directed pursuant to this Trust, including a payment provided for under Section 10.7 of this Trust, the Trustee shall pay any benefits due (if otherwise payable hereunder) to Participants on a pro rata basis as directed by the Plan Administrator, and the Company shall make the balance of such payments as they become due. If the Plan Administrator determines that the Trust Fund does not have sufficient funds to provide for the payment of all amounts otherwise payable to Participants (or their Beneficiary(ies)) from the Trust under the Plans, it shall notify the Company and the Trustee of the amount of the deficiency, and, within forty-five (45) days of such notice, the Company deposit in trust with the Trustee the additional amounts needed to make such payments. Upon receipt of such amount by the Trustee from the Company, proceeds shall first be used by the Trustee to pay any benefits

previously due remaining unpaid, in the order in which they were due, pursuant to Plan Administrator instructions.

6.6 Payment of Excess Assets to Company. Subject to Article VII, and except as otherwise provided in this Section and Section 6.8 hereof, the Company shall have no right or power to direct the Trustee to return to the Company or to divert to others any of the Trust Fund before payment of all benefits due or to become due have been made to Participants (or their Beneficiary(ies)) pursuant to the terms of the Plan. If, as of a Valuation Date, and based on the fair market value of the Trust Fund as determined by the Trustee in accordance with Section 4.3 hereof, the Trust Fund holds Excess Assets, then in the event the Trustee has received within ninety (90) days after the most recent Valuation Date a written request executed by the Company, the Trustee shall transfer to the Company, within thirty (30) days after the receipt of the request, and provided that a Potential Change of Control Period does not exist on the date of the transfer, such assets of the Trust Fund selected by the Company which have a fair market value equal to the amount of such Excess Assets, after converting such assets to cash if requested by the Company. Any payment of Excess Assets to the Company under this Section shall not discharge or release the Company of its obligation to make any contribution required under Article III (including the requirement of a Company contribution to the Trust upon the occurrence of a Potential Change of Control or a Change of Control), and its obligation to pay benefits to Participants under the Plan. Any payment of Excess Assets in accordance with this Section shall be subject to the provisions of Article VII.

6.7 Company to Pay Withholding and Employment Taxes. Any amount paid to a Participant by the Trustee in accordance with this Article VI shall be reduced by the amount of taxes required to be withheld pursuant to Plan Administrator instructions, and the Trustee shall inform the Company of all amounts so withheld. The Company shall direct that the Trustee shall either

(a) pay to the Company a sum equal to the amount of such taxes as are required to be withheld, whereupon the Company shall have full responsibility for the payment of all withholding taxes to the appropriate taxing authorities, or

(b) pay such taxes directly to the appropriate taxing authorities for the benefit of the Company.

The Company shall be solely responsible for the payment of any employment taxes for which it is directly liable as a result of payments by the Trustee. The Company shall

furnish each Participant with the appropriate tax information form evidencing payments under the Trust and the amount(s) thereof.

6.8 Payment in Reversion to Company. Subject to Article VII, upon receipt of written certification from the Company that all obligations of the Company to Participants with respect to the Plan have been satisfied, and if the Trust Fund shall have any assets remaining, the Trustee shall distribute

such remaining assets of the Trust Fund to the Company, after converting such assets to cash if requested by the Company, subject to the Trustee's right to retain such reasonable amount for compensation and expenses as provided in Section 10.7. The Trust shall thereafter terminate as provided in Section 9.2.

6.9 Reserved.

VII. PAYMENTS ON INSOLVENCY OF THE COMPANY

7.1 No Security Interest. No Participant shall have any claim on or beneficial ownership interest in the Trust Fund before such assets are paid to the Participant, except as an unsecured creditor of the Company. The Company shall not create a security interest in the Trust Fund in favor of any Participant or any other General Creditor. At all times during the continuance of this Trust, as provided in this Article VII hereof, the principal and income of the Trust Fund shall be subject to the claims of General Creditors under federal and state law. If at any time the Trustee has received notice as provided below that Company is Insolvent, Trustee shall discontinue payments to Participants, and shall hold assets of the Trust Fund for the benefit of the Company's General Creditors, pursuant to the provisions of Section 7.3, with no preference whatsoever given claims of employees over claims of other unsecured creditors of the Company.

7.2 Determination of Insolvency. Notwithstanding any other provisions of this Trust, the following provisions shall apply:

(a) The Board of Directors and the Chief Executive Officer of the Company shall have the fiduciary duty and responsibility on behalf of General Creditors to notify the Trustee promptly in writing in the event the Company is Insolvent, and the Trustee shall have the right to rely thereon to the exclusion of all directions or claims for payment made thereafter by Participants.

(b) If the Trustee has actual knowledge that the Company is Insolvent, the Trustee shall act in accordance with Section 7.3 hereof.

(c) Unless the Trustee receives written notice from the Board of Directors or the Chief Executive Officer of the Company that the Company is Insolvent, or from a person claiming to be a General Creditor and claiming that the Company is Insolvent, the Trustee shall have no duty to inquire whether the Company is Insolvent. If the Trustee receives a written allegation from a person claiming to be a General Creditor that the Company is Insolvent, the Trustee's only duty of inquiry shall be to request that the Company's independent public accountants determine whether the Company is Insolvent, and shall suspend benefit payments pending such determination. If the Company's independent public accountants advise the Trustee that the Company is not Insolvent, it shall resume payments in accordance with this Trust. If the Trustee receives notice of the Company's Insolvency pursuant to this Section 7.2(c), it shall act in accordance with this Section and Section 7.3 hereof.

7.3 Payments When Company Is Insolvent. Notwithstanding any other provision of this Trust to the contrary, if the Trustee has actual knowledge as described in 7.2(b), has been advised pursuant to 7.2(c) or receives actual notice described in Section 7.2(a) that the Company is Insolvent

(a) by reason of Section 1.11(b), the Trustee shall suspend payments to Participants and shall notify Participants of the

suspension, and shall hold the Trust Fund for the benefit of the General Creditors, and shall pay and deliver the entire amount of the Trust Fund only as a court competent jurisdiction, or duly appointed receiver or other person authorized to act by such court, may order or direct to make the Trust Fund available to satisfy the claims of the General Creditors (payments to Participants in accordance with the terms of the Plan may be resumed only pursuant to Section 7.4 hereof); or

(b) by reason of Section 1.11(a), the Trustee shall suspend payments to Participants and shall notify Participants of the suspension, and shall (i) hold the Trust Fund for the benefit of General Creditors or (ii)_pay over all or a portion of the Trust Fund to General Creditors if directed by the Company or an appropriate judicial forum.

Nothing in this Trust Agreement shall in any way diminish any rights of Participants to pursue their rights as unsecured creditors of Company with respect to benefits under the Plan, or otherwise.

7.4 Resumption of Duties after Insolvency. In the absence of notice of a Court order to the contrary, the Trustee shall resume all of its duties and responsibilities under the Trust, including payments to Participants if otherwise provided for herein, within thirty (30) days of the Trustee's receipt of a determination from the Company's independent public accounting firm that the Company is no longer Insolvent.

(a) Trust Recovery of Payments to Creditors. In the event that amounts are paid from the Trust Fund to General Creditors of the Company, then as soon as practicable after the Company is no longer Insolvent, the Company shall deposit into the Trust Fund a sum to equal to the Funding Amount, determined as of the date the Company is no longer Insolvent, which date shall be a Valuation Date. The Company (or, after a Change of Control, the Company's independent public accountants) shall provide the Trustee with written certification of such Funding Amount. If the Funding Amount is not paid by the Company within ninety (90) days of the Trustee's receipt of such notice, the Trustee shall demand payment and the provisions of Section 3.5 shall apply.

(b) Determination of Payment Amount; Resumption of Payments. Provided that there are sufficient assets of the Trust Fund, if Trustee discontinues the payment of benefits from the Trust pursuant to Section 7.3 and subsequently resumes such payments, the first payment following such discontinuance shall include the aggregate amount of all payments due to Participants under the terms of the Plan for the period of such discontinuance, as determined by the Plan Administrator, less the aggregate amount of any payments made to Participants by the Company in lieu of the payments provided for hereunder during any such period of discontinuance. If the Trustee suspends a payment to a Participant under this Section, and subsequently makes such payment, the payment shall include interest at the rate of interest per annum equal to the prime rate as published by NBD Bank for each day from the date of suspension to the date of payment, as calculated by the Plan Administrator.

7.5 Reserved.

VIII. RESIGNATION OR REMOVAL OF TRUSTEE

8.1 Resignation or Removal of Trustee. The Trustee may resign for any reason or for no reason and at any time by giving thirty (30) days prior written notice to the Company (or such shorter notice as may be agreed to by the Company and the Trustee). Subject to Section 8.2(b) hereof, the Company may remove the Trustee, for any reason and with or without cause, by giving thirty (30) days prior written notice to the Trustee (or such shorter notice as may be agreed to by the Company and the Trustee).

8.2 Successor Trustee. In the event of the resignation or removal of a Trustee, a successor Trustee shall be appointed. Any successor Trustee appointed pursuant to this Section must be a corporation which is not an affiliate of the Company and which is authorized under the laws of the United States or of any state to administer trusts and has at the time of its appointment total capital and surplus of at least Fifty Million Dollars ($50,000,000). The Company shall give notice of any such appointment to the retiring Trustee and the successor Trustee. A successor Trustee shall be appointed in accordance with the following provisions:

(a) At any time prior to a Change of Control, a successor Trustee shall be appointed by the Company. If a Trustee should resign or be removed, and the Company does not notify the Trustee of the appointment of a successor Trustee within forty-five (45) days of its notice of its resignation or removal, then the Company shall be deemed to have failed to have appointed a successor Trustee, and the Trustee shall apply to a court of competent jurisdiction for appointment of a successor Trustee.

(b) After the occurrence of a Change of Control, the Trustee who is the Trustee on the date of the Change of Control may be removed by the Company for three (3) years from the date of the Change of Control. If a Trustee resigns or is removed at any time after the date of a Change of Control, the Trustee shall apply to a court of competent jurisdiction for appointment of a successor Trustee.

Notwithstanding Section 8.1, no resignation by or removal of the Trustee shall be effective prior to the effective date of the appointment of a successor Trustee by the Company or a court of competent jurisdiction.

8.3 Duties of Retiring and Successor Trustees. In the event of the resignation or removal of a Trustee, the retiring Trustee shall within thirty (30) days after the effective date of resignation or removal furnish to the successor Trustee and the Company a final accounting of its administration of the Trust. A successor Trustee shall succeed to the right and title of the predecessor Trustee in the assets of the Trust Fund and the retiring Trustee shall deliver the property comprising the assets of the Trust Fund (less any unpaid fees and expenses of the retiring trustee) to the successor Trustee, together with any instruments of transfer, conveyance, assignment, and further assurance as the successor Trustee may reasonably require. All of the provisions of the Trust set forth herein with respect to the Trustee shall

relate to each successor Trustee with the same force and effect as if such successor Trustee had been originally named as the Trustee hereunder. To the extent permitted by law, neither the Trustee nor the successor Trustee shall be liable for any act or failure to act, and shall not be required to examine the accounts, records, or acts of the other.

8.4 Reserved.

IX. AMENDMENT AND TERMINATION OF TRUST

9.1 Amendment. Except as otherwise provided in Section 2.3 of this Trust, the Trust may be amended (but may not be not revoked unless all of the Company's obligations with respect to the Plan have been satisfied) in writing from time to time by delivery to the Trustee of such amendment executed by the Company, which amendment shall include the effective date of such amendment. Any amendment of the Trust may be made:

(a) prior to a Change of Control, without limitation and in any manner and effective as of any date, including a retroactive effective date, if accompanied by the written certification that no Change of Control has occurred;

(b) after a Change of Control, only if a period of three (3) years has elapsed since the Change of Control, and either:

(1) such amendment is accompanied by the specific written consent to the amendment by Participants whose actuarial interests under the Plan, computed by the Company's independent public accountants as of the effective date of such amendment, represent at least 51% of the total of all actuarial interests under the Plan; or

(2) such amendment is accompanied by the opinion of legal counsel satisfactory to the Trustee that the amendment is necessary for the purpose of conforming the Trust to any present or future federal or state law (including revenue laws) relating to trusts of this or similar nature, as such laws may be amended from time to time, and a certification that a copy of such notice and opinion of counsel has been delivered to each Participant.

No amendment shall conflict with the terms of the Plan subject to amendment, and no amendment may reduce the "Funding Amount" or the contribution requirements of Article III to less than 50% of the actual benefit obligation on the books of the Company; provided such amendment shall be effective prior to a Potential Change of Control or a Change of Control. No amendment shall operate to change the duties and liabilities of the Trustee without its consent, or make the Trust revocable after it has become irrevocable in accordance with Section 2.3 hereof unless the Company has satisfied all obligations it may have with respect to the Plan as of the date of such amendment. The Company and the Trustee shall execute such amendments of the Trust as shall be necessary to give effect to any amendment made in accordance with this Section.

9.2 Termination. After all assets of the Trust Fund have been distributed by the Trustee to the Participants or their Beneficiaries in accordance with Article VI, the Trustee shall render an accounting, which shall be the final accounting, in the manner provided for in Section 4.3. Upon acceptance of the accounting by the Company, any assets remaining in the Trust Fund, after deduction of such reasonable amount for compensation and expenses

as provided for in Section 10.7, shall be returned to the Company in the manner provided in Section 6.8, and the Trust shall terminate thereupon. The Trust and all the rights, titles, powers, duties, discretions and immunities imposed on or reserved to the Trustee and the Company, shall continue in effect until all assets of the Trust Fund have been distributed as provided herein.

9.3 Reserved.

X. GENERAL PROVISIONS

10.1 Coordination with Plan. The responsibilities of the Trustee shall be governed solely by the terms of this Trust Agreement.

10.2 Litigation. In any action or proceeding regarding the Trust, the Company, any assets of the Trust Fund, or the administration of the Trust, any creditors who are not parties to such action or proceedings and any other persons having or claiming to have a beneficial interest in the Trust shall not be necessary parties and shall not be entitled to any notice of process. Any final judgment which is not appealed or appealable and which may be entered in any such action or proceeding shall be binding and conclusive on the parties hereto and all persons having or claiming to have a beneficial interest in the Trust. Acceptance by a creditor of assets of the Trust Fund shall constitute a release of an equal amount of any obligations of the Company to such creditor.

10.3 Trustee's Action Conclusive. The Trustee's exercise or non-exercise of its powers and discretion in good faith shall be conclusive on all persons. No one other than the Company shall be obliged to see to the application of any money paid or property delivered to the Trustee. The certificate of the Trustee that it is acting according to this Trust will fully protect all persons dealing with the Trustee.

10.4 No Guarantee or Responsibility. Notwithstanding any other provision of this Trust to the contrary, the Trustee does not guarantee payment of any amount which may become due and payable to a Participant. The Trustee shall have no responsibility for the disclosure to Participants regarding the terms of the Plan or of this Trust, or for the validity thereof. The Trustee shall not be responsible for administrative functions under the Plan and shall have only such responsibilities under this Trust Agreement as specifically set forth herein. The Trustee will be under no liability or obligation to anyone with respect to any failure on the part of the Company, the Plan Administrator, the Company's independent public accounting firm, an Investment Manager, or a Participant to perform any of their respective obligations under the Plan or this Trust. The Trustee shall be fully protected in relying upon any notice or direction provided to it from any party in connection with the Trustee's duties hereunder which the Trustee in good faith believes to be genuine, and executed and delivered in accordance with this Trust. Nothing in this Trust shall be construed as requiring the Trustee to make any payment in excess of the amounts held in the Trust Fund at the time of such payment or otherwise to risk or expend its own funds.

10.5 Liabilities Mutually Exclusive. Each of the Trustee and the Company shall be responsible only for its own acts or omissions.

10.6 Indemnification. The Company agrees to indemnify to the extent permitted by law the Trustee and hold it harmless against Trustee's costs, expenses and

liabilities (including, without limitation, attorneys' fees and expenses) arising out of or in connection with the performance of the Trustee's duties arising hereunder (but excluding costs arising as a result of the Trustee's bad faith or gross negligence in the performance of its responsibilities hereunder), and to be primarily liable for such payments. If the Company does not pay such costs, expenses and liabilities in a reasonably timely manner, Trustee may obtain payment from the Trust. This Section shall survive the termination of the Trust.

10.7 Expenses and Compensation. The Trustee shall be paid compensation by the Company in an amount agreed to by the Company and the Trustee. The Trustee shall be reimbursed by the Company for reasonable expenses incurred by it in the management and administration of this Trust Agreement, including the reasonable compensation of the Trustee's counsel and other agents; and if the Trustee is not timely reimbursed with respect to amounts due pursuant to this Section 10.7 (or in the case of expenses to be incurred pursuant to Section 3.5 hereof), the Trustee may charge such amounts against the Trust Fund. Any compensation or expenses so agreed upon or otherwise payable not paid by the Company on a timely basis may be charged to the Trust Fund no more frequently than quarter-annually upon notice to the Company.

10.8 Reserved.

10.9 Notice. Any notice to the Trustee or to the Company required or permitted under this Trust shall be duly and properly given and delivered if sent by certified United States mail, return receipt requested, to the Trustee at:

The Northern Trust Company
Attn: Trust Department
Fifty South LaSalle Street
Chicago, Illinois 60675

and to the Company at:

The Detroit Edison Company
Attn: Vice President and Treasurer
2000 Second Street
Detroit, Michigan 48226

or to such other address as the Trustee or the Company may specify by written notice to the other.

10.10 Antiassignment Clause. Benefits payable to Participants and their Beneficiaries under this Trust Agreement may not be anticipated, assigned (either at law or in equity), alienated, pledged, encumbered or subjected to attachment, garnishment, levy, execution or other legal or equitable process.

10.11 True and Correct Document. Any persons dealing with the Trustee may rely upon a copy of this Trust and any amendments thereto certified

to be true and correct by the Trustee.

10.12 Waiver of Notice. Any notice required under this Trust may be waived by the person entitled to such notice.

10.13 Counterparts. This Trust may be executed in two or more counterparts, any one of which will be an original without reference to the others.

10.14 Gender and Number. Words denoting the masculine gender shall include the feminine and neuter genders and the singular shall include the plural and the plural shall include the singular wherever required by the context.

10.15 Successors. This Trust shall be binding on all persons entitled to payments hereunder and their respective heirs and legal representatives, and on the Company, the Trustee, and their respective successors.

10.16 Severability. If any provision of this Trust is held to be illegal or invalid, such illegality or invalidity shall not affect the remaining provisions of this Trust, which shall be construed and enforced as if such illegal or invalid provisions had never been inserted herein.

10.17 Applicable Law. The Trust shall be governed by and construed in accordance with the laws of the State of Michigan with respect to the Company's obligations and in accordance with the laws of the State of Illinois with respect to the Trustee's obligations and Trust Administration.

IN WITNESS WHEREOF, the Company and the Trustee have caused this trust agreement to be signed by their duly authorized representatives, and have caused their respective seals to be hereunto affixed, as of the Effective Date.

THE DETROIT EDISON COMPANY

By L.L. Loomans

Its

THE NORTHERN TRUST COMPANY
as Trustee

By

Its

EXHIBIT A

THE DETROIT EDISON COMPANY
IRREVOCABLE GRANTOR TRUST
FOR THE DETROIT EDISON COMPANY
RETIREMENT REPARATION PLAN

The Company has established an Irrevocable Grantor Trust to pay benefits under the Retirement Reparation Plan. A copy of such Plan, including any amendment(s), is attached hereto.

EXHIBIT B

THE DETROIT EDISON COMPANY
IRREVOCABLE GRANTOR TRUST
FOR THE DETROIT EDISON COMPANY
RETIREMENT REPARATION PLAN

PARTICIPANTS (as defined in the Trust)

as of December 31, 1995

Name	[Date of Birth]

EXHIBIT 99-3

THE DETROIT EDISON COMPANY

IRREVOCABLE GRANTOR TRUST

FOR THE

DETROIT EDISON COMPANY

MANAGEMENT SUPPLEMENTAL BENEFIT PLAN

AS RESTATED AS OF JANUARY 1, 1996

THE DETROIT EDISON COMPANY

IRREVOCABLE GRANTOR TRUST

FOR THE

DETROIT EDISON COMPANY

MANAGEMENT SUPPLEMENTAL BENEFIT PLAN

TABLE OF CONTENTS

THE DETROIT EDISON COMPANY

IRREVOCABLE GRANTOR TRUST

FOR THE DETROIT EDISON COMPANY

MANAGEMENT SUPPLEMENTAL BENEFIT PLAN

THIS TRUST AGREEMENT is made this 17th day of July, 1995, as restated in its entirety effective January 1, 1996, by and between The Detroit Edison Company, a Michigan corporation, and The Northern Trust Company, an Illinois corporation, of Chicago, Illinois ("Trustee"), and any successor provided for in the Trust hereby evidenced, as Trustee.

WITNESSETH THAT:

WHEREAS, the Company has established and maintains the Management Supplemental Benefit Plan ("Plan"), an unfunded benefit plan, a copy of which is attached hereto as Exhibit A, for the benefit of certain Company Executives listed on Exhibit B hereto, which Exhibits may be amended from time to time by the Company prior to a potential Change of Control and/or Change of Control, and without the Trustee's consent; and

WHEREAS, the Company has incurred and expects to continue to incur liabilities pursuant to the terms of the Plan, and wishes to establish an irrevocable trust by placing assets in trust, subject to the claims of the Company's creditors in the event the Company becomes Insolvent, to pay benefits under the Plan or to be applied as otherwise provided for herein; and

WHEREAS, it is the intention of the Company that amounts transferred to the Trust and the earnings thereon shall be used by the Trustee, subject to the claims of the Company's creditors in the event the Company becomes Insolvent,

to satisfy the liabilities of the Company in accordance with the provisions hereof; and, upon satisfaction of all liabilities of the Company with respect to all Participants (and their Beneficiaries, if applicable), the assets, if any, remaining in the Trust shall revert to the Company; and

WHEREAS, the Company intends that the existence of the Trust shall not alter the characteristics of the Plan as an unfunded plan maintained primarily for the purpose of providing deferred compensation for a select group of management and/or highly-compensated employees, and shall not be construed to provide income for federal income tax purposes to a Participant (or his or her Beneficiary) prior to the actual payment of benefits under the Plans; and

WHEREAS, the Trustee has agreed to serve as trustee of such trust;

NOW, THEREFORE, in consideration of the mutual undertakings of the Company and the Trustee, the parties do hereby establish the Trust, and agree that the Trust shall be comprised, held, and disposed of as follows:

I. DEFINITIONS Unless the context requires otherwise, definitions as used herein shall have the same meaning as in the Plan when applied to said Plan.

1.1 "Beneficiary" means the beneficiary designated as provided in the Plan as set forth in Exhibit A.

1.2 "Board of Directors" means the Company's Board of Directors, as constituted from time to time.

1.3 "Change of Control" means the occurrence of any of the following events:

(a) a change of control of a nature that would be required to be reported in response to Item 6(e) of Schedule 14A of Regulation 14A under the Securities Act of 1934, as amended (the "Exchange Act"), or any successor provisions, whether or not the Company is then subject to such reporting requirement; or

(b) any "person" (as such term is used in Sections 13(d) and 14(d) of the Exchange Act), other than the Company or an employee benefit plan maintained by the Company, is or becomes the "beneficial owner" (as defined in Rule 13d-3 under the Exchange Act), directly or indirectly, of securities of the Company representing 30% or more of the combined voting power of the Company's then outstanding securities ordinarily (and apart from rights accruing under special circumstances) having the right to vote at elections of the Board of Directors (the "Base Capital Stock"); provided, however, that any change in the relative beneficial ownership of securities of any person resulting solely from a reduction in the aggregate number of outstanding shares of Base Capital Stock, and any

decrease thereafter in such person's ownership of securities, shall be disregarded until such person increases in any manner, directly or indirectly, such person's beneficial ownership of any securities of the

Company; or

(c) a change in the composition of the Company's Board of Directors, as a result of which fewer than two-thirds of the incumbent directors are directors who either

(1) had been directors of the Company 24 months prior to such change, or

(2) were elected, or nominated for election, to the Company's Board of Directors with the affirmative votes of at least a majority of the directors who had been directors of the Company 24 months prior to such change and who were still in office at the time of the election or nomination; or

(d) there shall be consummated

(1) any consolidation or merger of the Company in which the Company is not the continuing or surviving corporation or pursuant to which shares of the Company's common stock would be converted into cash, securities, or other property, other than a merger of the Company in which the holders of the Company's common stock immediately prior to the merger have the same proportionate ownership of common stock of the surviving corporation immediately after the merger, or

(2) any sale, lease, exchange, or other transfer (in one transaction or a series of related transactions) of all, or substantially all, of the assets of the Company, or

(3) the stockholders of the Company approve a plan or proposal for the liquidation or dissolution of the Company.

Notwithstanding the foregoing provisions of this Section 1.3 a "Change of Control" shall not be deemed to have occurred by reason of the corporate reorganization (the "Reorganization") of the Company implemented pursuant to the resolution adopted by the Board of Directors of the Company on December 5, 1994 (as such resolution may

be amended or supplemented from time to time), whereby it is proposed that a corporation will become the parent holding company of the Company.

The Company shall promptly notify the Trustee of a Change of Control and the Trustee may conclusively rely upon such notice and shall have no duty to independently determine whether a Change of Control has occurred.

1.4 "Company" means The Detroit Edison Company, a Michigan corporation, its successors and assigns.

1.5 "Effective Date" means July 17, 1995.

1.6 Reserved.

1.7 "Excess Assets" means assets of the Trust in excess of one hundred and twenty-five per cent (125%) of the Funding Amount.

1.8 "Funding Amount" means the actual benefit obligation on the books of the Company as of the most recent Valuation Date, certified by the Company to the Trustee, which shall be the amount necessary to ensure that the assets of the Trust Fund would, as of the most recent Valuation Date, have been

sufficient to satisfy the Company's obligations due to each respective Participant under the Plan. Upon any Potential Change of Control and during any Potential Change of Control Period, "Funding Amount" means one hundred and twenty per cent (120%) of the actual benefit obligation on the books of the Company as of the most recent Valuation Date, as certified by the Company to the Trustee, which shall be the amount necessary to ensure that the assets of the Trust Fund would, as of the most recent Valuation Date, have been sufficient to satisfy the Company's obligations due to each respective Participant under the Plan. The Company's obligations to each respective Participant under the Plan shall be limited to benefits attributable to service rendered by the Participant to the Company.

1.9 "General Creditors" means the unsecured general creditors of the Company, including the Participants.

1.10 Reserved.

1.11 "Insolvent" and "Insolvency" mean that the Company

(a) is unable to pay its debts as they become due; or

(b) is subject to a pending proceeding as a debtor under the Bankruptcy Code.

1.12 "Investment Manager" means the investment manager(s) appointed by the Company in the manner provided in Section 5.3 to direct the investment of any part or all of the assets of the Trust Fund in accordance with Article V.

1.13 "IRC" means the Internal Revenue Code of 1986, as amended.

1.14 "Participant" means an individual listed on Exhibit B attached hereto who

(a) is a Participant in the Plan because of services rendered to the Company; or

(b) would be a Participant in the Plan because of services rendered to the Company but is not due to age, years of service or active employment.

The Company agrees to list all Participants on Exhibit B attached hereto. Except after a Change of Control as provided in Section 3.4, the Company may add or delete Participants by delivering a new Exhibit B to the Trustee.

1.15 Reserved.

1.16 "Plan Administrator" means the party designated under the Plan as responsible for the management, operation, and administration of the Plan.

1.17 "Potential Change of Control" means the date of the earliest occurrence of any of the following events:

(a) the Company enters into an agreement, the consummation of which would result in the occurrence of a Change of Control of the Company; or

(b) any "person" (as such term is used in Sections 13(d) and 14(d) of the Exchange Act), other than the Company or an employee benefit plan maintained by the Company, is or becomes the "beneficial owner" (as defined in Rule 13d-3 under the Exchange Act), directly or indirectly, of securities of the Company representing 9.5% or more of the combined voting

power of the Company's then outstanding securities ordinarily (and apart from rights accruing under special circumstances) having the right to vote at elections of the Board of

Directors (the "Base Capital Stock"); provided, however, that any change in the relative beneficial ownership of securities of any person resulting solely from a reduction in the aggregate number of outstanding shares of Base Capital Stock, and any decrease thereafter in such person's ownership of securities, shall be disregarded until such person increases in any manner, directly or indirectly, such person's beneficial ownership of any securities of the Company; or

(c) the public announcement by any individual or entity, other than the Company, that such individual or entity intends to take or to consider taking actions which, if consummated, would constitute a Change of Control of the Company; or

(d) the public announcement of any merger, acquisition, consolidation, or reorganization of the Company in which the Company is not the continuing or surviving corporation, or pursuant to which shares of the Company's common stock would be converted into cash, securities, or other property, other than a transaction in which the holders of the Company's common stock immediately prior to the merger, acquisition, consolidation, or reorganization have the same proportionate ownership of common stock of the surviving corporation immediately after the merger, acquisition, consolidation, or reorganization, including, but not limited to, the creation of a parent entity to oversee the Company; or

(e) the public announcement of the sale or other transfer of substantially all of the assets of the Company to any third party; or

(f) the Board of Directors of the Company adopts a resolution to the effect that a Potential Change of Control of the Company has occurred for purposes of this Trust.

Notwithstanding the foregoing provisions of this Section 1.17, a "Potential Change of Control" shall not be deemed to have occurred by reason of the Reorganization (as defined in Section 1.3).

1.18 "Potential Change of Control Period" means the one (1) year period immediately following the date of a Potential Change of Control. If a subsequent Potential Change of Control occurs during any Potential Change of Control Period, the Potential Change of Control Period shall end one (1) year following the date of the most recent Potential Change of Control.

The Company shall promptly notify the Trustee of a Potential Change of Control and the Trustee may conclusively rely upon such notice and shall have no duty to independently determine whether a Potential Change of Control has occurred.

1.19 Reserved.

1.20 "Trust" means the irrevocable trust established pursuant to this Trust Agreement and all of the terms and conditions of this Trust Agreement, which is intended to constitute a grantor trust under IRC Section Section 671 et seq.

1.21 "Trust Fund" means all moneys, securities, and other property held by the Trustee, any custodian, or any insurance company under this Trust.

1.22 "Trustee" shall mean the trustee named herein, and any successor trustee appointed pursuant to Article VIII.

1.23 "Valuation Date" means the day in each calendar year which is the last day of the Company's fiscal year in each year, and such other times as the Company may determine. Each of (a) any date of a Potential Change of Control, (b) the date of a Change of Control, (c) the effective date of a Trustee's resignation or removal, and (d) the date of termination of the Trust shall also be a Valuation Date if any such date occurs other than on the last business day of the Company's fiscal Year. The first Valuation Date shall be December 31, 1994.

II. ESTABLISHMENT OF THE TRUST

2.1 Trust. The Company hereby establishes the Trust with the Trustee, which Trust shall consist of such sums of money and other property acceptable to the Trustee as from time to time have been and shall be paid or delivered by the Company to the Trustee as provided herein. All such money and other property, all investments and reinvestments made therewith, or the proceeds thereof, and all investment earnings and profits thereon, less all payments and charges as authorized herein, shall constitute the Trust Fund. The Trust Fund shall be held in trust by the Trustee, and shall be dealt with in accordance with the provisions of this Trust.

2.2 Description of Trust. The Company represents and agrees that:

(a) the Trust is intended to be a grantor trust under IRC Section Section 671-678, and shall be construed accordingly. The Company intends and agrees that it is the "owner" or grantor of the Trust in its entirety, as that term is defined in subpart E, part I, subchapter J, chapter 1, subtitle A of the IRC and that, for income tax purposes, all income, deductions, and credits of the Trust Fund belong to it as owner, and will be included on its income tax or other required tax returns, and any income tax determined to be payable as a result thereof will be the sole obligation of, and will be paid by, the Company;

(b) a true and correct copy of the Plan, as in effect on the Effective Date hereof, is attached hereto as Exhibit A. The Company shall file with the Trustee, promptly upon its adoption, a true and correct copy of each amendment to the Plan;

(c) the Trust Fund is to be used to satisfy the legal obligations of the Company to Participants under the Plan as provided herein, subject to the claims of General Creditors in the event of Insolvency, and the balance of the Trust Fund, if any, remaining after payment of the Company's obligation to Participants under the Plan will revert to the Company in accordance with the Trust;

(d) contributions by the Company to the Trust which are made coincident with and subsequent to the Effective Date shall be in amounts determined under Article III hereof. The Company agrees to fund the Trust

as provided therein;

(e) the principal of the Trust, and any earnings thereon shall be held by the Trustee separate and apart from other funds of Company, and shall be used exclusively for the uses and purposes as herein set forth;

(f) the Trust established under this agreement does not fund and is not intended to fund the Plan, or any other employee benefit plan or program of the Company. Neither the establishment of the Trust, nor the payment or delivery of assets to the Trustee shall vest any Participant in any right, title, or interest in or to any assets of the Trust Fund;

(g) participants shall have no preferred claim on, or any beneficial ownership interest in, assets of the Trust. To the extent that any Participant acquires the right to receive payment(s) under the Plan, any such right shall be

mere unsecured contractual rights of Participants against the Company, and such Participants (or their Beneficiary(ies)) shall have only the unsecured promise of the Company that such payment(s) will be made. Any assets held by the Trust will be subject to the claims of General Creditors under federal and state law in the event of Insolvency, as defined herein, with no preference whatsoever given to claims of employees over claims of other unsecured creditors of the Company; and

(h) to the extent the Plan is covered by ERISA, the Plan is a plan for a select group of management or highly compensated employees, and as such are exempt from the application of ERISA except for the disclosure requirements applicable to such plan, for which the Company bears full responsibility as to compliance. The Company further represents that the Plan is not qualified under IRC Section 401 and therefore, is not subject to any IRC requirements applicable to tax-qualified plans.

2.3 Irrevocability. Except as provided in Article 9 and this Section 2.3, the Trust shall be irrevocable from the effective date, and the assets of the Trust Fund shall be held in accordance with the provisions hereof for the exclusive purpose of providing for the payment of the Company's obligations to pay benefits to Participants under the Plan and to satisfy the claims of General Creditors in the event of Insolvency, and defraying the expenses of the Trust. Except as provided in Section 6.6 and Section 6.8 and in the event of Insolvency, no part of the income or corpus of the Trust Fund shall be recoverable by or for the benefit of the Company.

2.4 Acceptance by the Trustee. The Trustee accepts the Trust established under this Trust Agreement on the terms and subject to the provisions set forth herein, and agrees to discharge and perform fully and faithfully all of the duties and obligations imposed upon it under this Trust.

III. CONTRIBUTIONS

3.1 Calculations of Funding Amount. By September 30, 1995, the Company shall contribute to the Trust the Funding Amount as determined on the first Valuation Date. As of each Valuation Date, and until the entire Trust Fund has been distributed, the Company (or, after a Change of Control, the Company's independent public accountants) shall recalculate the Funding Amounts.

3.2 Contributions as of Each Valuation Date. During the life of the Trust but no later than September 30 of each year, commencing no later than September 30, 1996, the Company shall contribute to the Trust such amount as is necessary to make trust assets equal the Funding Amount as of the previous Valuation Date. The Plan Administrator or its delegate (or, after a Change of Control, the Company's independent public accountants) shall provide the Trustee with written notice of the amount of the necessary contribution on or before the date such contribution is due to the Trust. Any such payments to the Trustee do not discharge or release the Company of its obligation under the Plan or Section 6.2 to pay benefits to Participants under the Plan, and shall at all times be subject to the provisions of Article VII.

3.3 Reserved.

3.4 No Dilution of Trust. After a Change of Control, the Exhibit B in effect on the date of a Change of Control shall not be amended to include a Participant not named in the Exhibit B in effect on the date of a Change of Control, unless pursuant to the requirements of this Section 3.4, at the time of delivery to the Trustee of a proposed amended Exhibit B (the "Delivery Date"), the Company shall deliver to the Trustee a determination by the Company's independent public accountants as of the Delivery Date of the proposed amended Exhibit B of the Funding Amount calculated based on the Participants named in the Exhibit B in effect on the Date of the Change of Control and any new or additional Participants named in the proposed amended Exhibit B (the "New Funding Amount") and (b), assets in an amount necessary to make the trust assets equal the New Funding Amount. If the Trustee determines that assets of the Trust Fund, including such assets as are delivered by the Company on the Delivery Date, equal or exceed the New Funding Amount, the Trustee shall accept the amended Exhibit B. Any amended Exhibit B so accepted shall be deemed incorporated with the same effect as if otherwise included herein. Unless an Exhibit B amended after a Change of Control is accepted by the Trustee as provided in this Section, the Trustee shall have no liability, responsibility, or obligation with respect to a Participant named in any amended Exhibit B unless such Participant is named in the Exhibit B then in effect on the date of a Change of Control.

3.5 Collection. In the event the Company fails to pay over to the Trustee within one hundred and twenty (120) days of notice and demand from the Trustee (or, upon the occurrence of a Potential Change of Control or a Change of Control, within seven (7) days of notice and demand from the Trustee), any amount determined to be payable by the Company to the Trustee under Sections 3.2, 6.5 or 7.4(a) of the Trust, the Trustee may commence legal action, (which is expressly deemed to include without

limitation an alternate dispute resolution proceeding), to compel the Company to pay to the Trustee any amount determined to be payable to it under the Trust. The Trustee may bring such action against the Company in any court of competent jurisdiction, and shall be entitled to recover for the benefit of the Trust from the Company such amount, plus interest for each day at the rate of interest per annum of five (5) percentage points in excess of the prime lending rate as announced by NBD Bank, from the due date specified in the Trustee's notice and demand (or the date(s) from which pro rata payments were made, if such action is brought by the Trustee pursuant to Section 6.5 hereof) to the date of payment, plus all costs of collection, including reasonable attorneys fees and costs of litigation. The Trustee is authorized to bring action to

compel payment by the Company, and, in connection with reasonable claims for delinquent contributions by the Company, to retain, at the expense of the Company, counsel and other appropriate experts, including actuaries and accountants, to aid it in pursuing litigation for collection against the Company. The Trustee's anticipated reasonable costs and expenses incurred pursuant to this Section 3.5 are payable by the Company in advance; and should the Company not make timely payment, the Trustee may charge the Trust Fund for such reasonably anticipated costs and expenses. The Trustee shall in no event be required to advance or expend its own funds in order to comply with the provisions of this Section 3.5.

IV. ACCOUNTING AND ADMINISTRATION

4.1 Trustee Recordkeeping. The Trustee shall keep or cause to be kept accurate and detailed records of any investments, receipts, disbursements, and all other transactions required to be made by the Trustee hereunder, in accordance with such rules as may be established by the Company, including such specific records as shall be agreed upon in writing between the Company and the Trustee. All accounts, books, and records relating thereto shall be open to inspection and audit at all reasonable times by any person designated by the Company. All such accounts, books, and records shall be preserved (in original form, or on microfilm, magnetic tape, or any other similar process) for such period as the Company may determine, and the Trustee may only destroy such accounts, books, and records after first notifying the Company in writing of its intention to so, and transferring to the Company any of such accounts, books, and records requested by the Company.

4.2 Company Recordkeeping. The Company shall keep full, accurate, and detailed books and records with respect to the Participants and benefits paid and payable under the Plan, which records shall be made available to the Trustee at its request.

4.3 Periodic Accounting. Within sixty (60) days following a Valuation Date, the Trustee shall deliver to Company a written accounting, dated as of the Valuation Date, of its administration of the Trust Fund during such year or during the period from the most recent Valuation Date to the date of such current Valuation Date, which accounting shall be in accordance with the following provisions:

(a) Such accounting shall set forth all investments, receipts, disbursements, and other transactions effected the by Trust Fund during the preceding year, or during the period from the most recent Valuation Date to the date of such current Valuation Date, including a description of all securities and investments purchased and sold, with the cost or net proceeds of such purchases or sales (accrued interest paid or receivable being shown separately), and showing all cash, securities or other property held in the Trust Fund, less liabilities known to the Trustee (other than liabilities to Participants entitled to benefits under the Plans) at the end of such year or other period, as the case may be. In making a valuation, all cash, securities or other property held in the Trust Fund shall be valued at their then fair market value, and shall be in a format as may be established by the Company. A copy of each accounting so delivered to the Company shall be open to inspection at the office of the Trustee during normal business hours.

(b) If within ninety (90) days after the filing of such written accounting, the Company has not delivered to the Trustee notice of any objection to any act or transaction of the Trustee, the initial accounting shall become an account stated as between the Trustee and the Company. If

any objection has been delivered to the Trustee by the Company, and if the Company is satisfied that it should be withdrawn, the Company shall signify its approval of the accounting in writing filed with the Trustee, and the accounting shall become an account stated as between the Trustee and the Company. If the accounting is adjusted following an objection thereto, the Trustee shall file and deliver the adjusted accounting to the Company. If within fifteen (15) days after such filing of an adjusted accounting, the Company has not delivered to the Trustee notice of any objection to the transactions as so adjusted, the adjusted accounting shall become an account stated as between the Trustee and the Company.

(c) Unless an accounting is fraudulent, when it becomes an account stated, it shall be finally settled, and the Trustee shall, to the extent permitted by applicable law, be forever released and discharged from all liability and

accountability with respect to the propriety of its acts and transactions shown in such accounting.

4.4 Administrative Powers of Trustee. Except to the extent that authority with respect to the administration of the Trust has been allocated to others in accordance with this Trust, and subject to Article V, the Trustee shall have exclusive authority and discretion to manage and administer the Trust. The Trustee shall act with the care, skill, prudence and diligence under the circumstances then prevailing that a prudent person acting in like capacity and familiar with such matters would use in the conduct of an enterprise of like character and with like aims, provided, however, that Trustee shall incur no liability to any person for any action taken pursuant to a direction, request or approval given by Company which is contemplated by, and in conformity with, the terms of the Trustee's responsibilities under this Trust, and is given in writing by Company. The responsibility for maintenance of individual benefit records shall be retained by the Company, and may be delegated to such person or entity as the Company may employ from time to time. Except as otherwise provided herein, the Trustee shall have, without exclusion, all powers conferred on trustees by law and, without limiting the foregoing, shall have the following administrative powers, rights, and duties in addition to those provided elsewhere in this Trust:

(a) to manage, sell, insure, and otherwise deal with all assets held by the Trustee on such terms and conditions as the Trustee shall decide; provided however, that if the Company delivers written instructions to the Trustee, the Trustee shall follow such instructions;

(b) when directed by the Company or requested by a Participant pursuant to Article VI, to make payments from the Trust Fund to Participants and, when required by Article VII, to make payments from the Trust Fund to General Creditors entitled to payments thereunder;

(c) except as provided in Article VI and Article VII, to waive, modify, reduce, compromise, release, contest, submit to arbitration, or settle or extend the time of payment of any claims, debts, damages, or demands of any nature in favor of or against the Trustee or all or any part of the Trust Fund;

(d) to retain any disputed property until an appropriate final adjudication or release is obtained, and to represent the Trust in, or commence or defend, any litigation the Trustee considers in its discretion necessary in connection with the Trust Fund;

(e) to withhold, if the Company so directs, all or any part of any payment required to be made hereunder as may be necessary and proper to protect the Trustee or the Trust Fund against any liability or claim on account of any estate, inheritance, income or other tax or assessment attributable to any amount payable hereunder, and to discharge any such liability with any part or all of such payment so withheld in accordance with Section 6.7;

(f) to maintain records reflecting all receipts and payments under this Trust and such other records as the Company may specify and to which the Trustee agrees, which records may be audited from time to time by the Company or anyone named by the Company; and to furnish a written accounting to the Company as of each Valuation Date, as provided in Section 4.3;

(g) if an insurance policy is held as an asset of the Trust, Trustee shall have no power to name a beneficiary of the policy other than the Trust, to assign the policy (as distinct from conversion of the policy from a different form) other than to a successor Trustee, or to loan to any person the proceeds of any borrowing against such policy. Notwithstanding the preceding sentence, the Trustee may loan to the Company the proceeds of any borrowing against an insurance policy held as an asset of the Trust;

(h) to furnish the Company with such information for tax or other purposes which the Company may reasonably request and which the Trustee may not unreasonably withhold;

(i) to employ accountants, advisors, agents, legal counsel (who, except following a Change of Control, may be legal counsel to the Company and who are not in the Company's reasonable judgment deemed to have a conflict of interest), consultants, custodians, depositories, experts and other providers of services, to consult with them with respect to the implementation and construction of this Trust, the duties of the Trustee hereunder, the transactions contemplated by this Trust, or any act which the Trustee proposes to take or omit, and to rely upon the advice of and services performed by such persons; to delegate discretionary powers to such persons and to reasonably rely upon information and advice furnished by such persons; provided that each such delegation and the acceptance thereof by each such person shall be in writing; and provided further that the Trustee may not delegate its responsibilities as to the management or control of the assets of the Trust Fund;

(j) to determine whether the Company is Insolvent, and to hold assets of the Trust Fund for the benefit of General Creditors in the event of Insolvency, as provided in Article VII hereof;

(k) to make payments to Participants, including after a Change of Control, as provided in Article VI hereof;

(l) to perform all other acts which in the Trustee's judgment are

appropriate for the proper protection, management, investment, and distribution of the Trust Fund, and to carry out the purposes of the Trust.

V. INVESTMENTS

5.1 Generally. With respect to assets for which the Trustee has investment responsibility, the Trustee shall invest and reinvest the principal and income of the Trust Fund and keep the Trust Fund invested, without distinction between principal and income, in accordance with the written investment guidelines established by the Company and provided to the Trustee by the Company. If no such written investment guidelines are received by the Trustee, the assets of the Trust Fund shall be invested in such investments as determined by the Trustee in accordance with the powers contained herein.

5.2 Investment Powers of Trustee. Except to the extent that authority with respect to the management of all or a portion of the Trust Fund has been allocated to others in accordance with this Trust, the Trustee shall have exclusive authority and discretion to manage and control the Trust Fund, subject only to broad investment guidelines the Company may establish from time to time. The authority to assume responsibility for investment of assets of the Trust Fund has been retained by the Company, and the authority to hold assets of the Trust Fund may be allocated to one or more custodians or insurance companies. Except as otherwise provided herein, the Trustee shall have, without exclusion, all powers conferred on trustees by applicable law and, without limiting the foregoing, shall have the following powers, rights, and duties in addition to those provided elsewhere in this Trust:

(a) to invest and reinvest in any property wherever situated, whether real, personal, mixed, foreign or domestic, including common and preferred stocks, bonds, notes, and debentures (including convertible stocks and securities, but not including any stock, securities, or debt instruments of the Company

[unless held in a collective or commingled fund and such Company securities comprise 5% or less of the assets of such fund]), leaseholds, mortgages (including, without limitation, any collective or part interest in any bond and mortgage or note and mortgage), certificates of deposit, life insurance contracts, guaranteed investment contracts, and guaranteed annuity contract, all regardless of diversification and without being limited to investments authorized by law for the investment of trust funds;

(b) to invest and reinvest, without distinction between principal and income, in contracts for future delivery of United States Treasury Bills, other financial instruments, or indices based on any group of securities, and in options to buy or sell indices based on any group of securities or any kind of evidences of ownership or indebtedness, including financial instruments or futures contracts relating thereto;

(c) to invest and reinvest part or all of the Trust Fund in any deposit accounts, deposit administration fund maintained by a legal reserve life insurance company in accordance with an agreement between the Trustee and such insurance company, a group annuity contract or life insurance policies issued by such insurance company to the Trustee as contract holder, any interest bearing deposits held by any financial institution having total capital and surplus of at least Fifty Million Dollars ($50,000,000), investments in any stocks, bonds, debentures, mutual fund shares, notes, commercial paper, treasury bills, and any mutual, common, commingled or collective trust funds or pooled investment

funds, and to diversify such investments so as to minimize the risk of losses;

(d) to commingle assets of the Trust Fund, for investment purposes only, with assets of any common, collective, or commingled trust fund which has been or may hereafter be established and maintained by the Trustee, or by any other financial institution; provided that to the extent that any part or all of the assets of the Trust Fund for which the Trustee has investment responsibility are invested in any such common, collective or commingled trust fund or pooled investment fund which is maintained by a bank or trust company (including a bank or trust company acting as Trustee), the provisions of the documents under which such common, collective or commingled trust fund or pooled investment fund are maintained shall govern any investment therein and provided further that prior to investing any portion of the Trust Fund for the first time in any such common, collective, or commingled trust fund, the Trustee shall advise the Company of its intent to make such an investment, and furnish to the Company

any information it may reasonably request with respect to such common, collective, or commingled trust fund (other than a trust fund established by the Company), and provided further that the Trustee shall maintain separate records with respect to each other trust of the Trust Fund;

(e) to vote stock and other voting securities personally or by proxy (and to delegate the Trustee's powers and discretion with respect to such stock or other voting securities to such proxy), to exercise subscription, conversion and other rights and options (and make payments from the Trust Fund in connection therewith), to take any action and to abstain from taking any action with respect to any reorganization, consolidation, merger, dissolution, recapitalization, refinancing and any other plan or change affecting any property constituting a part of the Trust Fund (and in connection therewith to delegate the Trustee's discretionary powers and pay assessments, subscriptions and other charges from the Trust Fund), to hold or register any property from time to time in the Trustee's name or in the name of a nominee or to hold it unregistered or in such form that title shall pass by delivery; and to borrow from anyone, including itself (to the extent permitted by law), such amounts from time to time as the Trustee considers desirable to carry out this Trust (and to mortgage or pledge all or part of the Trust Fund as security); to participate in any plan or reorganization, consolidation, merger, combination, liquidation, or other similar plan relating to any such property, and to consent to or oppose any such plan or any action thereunder, or any contract, lease, mortgage, purchase, sale, or other action by any corporation or other entity any of the securities of which may at any time be held in the Trust Fund, and to do any act with reference thereto;

(f) to retain in cash such amounts as the Trustee considers advisable and as are permitted by applicable law, and to deposit any cash so retained in any depository (including any bank acting as Trustee) which the Trustee may select, provided such depository must have total capital and surplus of at least Fifty Million Dollars ($50,000,000);

(g) when directed by the Company, and subject to Section 4.4(g), to apply for, pay premiums on, and maintain in force individual, ordinary or universal life insurance policies on the lives of Participants, which policies may contain provisions which the Company may approve or direct; to receive or acquire such policy or policies from the Company, but the Trustee may purchase a life insurance policy from a person other than the insurer which issues a policy only if the Trustee pays, transfers, or

otherwise exchanges an amount no more

than the cash surrender value of the policy or policies, and the policy or policies is (are) not subject to a mortgage or similar lien which the Trustee would be required to assume; to have with respect to such policy or policies any rights, powers, options, privileges, and benefits usually comprised in the term "incidents of ownership", and normally vested in an owner of such policy or policies to be exercised only pursuant to Company direction;

(h) to retain any property at any time received by it;

(i) to sell, to exchange, to convey, to transfer, or to dispose of, and to grant options for the purchase or exchange with respect to it, any property at any time held by it, by public or private sale, for cash or on credit, or partly for cash and partly for credit;

(j) to deposit any such property with any protective, reorganization, or similar committee; to delegate discretionary power to any such committee; and to pay part of the expenses and compensation of any such committee and any assessments levied with respect to any property so deposited;

(k) to exercise any conversion privilege or subscription right available in connection with any such property, and to do any act with reference thereto, including the exercise of options, the making of agreements or subscription, and the payment of expenses, assessment or subscription, which may be deemed necessary or advisable in connection therewith, and to hold and retain any securities or other property which it may so acquire;

(l) to extend the time of payment of any obligation held in the Trust Fund;

(m) to enter into standby agreements for future investment, either with or without a standby fee;

(n) to acquire, renew, or extend, or participate in the renewal or extension of any mortgage, and to agree to a reduction in the rate of interest on any indebtedness or mortgage or to any other modification or change in the terms of any indebtedness or mortgage, or of any guarantee pertaining thereto, in any manner and to any extent that may be deemed advisable for the protection of the Trust Fund or the preservation of any covenant or condition of any indebtedness or mortgage or in the performance of any guarantee, or to enforce any default in

such manner and to such extent as may be deemed advisable; and to exercise and enforce any and all rights of foreclosure, to bid on any property in foreclosure, to take a deed in lieu of foreclosure with or without paying a consideration therefor, and in connection therewith to release the obligation on the bond secured by such mortgage; and to exercise and enforce in any action, suit or proceeding at law or in equity any rights

or remedies in respect of any such indebtedness or mortgage or guarantee;

(o) to make, execute, and deliver, as Trustee, any and all deeds, leases, notes, bonds, guarantees, mortgage, conveyance, contracts, waivers, releases, or other instruments in writing necessary or proper for the accomplishment of any of the foregoing powers;

(p) to organize under the laws of any state one or more corporations, partnerships, or trusts for the purpose of acquiring and holding title to any property that it is authorized to acquire under this Trust, and to exercise with respect thereto any or all of the powers set forth in this Trust;

(q) notwithstanding any powers granted to the Trustee pursuant to this Trust Agreement or to applicable law, the Trustee shall not have any power that could give this Trust the objective of carrying on a business and dividing the gains therefrom, within the meaning of Section 301.7701-2 of the Procedure and Administrative Regulations promulgated under the IRC; and

(r) generally to do all acts, whether or not expressly authorized, that the Trustee deems necessary or desirable for the protection of the Trust Fund, and to carry out the purposes of the Trust.

5.3 Investment Managers. The Company may appoint one or more Investment Managers to direct the investment of any part or all of the assets of the Trust Fund by the Trustee. Appointment of an Investment Manager shall be made by written notice to the Investment Manager(s) and to the Trustee, which notice shall specify those powers, rights, and duties of the Trustee under this Trust that are allocated to the Investment Manager(s) and the portion of the assets of the Trust Fund subject to the Investment Manager(s). After it receives written notice of such appointment, the Trustee shall have no obligation or responsibility for those investment duties which are allocated to an Investment Manager. An Investment Manager so appointed pursuant to this paragraph shall be either a registered investment adviser under the Investment Advisers Act of 1940, a bank, as defined in said Act, or an insurance company qualified to

manage, acquire and dispose of the assets of the Plans under the laws of more than one state of the United States. Any such Investment Manager shall acknowledge to the Company in writing that is accepts such appointment. The Trustee shall not be liable for any loss or diminution of any assets managed by an Investment Manager, including without limitation, any loss or diminution caused by any action or inaction taken or omitted by it at the direction of an Investment Manager. In addition, the Trustee shall not be liable for the diversification of any assets managed by Investment Managers of the Company, each of which shall be solely the responsibility of the Company. An Investment Manager may resign at any time upon written notice to the Trustee and the Company. The Company may remove an Investment Manager at any time by written notice to the Investment Manager and the Trustee.

The Company may by written notice to the Trustee assume investment responsibility for any portion or all of the Trust assets. The Trustee shall have no responsibility for any investments or review of such investments and shall act with respect to such assets only as directed by the Company.

5.4 Reserved.

5.5 Single Fund. All assets of the Trust Fund and of each investment fund, and the income thereon, shall be held and invested as a single fund, and the Trustee shall not make any separate investment of the Trust Fund, or make

any separate investment fund, for the account of any Participant or other General Creditors prior to receipt of directions to make payments to such Participant or other General Creditors in accordance with Article VI or Article VII. All rights associated with assets of the Trust shall be exercised by Trustee or the person designated by Trustee, and shall in no event be exercisable by or rest with Participants.

VI. PAYMENTS FROM THE TRUST

6.1 Obligation of Trustee to Make Payments to Participants. The Trustee's obligation to distribute to any Participant out of the assets of the Trust Fund shall be limited to payment at such times and in such amounts as are properly in conformance with the provisions of Section 6.3. Payments to Participants pursuant to this Article VI shall be made by the Trustee to the extent that funds in the Trust Fund are sufficient for such purpose, and shall at all times be subject to the provisions of Article VII. In the event the Company determines that it will pay benefits directly to Participants as they become due under the terms of the Plan, the Company shall notify Trustee of its decision prior to the time amounts are payable to Participants.

6.2 Obligation of the Company to Make Payments to Participants. Notwithstanding anything in the Trust to the contrary, the Company shall remain primarily liable to pay benefits under the Plan. Distributions to Participants from the Trust Fund shall discharge, reduce, and offset the Company's obligation to pay benefits to or on behalf of the Participant, to the extent of the distributions, with respect to the Plan. If the Company's obligation to pay a benefit under the Plan is not fully discharged, reduced, and offset by a distribution from the Trust, then the Company shall make the balance of each such benefit payment as it becomes due.

6.3 Distributions to Participants. Distributions which shall be made from the Trust Fund to pay benefits in accordance with the Plan shall be initiated by:

(a) written direction to the Trustee from the Plan Administrator, which direction shall certify that such distribution(s) is(are) in accordance with the Plan, and specify the timing, form, payee, and amount of such benefit payments, including any federal, state, or local income taxes to be withheld, and the Trustee shall make or commence the directed distributions after receipt of such written direction; or

(b) by the submission to the Trustee by a Participant of a certified copy of the non-appealable order of an appropriate forum with jurisdiction to settle a claim for payment(s) under the Plan.

6.4 Reserved.

6.5 Insufficient Trust Fund Assets. If at any time the Trustee determines or is advised that the Trust Fund does not have sufficient assets to permit the Trustee to make a payment property directed pursuant to this Trust, including a payment provided for under Section 10.7 of this Trust, the Trustee shall pay any benefits due (if otherwise payable hereunder) to Participants on a pro rata basis as directed by the Plan Administrator, and the Company shall make the balance of such payments as they become due. If the Plan Administrator determines that the Trust Fund does not have sufficient funds to provide for the payment of all amounts otherwise payable to Participants (or their Beneficiary(ies)) from the Trust under the Plans, it shall notify the Company and the Trustee of the amount of the deficiency, and, within forty-five (45) days of such notice, the Company deposit in trust with the Trustee the

additional amounts needed to make such payments. Upon receipt of such amount by the Trustee from the Company, proceeds shall first be used by the Trustee to pay any benefits

previously due remaining unpaid, in the order in which they were due, pursuant to Plan Administrator instructions.

6.6 Payment of Excess Assets to Company. Subject to Article VII, and except as otherwise provided in this Section and Section 6.8 hereof, the Company shall have no right or power to direct the Trustee to return to the Company or to divert to others any of the Trust Fund before payment of all benefits due or to become due have been made to Participants (or their Beneficiary(ies)) pursuant to the terms of the Plan. If, as of a Valuation Date, and based on the fair market value of the Trust Fund as determined by the Trustee in accordance with Section 4.3 hereof, the Trust Fund holds Excess Assets, then in the event the Trustee has received within ninety (90) days after the most recent Valuation Date a written request executed by the Company, the Trustee shall transfer to the Company, within thirty (30) days after the receipt of the request, and provided that a Potential Change of Control Period does not exist on the date of the transfer, such assets of the Trust Fund selected by the Company which have a fair market value equal to the amount of such Excess Assets, after converting such assets to cash if requested by the Company. Any payment of Excess Assets to the Company under this Section shall not discharge or release the Company of its obligation to make any contribution required under Article III (including the requirement of a Company contribution to the Trust upon the occurrence of a Potential Change of Control or a Change of Control), and its obligation to pay benefits to Participants under the Plan. Any payment of Excess Assets in accordance with this Section shall be subject to the provisions of Article VII.

6.7 Company to Pay Withholding and Employment Taxes. Any amount paid to a Participant by the Trustee in accordance with this Article VI shall be reduced by the amount of taxes required to be withheld pursuant to Plan Administrator instructions, and the Trustee shall inform the Company of all amounts so withheld. The Company shall direct that the Trustee shall either

(a) pay to the Company a sum equal to the amount of such taxes as are required to be withheld, whereupon the Company shall have full responsibility for the payment of all withholding taxes to the appropriate taxing authorities, or

(b) pay such taxes directly to the appropriate taxing authorities for the benefit of the Company.

The Company shall be solely responsible for the payment of any employment taxes for which it is directly liable as a result of payments by the Trustee. The Company shall

furnish each Participant with the appropriate tax information form evidencing payments under the Trust and the amount(s) thereof.

6.8 Payment in Reversion to Company. Subject to Article VII, upon

receipt of written certification from the Company that all obligations of the Company to Participants with respect to the Plan have been satisfied, and if the Trust Fund shall have any assets remaining, the Trustee shall distribute such remaining assets of the Trust Fund to the Company, after converting such assets to cash if requested by the Company, subject to the Trustee's right to retain such reasonable amount for compensation and expenses as provided in Section 10.7. The Trust shall thereafter terminate as provided in Section 9.2.

6.9 Reserved.

VII. PAYMENTS ON INSOLVENCY OF THE COMPANY

7.1 No Security Interest. No Participant shall have any claim on or beneficial ownership interest in the Trust Fund before such assets are paid to the Participant, except as an unsecured creditor of the Company. The Company shall not create a security interest in the Trust Fund in favor of any Participant or any other General Creditor. At all times during the continuance of this Trust, as provided in this Article VII hereof, the principal and income of the Trust Fund shall be subject to the claims of General Creditors under federal and state law. If at any time the Trustee has received notice as provided below that Company is Insolvent, Trustee shall discontinue payments to Participants, and shall hold assets of the Trust Fund for the benefit of the Company's General Creditors, pursuant to the provisions of Section 7.3, with no preference whatsoever given claims of employees over claims of other unsecured creditors of the Company.

7.2 Determination of Insolvency. Notwithstanding any other provisions of this Trust, the following provisions shall apply:

(a) The Board of Directors and the Chief Executive Officer of the Company shall have the fiduciary duty and responsibility on behalf of General Creditors to notify the Trustee promptly in writing in the event the Company is Insolvent, and the Trustee shall have the right to rely thereon to the exclusion of all directions or claims for payment made thereafter by Participants.

(b) If the Trustee has actual knowledge that the Company is Insolvent, the Trustee shall act in accordance with Section 7.3 hereof.

(c) Unless the Trustee receives written notice from the Board of Directors or the Chief Executive Officer of the Company that the Company is Insolvent, or from a person claiming to be a General Creditor and claiming that the Company is Insolvent, the Trustee shall have no duty to inquire whether the Company is Insolvent. If the Trustee receives a written allegation from a person claiming to be a General Creditor that the Company is Insolvent, the Trustee's only duty of inquiry shall be to request that the Company's independent public accountants determine whether the Company is Insolvent, and shall suspend benefit payments pending such determination. If the Company's independent public accountants advise the Trustee that the Company is not Insolvent, it shall resume payments in accordance with this Trust. If the Trustee receives notice of the Company's Insolvency pursuant to this Section 7.2(c), it shall act in accordance with this Section and Section 7.3 hereof.

7.3 Payments When Company Is Insolvent. Notwithstanding any other provision of this Trust to the contrary, if the Trustee has actual knowledge as described in 7.2(b), has been advised pursuant to 7.2(c) or receives actual notice described in Section 7.2(a) that the Company is Insolvent

(a) by reason of Section 1.11(b), the Trustee shall suspend payments to Participants and shall notify Participants of the suspension, and shall hold the Trust Fund for the benefit of the General Creditors, and shall pay and deliver the entire amount of the Trust Fund only as a court competent jurisdiction, or duly appointed receiver or other person authorized to act by such court, may order or direct to make the Trust Fund available to satisfy the claims of the General Creditors (payments to Participants in accordance with the terms of the Plan may be resumed only pursuant to Section 7.4 hereof); or

(b) by reason of Section 1.11(a), the Trustee shall suspend payments to Participants and shall notify Participants of the suspension, and shall (i) hold the Trust Fund for the benefit of General Creditors or (ii) pay over all or a portion of the Trust Fund to General Creditors if directed by the Company or an appropriate judicial forum.

Nothing in this Trust Agreement shall in any way diminish any rights of Participants to pursue their rights as unsecured creditors of Company with respect to benefits under the Plan, or otherwise.

7.4 Resumption of Duties after Insolvency. In the absence of notice of a Court order to the contrary, the Trustee shall resume all of its duties and responsibilities under the Trust, including payments to Participants if otherwise provided for herein, within thirty (30) days of the Trustee's receipt of a determination from the Company's independent public accounting firm that the Company is no longer Insolvent.

(a) Trust Recovery of Payments to Creditors. In the event that amounts are paid from the Trust Fund to General Creditors of the Company, then as soon as practicable after the Company is no longer Insolvent, the Company shall deposit into the Trust Fund a sum to equal to the Funding Amount, determined as of the date the Company is no longer Insolvent, which date shall be a Valuation Date. The Company (or, after a Change of Control, the Company's independent public accountants) shall provide the Trustee with written certification of such Funding Amount. If the Funding Amount is not paid by the Company within ninety (90) days of the Trustee's receipt of such notice, the Trustee shall demand payment and the provisions of Section 3.5 shall apply.

(b) Determination of Payment Amount; Resumption of Payments. Provided that there are sufficient assets of the Trust Fund, if Trustee discontinues the payment of benefits from the Trust pursuant to Section 7.3 and subsequently resumes such payments, the first payment following such discontinuance shall include the aggregate amount of all payments due to Participants under the terms of the Plan for the period of such discontinuance, as determined by the Plan Administrator, less the aggregate amount of any payments made to Participants by the Company in lieu of the payments provided for hereunder during any such period of discontinuance. If the Trustee suspends a payment to a Participant under this Section, and subsequently makes such payment, the payment shall include interest at the rate of interest per annum equal to the prime rate as published by NBD Bank for each day from the date of suspension to the date of payment, as calculated by the Plan Administrator.

7.5 Reserved.

VIII. RESIGNATION OR REMOVAL OF TRUSTEE

8.1 Resignation or Removal of Trustee. The Trustee may resign for any reason or for no reason and at any time by giving thirty (30) days prior written notice to the Company (or such shorter notice as may be agreed to by the Company and the Trustee). Subject to Section 8.2(b) hereof, the Company may remove the Trustee, for any reason and with or without cause, by giving thirty (30) days prior written notice to the Trustee (or such shorter notice as may be agreed to by the Company and the Trustee).

8.2 Successor Trustee. In the event of the resignation or removal of a Trustee, a successor Trustee shall be appointed. Any successor Trustee appointed pursuant to this Section must be a corporation which is not an affiliate of the Company and which is authorized under the laws of the United States or of any state to administer trusts and has at the time of its appointment total capital and surplus of at least Fifty Million Dollars ($50,000,000). The Company shall give notice of any such appointment to the retiring Trustee and the successor Trustee. A successor Trustee shall be appointed in accordance with the following provisions:

(a) At any time prior to a Change of Control, a successor Trustee shall be appointed by the Company. If a Trustee should resign or be removed, and the Company does not notify the Trustee of the appointment of a successor Trustee within forty-five (45) days of its notice of its resignation or removal, then the Company shall be deemed to have failed to have appointed a successor Trustee, and the Trustee shall apply to a court of competent jurisdiction for appointment of a successor Trustee.

(b) After the occurrence of a Change of Control, the Trustee who is the Trustee on the date of the Change of Control may be removed by the Company for three (3) years from the date of the Change of Control. If a Trustee resigns or is removed at any time after the date of a Change of Control, the Trustee shall apply to a court of competent jurisdiction for appointment of a successor Trustee.

Notwithstanding Section 8.1, no resignation by or removal of the Trustee shall be effective prior to the effective date of the appointment of a successor Trustee by the Company or a court of competent jurisdiction.

8.3 Duties of Retiring and Successor Trustees. In the event of the resignation or removal of a Trustee, the retiring Trustee shall within thirty (30) days after the effective date of resignation or removal furnish to the successor Trustee and the Company a final accounting of its administration of the Trust. A successor Trustee shall succeed to the right and title of the predecessor Trustee in the assets of the Trust Fund and the retiring Trustee shall deliver the property comprising the assets of the Trust Fund (less any unpaid fees and expenses of the retiring trustee) to the successor Trustee, together with any instruments of transfer, conveyance, assignment, and further assurance as the successor Trustee may reasonably require. All of the provisions of the Trust set forth herein with respect to the Trustee shall relate to each successor Trustee with the same force and effect as if such successor Trustee had been originally named as the Trustee hereunder. To the extent permitted by law, neither the Trustee nor the successor Trustee shall be

liable for any act or failure to act, and shall not be required to examine the accounts, records, or acts of the other.

8.4 Reserved.

IX. AMENDMENT AND TERMINATION OF TRUST

9.1 Amendment. Except as otherwise provided in Section 2.3 of this Trust, the Trust may be amended (but may not be not revoked unless all of the Company's obligations with respect to the Plan have been satisfied) in writing from time to time by delivery to the Trustee of such amendment executed by the Company, which amendment shall include the effective date of such amendment. Any amendment of the Trust may be made:

(a) prior to a Change of Control, without limitation and in any manner and effective as of any date, including a retroactive effective date, if accompanied by the written certification that no Change of Control has occurred;

(b) after a Change of Control, only if a period of three (3) years has elapsed since the Change of Control, and either:

(1) such amendment is accompanied by the specific written consent to the amendment by Participants whose actuarial interests under the Plan, computed by the Company's independent public accountants as of the effective date of such amendment, represent at least 51% of the total of all actuarial interests under the Plan; or

(2) such amendment is accompanied by the opinion of legal counsel satisfactory to the Trustee that the amendment is necessary for the purpose of conforming the Trust to any present or future federal or state law (including revenue laws) relating to trusts of this or similar nature, as such laws may be amended from time to time, and a certification that a copy of such notice and opinion of counsel has been delivered to each Participant.

No amendment shall conflict with the terms of the Plan subject to amendment, and no amendment may reduce the "Funding Amount" or the contribution requirements of Article III to less than 50% of the actual benefit obligation on the books of the Company; provided such amendment shall be effective prior to a Potential Change of Control or a Change of Control. No amendment shall operate to change the duties and liabilities of the Trustee without its consent, or make the Trust revocable after it has become irrevocable in accordance with Section 2.3 hereof unless the Company has satisfied all obligations it may have with respect to the Plan as of the date of such amendment. The Company and the Trustee shall execute such amendments of the Trust as shall be necessary to give effect to any amendment made in accordance with this Section.

9.2 Termination. After all assets of the Trust Fund have been distributed by the Trustee to the Participants or their Beneficiaries in accordance with Article VI, the Trustee shall render an accounting, which shall be the final accounting, in the manner provided for in Section 4.3. Upon acceptance of the accounting by the Company, any assets remaining in the Trust Fund, after deduction of such reasonable amount for compensation and expenses as provided for in Section 10.7, shall be returned to the Company in the manner provided in Section 6.8, and the Trust shall terminate thereupon. The Trust and all the rights, titles, powers, duties, discretions and immunities imposed on or reserved to the Trustee and the Company, shall continue in effect until all

assets of the Trust Fund have been distributed as provided herein.

9.3 Reserved.

X. GENERAL PROVISIONS

10.1 Coordination with Plan. The responsibilities of the Trustee shall be governed solely by the terms of this Trust Agreement.

10.2 Litigation. In any action or proceeding regarding the Trust, the Company, any assets of the Trust Fund, or the administration of the Trust, any creditors who are not parties to such action or proceedings and any other persons having or claiming to have a beneficial interest in the Trust shall not be necessary parties and shall not be entitled to any notice of process. Any final judgment which is not appealed or appealable and which may be entered in any such action or proceeding shall be binding and conclusive on the parties hereto and all persons having or claiming to have a beneficial interest in the Trust. Acceptance by a creditor of assets of the Trust Fund shall constitute a release of an equal amount of any obligations of the Company to such creditor.

10.3 Trustee's Action Conclusive. The Trustee's exercise or non-exercise of its powers and discretion in good faith shall be conclusive on all persons. No one other than the Company shall be obliged to see to the application of any money paid or property delivered to the Trustee. The certificate of the Trustee that it is acting according to this Trust will fully protect all persons dealing with the Trustee.

10.4 No Guarantee or Responsibility. Notwithstanding any other provision of this Trust to the contrary, the Trustee does not guarantee payment of any amount which may become due and payable to a Participant. The Trustee shall have no responsibility for the disclosure to Participants regarding the terms of the Plan or of this Trust, or for the validity thereof. The Trustee shall not be responsible for administrative functions under the Plan and shall have only such responsibilities under this Trust Agreement as specifically set forth herein. The Trustee will be under no liability or obligation to anyone with respect to any failure on the part of the Company, the Plan Administrator, the Company's independent public accounting firm, an Investment Manager, or a Participant to perform any of their respective obligations under the Plan or this Trust. The Trustee shall be fully protected in relying upon any notice or direction provided to it from any party in connection with the Trustee's duties hereunder which the Trustee in good faith believes to be genuine, and executed and delivered in accordance with this Trust. Nothing in this Trust shall be construed as requiring the Trustee to make any payment in excess of the amounts held in the Trust Fund at the time of such payment or otherwise to risk or expend its own funds.

10.5 Liabilities Mutually Exclusive. Each of the Trustee and the Company shall be responsible only for its own acts or omissions.

10.6 Indemnification. The Company agrees to indemnify to the extent permitted by law the Trustee and hold it harmless against Trustee's costs, expenses and

liabilities (including, without limitation, attorneys' fees and expenses) arising out of or in connection with the performance of the Trustee's duties arising hereunder (but excluding costs arising as a result of the Trustee's bad faith or gross negligence in the performance of its responsibilities hereunder), and to be primarily liable for such payments. If the Company does not pay such costs, expenses and liabilities in a reasonably timely manner, Trustee may obtain payment from the Trust. This Section shall survive the termination of the Trust.

10.7 Expenses and Compensation. The Trustee shall be paid compensation by the Company in an amount agreed to by the Company and the Trustee. The Trustee shall be reimbursed by the Company for reasonable expenses incurred by it in the management and administration of this Trust Agreement, including the reasonable compensation of the Trustee's counsel and other agents; and if the Trustee is not timely reimbursed with respect to amounts due pursuant to this Section 10.7 (or in the case of expenses to be incurred pursuant to Section 3.5 hereof), the Trustee may charge such amounts against the Trust Fund. Any compensation or expenses so agreed upon or otherwise payable not paid by the Company on a timely basis may be charged to the Trust Fund no more frequently than quarter-annually upon notice to the Company.

10.8 Reserved.

10.9 Notice. Any notice to the Trustee or to the Company required or permitted under this Trust shall be duly and properly given and delivered if sent by certified United States mail, return receipt requested, to the Trustee at:

The Northern Trust Company
Attn: Trust Department
Fifty South LaSalle Street
Chicago, Illinois 60675

and to the Company at:

The Detroit Edison Company
Attn: Vice President and Treasurer
2000 Second Street
Detroit, Michigan 48226

or to such other address as the Trustee or the Company may specify by written notice to the other.

10.10 Antiassignment Clause. Benefits payable to Participants and their Beneficiaries under this Trust Agreement may not be anticipated, assigned (either at law or in equity), alienated, pledged, encumbered or subjected to attachment, garnishment, levy, execution or other legal or equitable process.

10.11 True and Correct Document. Any persons dealing with the Trustee may rely upon a copy of this Trust and any amendments thereto certified to be true and correct by the Trustee.

10.12 Waiver of Notice. Any notice required under this Trust may be waived by the person entitled to such notice.

10.13 Counterparts. This Trust may be executed in two or more counterparts, any one of which will be an original without reference to the others.

10.14 Gender and Number. Words denoting the masculine gender shall include the feminine and neuter genders and the singular shall include the plural and the plural shall include the singular wherever required by the context.

10.15 Successors. This Trust shall be binding on all persons entitled to payments hereunder and their respective heirs and legal representatives, and on the Company, the Trustee, and their respective successors.

10.16 Severability. If any provision of this Trust is held to be illegal or invalid, such illegality or invalidity shall not affect the remaining provisions of this Trust, which shall be construed and enforced as if such illegal or invalid provisions had never been inserted herein.

10.17 Applicable Law. The Trust shall be governed by and construed in accordance with the laws of the State of Michigan with respect to the Company's obligations and in accordance with the laws of the State of Illinois with respect to the Trustee's obligations and Trust Administration.

IN WITNESS WHEREOF, the Company and the Trustee have caused this trust agreement to be signed by their duly authorized representatives, and have caused their respective seals to be hereunto affixed, as of the Effective Date.

THE DETROIT EDISON COMPANY

By L.L. Loomans

Its

THE NORTHERN TRUST COMPANY
as Trustee

By

Its

EXHIBIT A

THE DETROIT EDISON COMPANY_IRREVOCABLE GRANTOR TRUST
FOR THE DETROIT EDISON COMPANY MANAGEMENT SUPPLEMENTAL
BENEFIT PLAN

The Company has established an Irrevocable Grantor Trust to pay benefits under the Management Supplemental Benefit Plan. A copy of such Plan, including any amendment(s), is attached hereto.

EXHIBIT B

THE DETROIT EDISON COMPANY IRREVOCABLE GRANTOR TRUST FOR THE DETROIT EDISON COMPANY MANAGEMENT SUPPLEMENTAL BENEFIT PLAN

PARTICIPANTS (as defined in the Trust)

as of December 31, 1995

Name	[Date of Birth]

EXHIBIT 99-4

THE DETROIT EDISON COMPANY

IRREVOCABLE GRANTOR TRUST

FOR THE DETROIT EDISON COMPANY

BENEFIT EQUALIZATION PLAN

AS RESTATED AS OF JANUARY 1, 1996

THE DETROIT EDISON COMPANY

IRREVOCABLE GRANTOR TRUST

FOR THE DETROIT EDISON COMPANY

BENEFIT EQUALIZATION PLAN

TABLE OF CONTENTS

THE DETROIT EDISON COMPANY

IRREVOCABLE GRANTOR TRUST

FOR THE DETROIT EDISON COMPANY

BENEFIT EQUALIZATION PLAN

THIS TRUST AGREEMENT is made this 24th day of July, 1995, as restated in its entirety effective January 1, 1996, by and between The Detroit Edison Company, a Michigan corporation, and The Northern Trust Company, an Illinois corporation, of Chicago, Illinois ("Trustee"), and any successor provided for in the Trust hereby evidenced, as Trustee.

WITNESSETH THAT:

WHEREAS, the Company has established and maintains the Benefit Equalization Plan ("Plan"), an unfunded benefit plan, a copy of which is attached hereto as Exhibit A, for the benefit of certain Company Executives listed on Exhibit B hereto, which Exhibits may be amended from time to time by the Company prior to a potential Change of Control and/or Change of Control, and without the Trustee's consent; and

WHEREAS, the Company has incurred and expects to continue to incur liabilities pursuant to the terms of the Plan, and wishes to establish an irrevocable trust by placing assets in trust, subject to the claims of the Company's creditors in the event the Company becomes Insolvent, to pay benefits under the Plan or to be applied as otherwise provided for herein; and

WHEREAS, it is the intention of the Company that amounts transferred to the Trust and the earnings thereon shall be used by the Trustee, subject to the claims of the Company's creditors in the event the Company becomes Insolvent, to satisfy the liabilities of the Company in accordance with the provisions hereof; and, upon satisfaction of all liabilities of the Company with respect to all Participants (and their Beneficiaries, if applicable), the assets, if any, remaining in the Trust shall revert to the Company; and

WHEREAS, the Company intends that the existence of the Trust shall not alter the characteristics of the Plan as an unfunded plan maintained primarily for the purpose

of providing deferred compensation for a select group of management and/or highly-compensated employees, and shall not be construed to provide income for federal income tax purposes to a Participant (or his or her Beneficiary) prior to the actual payment of benefits under the Plans; and

WHEREAS, the Trustee has agreed to serve as trustee of such trust;

NOW, THEREFORE, in consideration of the mutual undertakings of the Company and the Trustee, the parties do hereby establish the Trust, and agree that the Trust shall be comprised, held, and disposed of as follows:

I. DEFINITIONS Unless the context requires otherwise, definitions as used herein shall have the same meaning as in the Plan when applied to said Plan.

1.1 "Beneficiary" means the beneficiary designated as provided in the Plan as set forth in Exhibit A.

1.2 "Board of Directors" means the Company's Board of Directors, as constituted from time to time.

1.3 "Change of Control" means the occurrence of any of the following

events:

(a) a change of control of a nature that would be required to be reported in response to Item 6(e) of Schedule 14A of Regulation 14A under the Securities Act of 1934, as amended (the "Exchange Act"), or any successor provisions, whether or not the Company is then subject to such reporting requirement; or

(b) any "person" (as such term is used in Sections 13(d) and 14(d) of the Exchange Act), other than the Company or an employee benefit plan maintained by the Company, is or becomes the "beneficial owner" (as defined in Rule 13d-3 under the Exchange Act), directly or indirectly, of securities of the Company representing 30% or more of the combined voting power of the Company's then outstanding securities ordinarily (and apart from rights accruing under special circumstances) having the right to vote at elections of the Board of Directors (the "Base Capital Stock"); provided, however, that any change in the relative beneficial ownership of securities of any person resulting solely from a reduction in the aggregate number of outstanding shares of Base Capital Stock, and any decrease thereafter in such person's ownership of securities, shall be disregarded

until such person increases in any manner, directly or indirectly, such person's beneficial ownership of any securities of the Company; or

(c) a change in the composition of the Company's Board of Directors, as a result of which fewer than two-thirds of the incumbent directors are directors who either

(1) had been directors of the Company 24 months prior to such change, or

(2) were elected, or nominated for election, to the Company's Board of Directors with the affirmative votes of at least a majority of the directors who had been directors of the Company 24 months prior to such change and who were still in office at the time of the election or nomination; or

(d) there shall be consummated

(1) any consolidation or merger of the Company in which the Company is not the continuing or surviving corporation or pursuant to which shares of the Company's common stock would be converted into cash, securities, or other property, other than a merger of the Company in which the holders of the Company's

common stock immediately prior to the merger have the same proportionate ownership of common stock of the surviving corporation immediately after the merger, or

(2) any sale, lease, exchange, or other transfer (in one transaction or a series of related transactions) of all, or substantially all, of the assets of the Company, or

(3) the stockholders of the Company approve a plan or proposal for the liquidation or dissolution of the Company.

Notwithstanding the foregoing provisions of this Section 1.3 a "Change of Control" shall not be deemed to have occurred by reason of the corporate reorganization (the "Reorganization") of the Company implemented pursuant to the resolution adopted by the Board of Directors of the Company on December 5, 1994 (as such resolution may

be amended or supplemented from time to time), whereby it is proposed that a corporation will become the parent holding company of the Company.

The Company shall promptly notify the Trustee of a Change of Control and the Trustee may conclusively rely upon such notice and shall have no duty to independently determine whether a Change of Control has occurred.

1.4 "Company" means The Detroit Edison Company, a Michigan corporation, its successors and assigns.

1.5 "Effective Date" means July 24, 1995.

1.6 Reserved.

1.7 "Excess Assets" means assets of the Trust in excess of one hundred and twenty-five per cent (125%) of the Funding Amount.

1.8 "Funding Amount" means the actual benefit obligation on the books of the Company as of the most recent Valuation Date, certified by the Company to the Trustee, which shall be the amount necessary to ensure that the assets of the Trust Fund would, as of the most recent Valuation Date, have been sufficient to satisfy the Company's obligations due to each respective Participant under the Plan. Upon any Potential Change of Control and during any Potential Change of Control Period, however, the "Funding Amount" means one hundred and twenty per cent (120%) of the actual benefit obligation on the books of the Company as of the most recent Valuation Date, as certified by the Company to the Trustee, which shall be the amount necessary to ensure that the assets of the Trust Fund would, as of the most recent Valuation Date, have been sufficient to satisfy the Company's obligations due to each respective Participant under the Plan. The Company's obligations to each respective Participant under the Plan shall be limited to benefits attributable to service rendered by the Participant to the Company.

1.9 "General Creditors" means the unsecured general creditors of the Company, including the Participants.

1.10 Reserved.

1.11 "Insolvent" and "Insolvency" mean that the Company

(a) is unable to pay its debts as they become due; or

(b) is subject to a pending proceeding as a debtor under the Bankruptcy Code.

1.12 "Investment Manager" means the investment manager(s) appointed by the Company in the manner provided in Section 5.3 to direct the investment of any part or all of the assets of the Trust Fund in accordance with Article V.

1.13 "IRC" means the Internal Revenue Code of 1986, as amended.

1.14 "Participant" means an individual listed on Exhibit B attached hereto who

(a) is a Participant in the Plan because of services rendered to the Company; or

(b) would be a Participant in the Plan because of services rendered to the Company but is not due to age, years of service or active employment.

The Company agrees to list all Participants on Exhibit B attached hereto. Except after a Change of Control as provided in Section 3.4, the Company may add or delete Participants by delivering a new Exhibit B to the Trustee.

1.15 Reserved.

1.16 "Plan Administrator" means the party designated under the Plan as responsible for the management, operation, and administration of the Plan.

1.17 "Potential Change of Control" means the date of the earliest occurrence of any of the following events:

(a) the Company enters into an agreement, the consummation of which would result in the occurrence of a Change of Control of the Company; or

(b) any "person" (as such term is used in Sections 13(d) and 14(d) of the Exchange Act), other than the Company or an employee benefit plan maintained by the Company, is or becomes the "beneficial owner" (as defined in Rule 13d-3 under the Exchange Act), directly or indirectly, of securities of the Company representing 9.5% or more of the combined voting power of the Company's then outstanding securities ordinarily (and apart from rights accruing

under special circumstances) having the right to vote at elections of the Board of Directors (the "Base Capital Stock"); provided, however, that any change in the relative beneficial ownership of securities of any person resulting solely from a reduction in the aggregate number of outstanding shares of Base Capital Stock, and any decrease thereafter in such person's ownership of securities, shall be disregarded until such person increases in any manner, directly or indirectly, such person's beneficial ownership of any securities of the Company; or

(c) the public announcement by any individual or entity, other than the Company, that such individual or entity intends to take or to consider taking actions which, if consummated, would constitute a Change of Control of the Company; or

(d) the public announcement of any merger, acquisition, consolidation, or reorganization of the Company in which the Company is not the continuing or surviving corporation, or pursuant to which shares of the Company's common stock would be converted into cash, securities, or other property, other than a transaction in which the holders of the Company's common stock immediately prior to the merger, acquisition, consolidation, or reorganization have the same proportionate ownership of common stock of the surviving corporation immediately after the merger, acquisition, consolidation, or reorganization, including, but not limited to, the creation of a parent entity to oversee the Company; or

(e) the public announcement of the sale or other transfer of substantially all of the assets of the Company to any third party; or

(f) the Board of Directors of the Company adopts a resolution to the effect that a Potential Change of Control of the Company has occurred for purposes of this Trust.

Notwithstanding the foregoing provisions of this Section 1.17, a "Potential Change of Control" shall not be deemed to have occurred by reason of the Reorganization (as defined in Section 1.3).

1.18 "Potential Change of Control Period" means the one (1) year period immediately following the date of a Potential Change of Control. If a subsequent Potential Change of Control occurs during any Potential Change of Control Period, the

Potential Change of Control Period shall end one (1) year following the date of the most recent Potential Change of Control.

The Company shall promptly notify the Trustee of a Potential Change of Control and the Trustee may conclusively rely upon such notice and shall have no duty to independently determine whether a Potential Change of Control has occurred.

1.19 Reserved.

1.20 "Trust" means the irrevocable trust established pursuant to this Trust Agreement and all of the terms and conditions of this Trust Agreement, which is intended to constitute a grantor trust under IRC Section Section 671 et seq.

1.21 "Trust Fund" means all moneys, securities, and other property held by the Trustee, any custodian, or any insurance company under this Trust.

1.22 "Trustee" shall mean the trustee named herein, and any successor trustee appointed pursuant to Article VIII.

1.23 "Valuation Date" means the day in each calendar year which is the last day of the Company's fiscal year in each year, and such other times as the Company may determine. Each of (a) any date of a Potential Change of Control, (b) the date of a Change of Control, (c) the effective date of a Trustee's resignation or removal, and (d) the date of termination of the Trust shall also be a Valuation Date if any such date occurs other than on the last business day of the Company's fiscal Year. The first Valuation Date shall be December 31, 1994.

II. ESTABLISHMENT OF THE TRUST

2.1 Trust. The Company hereby establishes the Trust with the Trustee, which Trust shall consist of such sums of money and other property acceptable to the Trustee as from time to time have been and shall be paid or delivered by

the Company to the Trustee as provided herein. All such money and other property, all investments and reinvestments made therewith, or the proceeds thereof, and all investment earnings and profits thereon, less all payments and charges as authorized herein, shall constitute the Trust Fund. The Trust Fund shall be held in trust by the Trustee, and shall be dealt with in accordance with the provisions of this Trust.

2.2 Description of Trust. The Company represents and agrees that:

(a) the Trust is intended to be a grantor trust under IRC Section Section 671-678, and shall be construed accordingly. The Company intends and agrees that it is the "owner" or grantor of the Trust in its entirety, as that term is defined in subpart E, part I, subchapter J, chapter 1, subtitle A of the IRC and that, for income tax purposes, all income, deductions, and credits of the Trust Fund belong to it as owner, and will be included on its income tax or other required tax returns, and any income tax determined to be payable as a result thereof will be the sole obligation of, and will be paid by, the Company;

(b) a true and correct copy of the Plan, as in effect on the Effective Date hereof, is attached hereto as Exhibit A. The Company shall file with the Trustee, promptly upon its adoption, a true and correct copy of each amendment to the Plan;

(c) the Trust Fund is to be used to satisfy the legal obligations of the Company to Participants under the Plan as provided herein, subject to the claims of General Creditors in the event of Insolvency, and the balance of the Trust Fund, if any, remaining after payment of the Company's obligation to Participants under the Plan will revert to the Company in accordance with the Trust;

(d) contributions by the Company to the Trust which are made coincident with and subsequent to the Effective Date shall be in amounts determined under Article III hereof. The Company agrees to fund the Trust as provided therein;

(e) the principal of the Trust, and any earnings thereon shall be held by the Trustee separate and apart from other funds of Company, and shall be used exclusively for the uses and purposes as herein set forth;

(f) the Trust established under this agreement does not fund and is not intended to fund the Plan, or any other employee benefit plan or program of the Company. Neither the establishment of the Trust, nor the payment or delivery of assets to the Trustee shall vest any Participant in any right, title, or interest in or to any assets of the Trust Fund;

(g) participants shall have no preferred claim on, or any beneficial ownership interest in, assets of the Trust. To the extent that any Participant

acquires the right to receive payment(s) under the Plan, any such right shall be mere unsecured contractual rights of Participants against the Company, and such Participants (or their Beneficiary(ies)) shall have only the unsecured promise of the Company that such payment(s) will be made. Any assets held by the Trust will be subject to the claims of General Creditors under federal and state law in the event of Insolvency, as defined herein, with no preference whatsoever given to claims of employees

over claims of other unsecured creditors of the Company; and

(h) to the extent the Plan is covered by ERISA, the Plan is a plan for a select group of management or highly compensated employees, and as such are exempt from the application of ERISA except for the disclosure requirements applicable to such plan, for which the Company bears full responsibility as to compliance. The Company further represents that the Plan is not qualified under IRC Section 401 and therefore, is not subject to any IRC requirements applicable to tax-qualified plans.

2.3 Irrevocability. Except as provided in Article 9 and this Section 2.3, the Trust shall be irrevocable from the effective date, and the assets of the Trust Fund shall be held in accordance with the provisions hereof for the exclusive purpose of providing for the payment of the Company's obligations to pay benefits to Participants under the Plan and to satisfy the claims of General Creditors in the event of Insolvency, and defraying the expenses of the Trust. Except as provided in Section 6.6 and Section 6.8 and in the event of Insolvency, no part of the income or corpus of the Trust Fund shall be recoverable by or for the benefit of the Company.

2.4 Acceptance by the Trustee. The Trustee accepts the Trust established under this Trust Agreement on the terms and subject to the provisions set forth herein, and agrees to discharge and perform fully and faithfully all of the duties and obligations imposed upon it under this Trust.

III. CONTRIBUTIONS

3.1 Calculations of Funding Amount. By September 30, 1995, the Company shall contribute to the Trust the Funding Amount as determined on the first Valuation Date. As of each Valuation Date, and until the entire Trust Fund has been distributed, the Company (or, after a Change of Control, the Company's independent public accountants) shall recalculate the Funding Amounts.

3.2 Contributions as of Each Valuation Date. During the life of the Trust but no later than September 30 of each year, commencing no later than September 30, 1996, the Company shall contribute to the Trust such amount as is necessary to make trust assets equal the Funding Amount as of the previous Valuation Date. The Plan Administrator or its delegate (or, after a Change of Control, the Company's independent public accountants) shall provide the Trustee with written notice of the amount of the necessary contribution on or before the date such contribution is due to the Trust. Any such payments to the Trustee do not discharge or release the Company of its obligation under the Plan or Section 6.2 to pay benefits to Participants under the Plan, and shall at all times be subject to the provisions of Article VII.

3.3 Reserved.

3.4 No Dilution of Trust. After a Change of Control, the Exhibit B in effect on the date of a Change of Control shall not be amended to include a Participant not named in the Exhibit B in effect on the date of a Change of Control, unless pursuant to the requirements of this Section 3.4, at the time of delivery to the Trustee of a proposed amended Exhibit B (the "Delivery Date"), the Company shall deliver to the Trustee a determination by the Company's independent public accountants as of the Delivery Date of the proposed amended Exhibit B of the Funding Amount calculated based on the Participants named in the Exhibit B in effect on the Date of the Change of Control and any new or additional Participants named in the proposed amended Exhibit B (the "New Funding Amount") and (b), assets in an amount necessary to make the trust assets equal the New Funding Amount. If the Trustee determines that assets of the Trust Fund, including such assets as are delivered by the Company on the Delivery Date, equal or exceed the New Funding Amount, the Trustee shall accept the amended Exhibit B. Any amended Exhibit B so accepted shall be deemed incorporated with the same effect as if otherwise included

herein. Unless an Exhibit B amended after a Change of Control is accepted by the Trustee as provided in this Section, the Trustee shall have no liability, responsibility, or obligation with respect to a Participant named in any amended Exhibit B unless such Participant is named in the Exhibit B then in effect on the date of a Change of Control.

3.5 Collection. In the event the Company fails to pay over to the Trustee within one hundred and twenty (120) days of notice and demand from the Trustee (or, upon the occurrence of a Potential Change of Control or a Change of Control, within seven (7) days of notice and demand from the Trustee), any amount determined to be payable by the Company to the Trustee under Sections 3.2, 6.5 or 7.4(a) of the Trust, the Trustee may commence legal action, (which is expressly deemed to include without

limitation an alternate dispute resolution proceeding), to compel the Company to pay to the Trustee any amount determined to be payable to it under the Trust. The Trustee may bring such action against the Company in any court of competent jurisdiction, and shall be entitled to recover for the benefit of the Trust from the Company such amount, plus interest for each day at the rate of interest per annum of five (5) percentage points in excess of the prime lending rate as announced by NBD Bank, from the due date specified in the Trustee's notice and demand (or the date(s) from which pro rata payments were made, if such action is brought by the Trustee pursuant to Section 6.5 hereof) to the date of payment, plus all costs of collection, including reasonable attorneys fees and costs of litigation. The Trustee is authorized to bring action to compel payment by the Company, and, in connection with reasonable claims for delinquent contributions by the Company, to retain, at the expense of the Company, counsel and other appropriate experts, including actuaries and accountants, to aid it in pursuing litigation for collection against the Company. The Trustee's anticipated reasonable costs and expenses incurred pursuant to this Section 3.5 are payable by the Company in advance; and should the Company not make timely payment, the Trustee may charge the Trust Fund for such reasonably anticipated costs and expenses. The Trustee shall in no event be required to advance or expend its own funds in order to comply with the provisions of this Section 3.5.

IV. ACCOUNTING AND ADMINISTRATION

4.1 Trustee Recordkeeping. The Trustee shall keep or cause to be kept accurate and detailed records of any investments, receipts, disbursements, and all other transactions required to be made by the Trustee hereunder, in accordance with such rules as may be established by the Company, including such specific records as shall be agreed upon in writing between the Company and the Trustee. All accounts, books, and records relating thereto shall be open to inspection and audit at all reasonable times by any person designated by the Company. All such accounts, books, and records shall be preserved (in original form, or on microfilm, magnetic tape, or any other similar process) for such period as the Company may determine, and the Trustee may only destroy such accounts, books, and records after first notifying the Company in writing of its intention to so, and transferring to the Company any of such accounts, books, and records requested by the Company.

4.2 Company Recordkeeping. The Company shall keep full, accurate, and detailed books and records with respect to the Participants and benefits paid and payable under the Plan, which records shall be made available to the Trustee at its request.

4.3 Periodic Accounting. Within sixty (60) days following a Valuation Date, the Trustee shall deliver to Company a written accounting, dated as of the Valuation Date, of its administration of the Trust Fund during such year or during the period from the most recent Valuation Date to the date of such current Valuation Date, which accounting shall be in accordance with the following provisions:

(a) Such accounting shall set forth all investments, receipts, disbursements, and other transactions effected the by Trust Fund during the preceding year, or during the period from the most recent Valuation Date to the date of such current Valuation Date, including a description of all securities and investments purchased and sold, with the cost or net proceeds of such purchases or sales (accrued interest paid or receivable being shown separately), and showing all cash, securities or other property held in the Trust Fund, less liabilities known to the Trustee (other than liabilities to Participants entitled to benefits under the Plans) at the end of such year or other period, as the case may be. In making a valuation, all cash, securities or other property held in the Trust Fund shall be valued at their then fair market value, and shall be in a format as may be established by the Company. A copy of each accounting so delivered to the Company shall be open to inspection at the office of the Trustee during normal business hours.

(b) If within ninety (90) days after the filing of such written accounting, the Company has not delivered to the Trustee notice of any objection to any act or transaction of the Trustee, the initial accounting shall become an account stated as between the Trustee and the Company. If any objection has been delivered to the Trustee by the Company, and if the Company is satisfied that it should be withdrawn, the Company shall signify its approval of the accounting in writing filed with the Trustee, and the accounting shall become an account stated as between the Trustee and the Company. If the accounting is adjusted following an objection thereto, the Trustee shall file and deliver the adjusted accounting to the Company. If within fifteen (15) days after such filing of an adjusted accounting, the Company has not delivered to the Trustee notice of any objection to the transactions as so adjusted, the adjusted accounting shall become an account stated as between the Trustee and the Company.

(c) Unless an accounting is fraudulent, when it becomes an account stated, it shall be finally settled, and the Trustee shall, to the extent permitted by applicable law, be forever released and discharged from all liability and

accountability with respect to the propriety of its acts and transactions shown in such accounting.

4.4 Administrative Powers of Trustee. Except to the extent that authority with respect to the administration of the Trust has been allocated to others in accordance with this Trust, and subject to Article V, the Trustee shall have exclusive authority and discretion to manage and administer the Trust. The Trustee shall act with the care, skill, prudence and diligence under the circumstances then prevailing that a prudent person acting in like capacity and familiar with such matters would use in the conduct of an enterprise of like character and with like aims, provided, however, that Trustee shall incur no liability to any person for any action taken pursuant to a direction, request or approval given by Company which is contemplated by, and in conformity with, the terms of the Trustee's responsibilities under this Trust, and is given in writing by Company. The responsibility for maintenance of individual benefit records shall be retained by the Company, and may be delegated to such person or entity as the Company may employ from time to time. Except as otherwise provided herein, the Trustee shall have, without exclusion, all powers

conferred on trustees by law and, without limiting the foregoing, shall have the following administrative powers, rights, and duties in addition to those provided elsewhere in this Trust:

(a) to manage, sell, insure, and otherwise deal with all assets held by the Trustee on such terms and conditions as the Trustee shall decide; provided however, that if the Company delivers written instructions to the Trustee, the Trustee shall follow such instructions;

(b) when directed by the Company or requested by a Participant pursuant to Article VI, to make payments from the Trust Fund to Participants and, when required by Article VII, to make payments from the Trust Fund to General Creditors entitled to payments thereunder;

(c) except as provided in Article VI and Article VII, to waive, modify, reduce, compromise, release, contest, submit to arbitration, or settle or extend the time of payment of any claims, debts, damages, or demands of any nature in favor of or against the Trustee or all or any part of the Trust Fund;

(d) to retain any disputed property until an appropriate final adjudication or release is obtained, and to represent the Trust in, or commence or defend, any litigation the Trustee considers in its discretion necessary in connection with the Trust Fund;

(e) to withhold, if the Company so directs, all or any part of any payment required to be made hereunder as may be necessary and proper to protect the Trustee or the Trust Fund against any liability or claim on account of any estate, inheritance, income or other tax or assessment attributable to any amount payable hereunder, and to discharge any such liability with any part or all of such payment so withheld in accordance with Section 6.7;

(f) to maintain records reflecting all receipts and payments under this Trust and such other records as the Company may specify and to which the Trustee agrees, which records may be audited from time to time by the Company or anyone named by the Company; and to furnish a written accounting to the Company as of each Valuation Date, as provided in Section 4.3;

(g) if an insurance policy is held as an asset of the Trust, Trustee shall have no power to name a beneficiary of the policy other than the Trust, to assign the policy (as distinct from conversion of the policy from a different form) other than to a successor Trustee, or to loan to any person the proceeds of any borrowing against such policy. Notwithstanding the preceding sentence, the Trustee may loan to the Company the proceeds of any borrowing against an insurance policy held as an asset of the Trust;

(h) to furnish the Company with such information for tax or other purposes which the Company may reasonably request and which the Trustee may not unreasonably withhold;

(i) to employ accountants, advisors, agents, legal counsel (who, except following a Change of Control, may be legal counsel to the Company and who are not in the Company's reasonable judgment deemed to have a conflict of interest), consultants, custodians, depositories, experts and other providers of services, to consult with them with respect to the implementation and construction of this Trust, the duties of the Trustee hereunder, the transactions contemplated by this Trust, or any act which the Trustee proposes to take or omit, and to rely upon the advice of and

services performed by such persons; to delegate discretionary powers to such persons and to reasonably rely upon information and advice furnished by such persons; provided that each such delegation and the acceptance thereof by each such person shall be in writing; and provided further that the Trustee may not delegate its responsibilities as to the management or control of the assets of the Trust Fund;

(j) to determine whether the Company is Insolvent, and to hold assets of the Trust Fund for the benefit of General Creditors in the event of Insolvency, as provided in Article VII hereof;

(k) to make payments to Participants, including after a Change of Control, as provided in Article VI hereof;

(l) to perform all other acts which in the Trustee's judgment are appropriate for the proper protection, management, investment, and distribution of the Trust Fund, and to carry out the purposes of the Trust.

V. INVESTMENTS

5.1 Generally. With respect to assets for which the Trustee has investment responsibility, the Trustee shall invest and reinvest the principal and income of the Trust Fund and keep the Trust Fund invested, without distinction between principal and income, in accordance with the written investment guidelines established by the Company and provided to the Trustee by the Company. If no such written investment guidelines are received by the Trustee, the assets of the Trust Fund shall be invested in such investments as determined by the Trustee in accordance with the powers contained herein.

5.2 Investment Powers of Trustee. Except to the extent that authority with respect to the management of all or a portion of the Trust Fund has been allocated to others in accordance with this Trust, the Trustee shall have exclusive authority and discretion to manage and control the Trust Fund, subject only to broad investment guidelines the Company may establish from time to time. The authority to assume responsibility for investment of assets of the Trust Fund has been retained by the Company, and the authority to hold assets of the Trust Fund may be allocated to one or more custodians or insurance companies. Except as otherwise provided herein, the Trustee shall have, without exclusion, all powers conferred on trustees by applicable law and, without limiting the foregoing, shall have the following powers, rights, and duties in addition to those provided elsewhere in this Trust:

(a) to invest and reinvest in any property wherever situated, whether real, personal, mixed, foreign or domestic, including common and preferred stocks, bonds, notes, and debentures (including convertible stocks and securities, but not including any stock, securities, or debt instruments of the Company

[unless held in a collective or commingled fund and such Company securities comprise 5% or less of the assets of such fund]), leaseholds, mortgages (including, without limitation, any collective or part interest in any bond and mortgage or note and mortgage), certificates of deposit, life insurance contracts, guaranteed investment contracts, and guaranteed

annuity contract, all regardless of diversification and without being limited to investments authorized by law for the investment of trust funds;

(b) to invest and reinvest, without distinction between principal and income, in contracts for future delivery of United States Treasury Bills, other financial instruments, or indices based on any group of securities, and in options to buy or sell indices based on any group of securities or any kind of evidences of ownership or indebtedness, including financial instruments or futures contracts relating thereto;

(c) to invest and reinvest part or all of the Trust Fund in any deposit accounts, deposit administration fund maintained by a legal reserve life insurance company in accordance with an agreement between the Trustee and such insurance company, a group annuity contract or life insurance policies issued by such insurance company to the Trustee as contract holder, any interest bearing deposits held by any financial institution having total capital and surplus of at least Fifty Million Dollars ($50,000,000), investments in any stocks, bonds, debentures, mutual fund shares, notes, commercial paper, treasury bills, and any mutual, common, commingled or collective trust funds or pooled investment funds, and to diversify such investments so as to minimize the risk of losses;

(d) to commingle assets of the Trust Fund, for investment purposes only, with assets of any common, collective, or commingled trust fund which has been or may hereafter be established and maintained by the Trustee, or by any other financial institution; provided that to the extent that any part or all of the assets of the Trust Fund for which the Trustee has investment responsibility are invested in any such common, collective or commingled trust fund or pooled investment fund which is maintained by a bank or trust company (including a bank or trust company acting as Trustee), the provisions of the documents under which such common, collective or commingled trust fund or pooled investment fund are maintained shall govern any investment therein and provided further that prior to investing any portion of the Trust Fund for the first time in any such common, collective, or commingled trust fund, the Trustee shall advise the Company of its intent to make such an investment, and furnish to the Company

any information it may reasonably request with respect to such common, collective, or commingled trust fund (other than a trust fund established by the Company), and provided further that the Trustee shall maintain separate records with respect to each other trust of the Trust Fund;

(e) to vote stock and other voting securities personally or by proxy (and to delegate the Trustee's powers and discretion with respect to such stock or other voting securities to such proxy), to exercise subscription, conversion and other rights and options (and make payments from the Trust Fund in connection therewith), to take any action and to abstain from taking any action with respect to any reorganization, consolidation, merger, dissolution, recapitalization, refinancing and any other plan or change affecting any property constituting a part of the Trust Fund (and in connection therewith to delegate the Trustee's discretionary powers and pay assessments, subscriptions and other charges from the Trust Fund), to hold or register any property from time to time in the Trustee's name or in the name of a nominee or to hold it unregistered or in such form that title shall pass by delivery; and to borrow from anyone, including itself (to the extent permitted by law), such amounts from time to time as the Trustee considers desirable to carry out this Trust (and to mortgage or pledge all or part of the Trust Fund as security); to participate in any plan or reorganization,

consolidation, merger, combination, liquidation, or other similar plan relating to any such property, and to consent to or oppose any such plan or any action thereunder, or any contract, lease, mortgage, purchase, sale, or other action by any corporation or other entity any of the securities of which may at any time be held in the Trust Fund, and to do any act with reference thereto;

(f) to retain in cash such amounts as the Trustee considers advisable and as are permitted by applicable law, and to deposit any cash so retained in any depository (including any bank acting as Trustee) which the Trustee may select, provided such depository must have total capital and surplus of at least Fifty Million Dollars ($50,000,000);

(g) when directed by the Company, and subject to Section 4.4(g), to apply for, pay premiums on, and maintain in force individual, ordinary or universal life insurance policies on the lives of Participants, which policies may contain provisions which the Company may approve or direct; to receive or acquire such policy or policies from the Company, but the Trustee may purchase a life insurance policy from a person other than the insurer which issues a policy only if the Trustee pays, transfers, or otherwise exchanges an amount no more

than the cash surrender value of the policy or policies, and the policy or policies is (are) not subject to a mortgage or similar lien which the Trustee would be required to assume; to have with respect to such policy or policies any rights, powers, options, privileges, and benefits usually comprised in the term "incidents of ownership", and normally vested in an owner of such policy or policies to be exercised only pursuant to Company direction;

(h) to retain any property at any time received by it;

(i) to sell, to exchange, to convey, to transfer, or to dispose of, and to grant options for the purchase or exchange with respect to it, any property at any time held by it, by public or private sale, for cash or on credit, or partly for cash and partly for credit;

(j) to deposit any such property with any protective, reorganization, or similar committee; to delegate discretionary power to any such committee; and to pay part of the expenses and compensation of any such committee and any assessments levied with respect to any property so deposited;

(k) to exercise any conversion privilege or subscription right available in connection with any such property, and to do any act with reference thereto, including the exercise of options, the making of agreements or subscription, and the payment of expenses, assessment or subscription, which may be deemed necessary or advisable in connection therewith, and to hold and retain any securities or other property which it may so acquire;

(l) to extend the time of payment of any obligation held in the Trust Fund;

(m) to enter into standby agreements for future investment, either with or without a standby fee;

(n) to acquire, renew, or extend, or participate in the renewal or extension of any mortgage, and to agree to a reduction in the rate of interest on any indebtedness or mortgage or to any other modification or

change in the terms of any indebtedness or mortgage, or of any guarantee pertaining thereto, in any manner and to any extent that may be deemed advisable for the protection of the Trust Fund or the preservation of any covenant or condition of any indebtedness or mortgage or in the performance of any guarantee, or to enforce any default in

such manner and to such extent as may be deemed advisable; and to exercise and enforce any and all rights of foreclosure, to bid on any property in foreclosure, to take a deed in lieu of foreclosure with or without paying a consideration therefor, and in connection therewith to release the obligation on the bond secured by such mortgage; and to exercise and enforce in any action, suit or proceeding at law or in equity any rights or remedies in respect of any such indebtedness or mortgage or guarantee;

(o) to make, execute, and deliver, as Trustee, any and all deeds, leases, notes, bonds, guarantees, mortgage, conveyance, contracts, waivers, releases, or other instruments in writing necessary or proper for the accomplishment of any of the foregoing powers;

(p) to organize under the laws of any state one or more corporations, partnerships, or trusts for the purpose of acquiring and holding title to any property that it is authorized to acquire under this Trust, and to exercise with respect thereto any or all of the powers set forth in this Trust;

(q) notwithstanding any powers granted to the Trustee pursuant to this Trust Agreement or to applicable law, the Trustee shall not have any power that could give this Trust the objective of carrying on a business and dividing the gains therefrom, within the meaning of Section 301.7701-2 of the Procedure and Administrative Regulations promulgated under the IRC; and

(r) generally to do all acts, whether or not expressly authorized, that the Trustee deems necessary or desirable for the protection of the Trust Fund, and to carry out the purposes of the Trust.

5.3 Investment Managers. The Company may appoint one or more Investment Managers to direct the investment of any part or all of the assets of the Trust Fund by the Trustee. Appointment of an Investment Manager shall be made by written notice to the Investment Manager(s) and to the Trustee, which notice shall specify those powers, rights, and duties of the Trustee under this Trust that are allocated to the Investment Manager(s) and the portion of the assets of the Trust Fund subject to the Investment Manager(s). After it receives written notice of such appointment, the Trustee shall have no obligation or responsibility for those investment duties which are allocated to an Investment Manager. An Investment Manager so appointed pursuant to this paragraph shall be either a registered investment adviser under the Investment Advisers Act of 1940, a bank, as defined in said Act, or an insurance company qualified to

manage, acquire and dispose of the assets of the Plans under the laws of more than one state of the United States. Any such Investment Manager shall acknowledge to the Company in writing that is accepts such appointment. The Trustee shall not be liable for any loss or diminution of any assets managed by an Investment Manager, including without limitation, any loss or diminution

caused by any action or inaction taken or omitted by it at the direction of an Investment Manager. In addition, the Trustee shall not be liable for the diversification of any assets managed by Investment Managers of the Company, each of which shall be solely the responsibility of the Company. An Investment Manager may resign at any time upon written notice to the Trustee and the Company. The Company may remove an Investment Manager at any time by written notice to the Investment Manager and the Trustee.

The Company may by written notice to the Trustee assume investment responsibility for any portion or all of the Trust assets. The Trustee shall have no responsibility for any investments or review of such investments and shall act with respect to such assets only as directed by the Company.

5.4 Reserved.

5.5 Single Fund. All assets of the Trust Fund and of each investment fund, and the income thereon, shall be held and invested as a single fund, and the Trustee shall not make any separate investment of the Trust Fund, or make any separate investment fund, for the account of any Participant or other General Creditors prior to receipt of directions to make payments to such Participant or other General Creditors in accordance with Article VI or Article VII. All rights associated with assets of the Trust shall be exercised by Trustee or the person designated by Trustee, and shall in no event be exercisable by or rest with Participants.

VI. PAYMENTS FROM THE TRUST

6.1 Obligation of Trustee to Make Payments to Participants. The Trustee's obligation to distribute to any Participant out of the assets of the Trust Fund shall be limited to payment at such times and in such amounts as are properly in conformance with the provisions of Section 6.3. Payments to Participants pursuant to this Article VI shall be made by the Trustee to the extent that funds in the Trust Fund are sufficient for such purpose, and shall at all times be subject to the provisions of Article VII. In the event the Company determines that it will pay benefits directly to Participants as they become due under the terms of the Plan, the Company shall notify Trustee of its decision prior to the time amounts are payable to Participants.

6.2 Obligation of the Company to Make Payments to Participants. Notwithstanding anything in the Trust to the contrary, the Company shall remain primarily liable to pay benefits under the Plan. Distributions to Participants from the Trust Fund shall discharge, reduce, and offset the Company's obligation to pay benefits to or on behalf of the Participant, to the extent of the distributions, with respect to the Plan. If the Company's obligation to pay a benefit under the Plan is not fully discharged, reduced, and offset by a distribution from the Trust, then the Company shall make the balance of each such benefit payment as it becomes due.

6.3 Distributions to Participants. Distributions which shall be made from the Trust Fund to pay benefits in accordance with the Plan shall be initiated by:

(a) written direction to the Trustee from the Plan Administrator, which direction shall certify that such distribution(s) is(are) in accordance with the Plan, and specify the timing, form, payee, and amount of such benefit payments, including any federal, state, or local income taxes to be withheld, and the Trustee shall make or commence the directed distributions after receipt of such written direction; or

(b) by the submission to the Trustee by a Participant of a certified copy of the non-appealable order of an appropriate forum with jurisdiction to settle a claim for payment(s) under the Plan.

6.4 Reserved.

6.5 Insufficient Trust Fund Assets. If at any time the Trustee determines or is advised that the Trust Fund does not have sufficient assets to permit the Trustee to make a payment property directed pursuant to this Trust, including a payment provided for under Section 10.7 of this Trust, the Trustee shall pay any benefits due (if otherwise payable hereunder) to Participants on a pro rata basis as directed by the Plan Administrator, and the Company shall make the balance of such payments as they become due. If the Plan Administrator determines that the Trust Fund does not have sufficient funds to provide for the payment of all amounts otherwise payable to Participants (or their Beneficiary(ies)) from the Trust under the Plans, it shall notify the Company and the Trustee of the amount of the deficiency, and, within forty-five (45) days of such notice, the Company deposit in trust with the Trustee the additional amounts needed to make such payments. Upon receipt of such amount by the Trustee from the Company, proceeds shall first be used by the Trustee to pay any benefits

previously due remaining unpaid, in the order in which they were due, pursuant to Plan Administrator instructions.

6.6 Payment of Excess Assets to Company. Subject to Article VII, and except as otherwise provided in this Section and Section 6.8 hereof, the Company shall have no right or power to direct the Trustee to return to the Company or to divert to others any of the Trust Fund before payment of all benefits due or to become due have been made to Participants (or their Beneficiary(ies)) pursuant to the terms of the Plan. If, as of a Valuation Date, and based on the fair market value of the Trust Fund as determined by the Trustee in accordance with Section 4.3 hereof, the Trust Fund holds Excess Assets, then in the event the Trustee has received within ninety (90) days after the most recent Valuation Date a written request executed by the Company, the Trustee shall transfer to the Company, within thirty (30) days after the receipt of the request, and provided that a Potential Change of Control Period does not exist on the date of the transfer, such assets of the Trust Fund selected by the Company which have a fair market value equal to the amount of such Excess Assets, after converting such assets to cash if requested by the Company. Any payment of Excess Assets to the Company under this Section shall not discharge or release the Company of its obligation to make any contribution required under Article III (including the requirement of a Company contribution to the Trust upon the occurrence of a Potential Change of Control or a Change of Control), and its obligation to pay benefits to Participants under the Plan. Any payment of Excess Assets in accordance with this Section shall be subject to the provisions of Article VII.

6.7 Company to Pay Withholding and Employment Taxes. Any amount paid to a Participant by the Trustee in accordance with this Article VI shall be reduced by the amount of taxes required to be withheld pursuant to Plan Administrator instructions, and the Trustee shall inform the Company of all amounts so withheld. The Company shall direct that the Trustee shall either

(a) pay to the Company a sum equal to the amount of such taxes as are required to be withheld, whereupon the Company shall have full responsibility for the payment of all withholding taxes to the appropriate taxing authorities, or

(b) pay such taxes directly to the appropriate taxing authorities for the benefit of the Company.

The Company shall be solely responsible for the payment of any employment taxes

for which it is directly liable as a result of payments by the Trustee. The Company shall

furnish each Participant with the appropriate tax information form evidencing payments under the Trust and the amount(s) thereof.

6.8 Payment in Reversion to Company. Subject to Article VII, upon receipt of written certification from the Company that all obligations of the Company to Participants with respect to the Plan have been satisfied, and if the Trust Fund shall have any assets remaining, the Trustee shall distribute such remaining assets of the Trust Fund to the Company, after converting such assets to cash if requested by the Company, subject to the Trustee's right to retain such reasonable amount for compensation and expenses as provided in Section 10.7. The Trust shall thereafter terminate as provided in Section 9.2.

6.9 Reserved.

VII. PAYMENTS ON INSOLVENCY OF THE COMPANY

7.1 No Security Interest. No Participant shall have any claim on or beneficial ownership interest in the Trust Fund before such assets are paid to the Participant, except as an unsecured creditor of the Company. The Company shall not create a security interest in the Trust Fund in favor of any Participant or any other General Creditor. At all times during the continuance of this Trust, as provided in this Article VII hereof, the principal and income of the Trust Fund shall be subject to the claims of General Creditors under federal and state law. If at any time the Trustee has received notice as provided below that Company is Insolvent, Trustee shall discontinue payments to Participants, and shall hold assets of the Trust Fund for the benefit of the Company's General Creditors, pursuant to the provisions of Section 7.3, with no preference whatsoever given claims of employees over claims of other unsecured creditors of the Company.

7.2 Determination of Insolvency. Notwithstanding any other provisions of this Trust, the following provisions shall apply:

(a) The Board of Directors and the Chief Executive Officer of the Company shall have the fiduciary duty and responsibility on behalf of General Creditors to notify the Trustee promptly in writing in the event the Company is Insolvent, and the Trustee shall have the right to rely thereon to the exclusion of all directions or claims for payment made thereafter by Participants.

(b) If the Trustee has actual knowledge that the Company is Insolvent, the Trustee shall act in accordance with Section 7.3 hereof.

(c) Unless the Trustee receives written notice from the Board of Directors or the Chief Executive Officer of the Company that the Company is Insolvent, or from a person claiming to be a General Creditor and claiming that the Company is Insolvent, the Trustee shall have no duty to inquire whether the Company is Insolvent. If the Trustee receives a written allegation from a person claiming to be a General Creditor that the Company is Insolvent, the Trustee's only duty of inquiry shall be to request that the Company's independent public accountants determine whether the Company is Insolvent, and shall suspend benefit payments pending such determination. If the Company's independent public accountants advise the Trustee that the Company is not Insolvent, it shall resume payments in accordance with this Trust. If the Trustee receives notice of the Company's Insolvency pursuant to this Section 7.2(c), it shall act in accordance with this Section and Section 7.3 hereof.

7.3 Payments When Company Is Insolvent. Notwithstanding any other provision of this Trust to the contrary, if the Trustee has actual knowledge as described in 7.2(b), has been advised pursuant to 7.2(c) or receives actual notice described in Section 7.2(a) that the Company is Insolvent

(a) by reason of Section 1.11(b), the Trustee shall suspend payments to Participants and shall notify Participants of the suspension, and shall hold the Trust Fund for the benefit of the General Creditors, and shall pay and deliver the entire amount of the Trust Fund only as a court competent jurisdiction, or duly appointed receiver or other person authorized to act by such court, may order or direct to make the Trust Fund available to satisfy the claims of the General Creditors (payments to Participants in accordance with the terms of the Plan may be resumed only pursuant to Section 7.4 hereof); or

(b) by reason of Section 1.11(a), the Trustee shall suspend payments to Participants and shall notify Participants of the suspension, and shall (i) hold the Trust Fund for the benefit of General Creditors or (ii) pay over all or a portion of the Trust Fund to General Creditors if directed by the Company or an appropriate judicial forum.

Nothing in this Trust Agreement shall in any way diminish any rights of Participants to pursue their rights as unsecured creditors of Company with respect to benefits under the Plan, or otherwise.

7.4 Resumption of Duties after Insolvency. In the absence of notice of a Court order to the contrary, the Trustee shall resume all of its duties and responsibilities under the Trust, including payments to Participants if otherwise provided for herein, within thirty (30) days of the Trustee's receipt of a determination from the Company's independent public accounting firm that the Company is no longer Insolvent.

(a) Trust Recovery of Payments to Creditors. In the event that amounts are paid from the Trust Fund to General Creditors of the Company, then as soon as practicable after the Company is no longer Insolvent, the Company shall deposit into the Trust Fund a sum to equal to the Funding Amount, determined as of the date the Company is no longer Insolvent, which date shall be a Valuation Date. The Company (or, after a Change of Control, the Company's independent public accountants) shall provide the Trustee with written certification of such Funding Amount. If the Funding Amount is not paid by the Company within ninety (90) days of the Trustee's receipt of such notice, the Trustee shall demand payment and

the provisions of Section 3.5 shall apply.

(b) Determination of Payment Amount; Resumption of Payments. Provided that there are sufficient assets of the Trust Fund, if Trustee discontinues the payment of benefits from the Trust pursuant to Section 7.3 and subsequently resumes such payments, the first payment following such discontinuance shall include the aggregate amount of all payments due to Participants under the terms of the Plan for the period of such discontinuance, as determined by the Plan Administrator, less the aggregate amount of any payments made to Participants by the Company in lieu of the payments provided for hereunder during any such period of discontinuance. If the Trustee suspends a payment to a Participant under this Section, and subsequently makes such payment, the payment shall include interest at the rate of interest per annum equal to the prime rate as published by NBD Bank for each day from the date of suspension to the date of payment, as calculated by the Plan Administrator.

7.5 Reserved.

VIII. RESIGNATION OR REMOVAL OF TRUSTEE

8.1 Resignation or Removal of Trustee. The Trustee may resign for any reason or for no reason and at any time by giving thirty (30) days prior written notice to the Company (or such shorter notice as may be agreed to by the Company and the Trustee). Subject to Section 8.2(b) hereof, the Company may remove the Trustee, for any reason and with or without cause, by giving thirty (30) days prior written notice to the Trustee (or such shorter notice as may be agreed to by the Company and the Trustee).

8.2 Successor Trustee. In the event of the resignation or removal of a Trustee, a successor Trustee shall be appointed. Any successor Trustee appointed pursuant to this Section must be a corporation which is not an affiliate of the Company and which is authorized under the laws of the United States or of any state to administer trusts and has at the time of its appointment total capital and surplus of at least Fifty Million Dollars ($50,000,000). The Company shall give notice of any such appointment to the retiring Trustee and the successor Trustee. A successor Trustee shall be appointed in accordance with the following provisions:

(a) At any time prior to a Change of Control, a successor Trustee shall be appointed by the Company. If a Trustee should resign or be removed, and the Company does not notify the Trustee of the appointment of a successor Trustee within forty-five (45) days of its notice of its resignation or removal, then the Company shall be deemed to have failed to have appointed a successor Trustee, and the Trustee shall apply to a court of competent jurisdiction for appointment of a successor Trustee.

(b) After the occurrence of a Change of Control, the Trustee who is the Trustee on the date of the Change of Control may be removed by the Company for three (3) years from the date of the Change of Control. If a Trustee resigns or is removed at any time after the date of a Change of Control, the Trustee shall apply to a court of competent jurisdiction for appointment of a successor Trustee.

Notwithstanding Section 8.1, no resignation by or removal of the Trustee shall be effective prior to the effective date of the appointment of a successor Trustee by the Company or a court of competent jurisdiction.

8.3 Duties of Retiring and Successor Trustees. In the event of the resignation or removal of a Trustee, the retiring Trustee shall within thirty (30) days after the effective date of resignation or removal furnish to the successor Trustee and the Company a final accounting of its administration of the Trust. A successor Trustee shall succeed to the right and title of the predecessor Trustee in the assets of the Trust Fund and the retiring Trustee shall deliver the property comprising the assets of the Trust Fund (less any unpaid fees and expenses of the retiring trustee) to the successor Trustee, together with any instruments of transfer, conveyance, assignment, and further assurance as the successor Trustee may reasonably require. All of the provisions of the Trust set forth herein with respect to the Trustee shall relate to each successor Trustee with the same force and effect as if such successor Trustee had been originally named as the Trustee hereunder. To the extent permitted by law, neither the Trustee nor the successor Trustee shall be liable for any act or failure to act, and shall not be required to examine the accounts, records, or acts of the other.

8.4 Reserved.

IX. AMENDMENT AND TERMINATION OF TRUST

9.1 Amendment. Except as otherwise provided in Section 2.3 of this Trust, the Trust may be amended (but may not be not revoked unless all of the Company's obligations with respect to the Plan have been satisfied) in writing from time to time by delivery to the Trustee of such amendment executed by the Company, which amendment shall include the effective date of such amendment. Any amendment of the Trust may be made:

(a) prior to a Change of Control, without limitation and in any manner and effective as of any date, including a retroactive effective date, if accompanied by the written certification that no Change of Control has occurred;

(b) after a Change of Control, only if a period of three (3) years has elapsed since the Change of Control, and either:

(1) such amendment is accompanied by the specific written consent to the amendment by Participants whose actuarial interests under the Plan, computed by the Company's independent public accountants as of the effective date of such amendment, represent at least 51% of the total of all actuarial interests under the Plan; or

(2) such amendment is accompanied by the opinion of legal

counsel satisfactory to the Trustee that the amendment is necessary for the purpose of conforming the Trust to any present or future federal or state law (including revenue laws) relating to trusts of this or similar nature, as such laws may be amended from time to time, and a certification that a copy of such notice and opinion of counsel has been delivered to each Participant.

No amendment shall conflict with the terms of the Plan subject to amendment, and no amendment may reduce the "Funding Amount" or the contribution requirements of Article III to less than 50% of the actual benefit obligation on the books of the Company; provided such amendment shall be effective prior to a Potential Change of Control or a Change of Control. No amendment shall operate to change the duties and liabilities of the Trustee without its consent, or make the Trust revocable after it has become irrevocable in accordance with Section 2.3 hereof unless the Company has satisfied all obligations it may have with respect to the Plan as of the date of such amendment. The Company and the Trustee shall execute such amendments of the Trust as shall be necessary to give effect to any amendment made in accordance with this Section.

9.2 Termination. After all assets of the Trust Fund have been distributed by the Trustee to the Participants or their Beneficiaries in accordance with Article VI, the Trustee shall render an accounting, which shall be the final accounting, in the manner provided for in Section 4.3. Upon acceptance of the accounting by the Company, any assets remaining in the Trust Fund, after deduction of such reasonable amount for compensation and expenses as provided for in Section 10.7, shall be returned to the Company in the manner provided in Section 6.8, and the Trust shall terminate thereupon. The Trust and all the rights, titles, powers, duties, discretions and immunities imposed on or reserved to the Trustee and the Company, shall continue in effect until all assets of the Trust Fund have been distributed as provided herein.

9.3 Reserved.

X. GENERAL PROVISIONS

10.1 Coordination with Plan. The responsibilities of the Trustee shall be governed solely by the terms of this Trust Agreement.

10.2 Litigation. In any action or proceeding regarding the Trust, the Company, any assets of the Trust Fund, or the administration of the Trust, any creditors who are not parties to such action or proceedings and any other persons having or claiming to have a beneficial interest in the Trust shall not be necessary parties and shall not be entitled to any notice of process. Any final judgment which is not appealed or appealable and which may be entered in any such action or proceeding shall be binding and conclusive on the parties hereto and all persons having or claiming to have a beneficial interest in the Trust. Acceptance by a creditor of assets of the Trust Fund shall constitute a release of an equal amount of any obligations of the Company to such creditor.

10.3 Trustee's Action Conclusive. The Trustee's exercise or non-exercise of its powers and discretion in good faith shall be conclusive on all persons. No one other than the Company shall be obliged to see to the application of any money paid or property delivered to the Trustee. The certificate of the Trustee that it is acting according to this Trust will fully protect all persons dealing with the Trustee.

10.4 No Guarantee or Responsibility. Notwithstanding any other provision of this Trust to the contrary, the Trustee does not guarantee payment of any amount which may become due and payable to a Participant. The Trustee shall have no responsibility for the disclosure to Participants regarding the terms

of the Plan or of this Trust, or for the validity thereof. The Trustee shall not be responsible for administrative functions under the Plan and shall have only such responsibilities under this Trust Agreement as specifically set forth herein. The Trustee will be under no liability or obligation to anyone with respect to any failure on the part of the Company, the Plan Administrator, the Company's independent public accounting firm, an Investment Manager, or a Participant to perform any of their respective obligations under the Plan or this Trust. The Trustee shall be fully protected in relying upon any notice or direction provided to it from any party in connection with the Trustee's duties hereunder which the Trustee in good faith believes to be genuine, and executed and delivered in accordance with this Trust. Nothing in this Trust shall be construed as requiring the Trustee to make any payment in excess of the amounts held in the Trust Fund at the time of such payment or otherwise to risk or expend its own funds.

10.5 Liabilities Mutually Exclusive. Each of the Trustee and the Company shall be responsible only for its own acts or omissions.

10.6 Indemnification. The Company agrees to indemnify to the extent permitted by law the Trustee and hold it harmless against Trustee's costs, expenses and

liabilities (including, without limitation, attorneys' fees and expenses) arising out of or in connection with the performance of the Trustee's duties arising hereunder (but excluding costs arising as a result of the Trustee's bad faith or gross negligence in the performance of its responsibilities hereunder), and to be primarily liable for such payments. If the Company does not pay such costs, expenses and liabilities in a reasonably timely manner, Trustee may obtain payment from the Trust. This Section shall survive the termination of the Trust.

10.7 Expenses and Compensation. The Trustee shall be paid compensation by the Company in an amount agreed to by the Company and the Trustee. The Trustee shall be reimbursed by the Company for reasonable expenses incurred by it in the management and administration of this Trust Agreement, including the reasonable compensation of the Trustee's counsel and other agents; and if the Trustee is not timely reimbursed with respect to amounts due pursuant to this Section 10.7 (or in the case of expenses to be incurred pursuant to Section 3.5 hereof), the Trustee may charge such amounts against the Trust Fund. Any compensation or expenses so agreed upon or otherwise payable not paid by the Company on a timely basis may be charged to the Trust Fund no more frequently than quarter-annually upon notice to the Company.

10.8 Reserved.

10.9 Notice. Any notice to the Trustee or to the Company required or permitted under this Trust shall be duly and properly given and delivered if sent by certified United States mail, return receipt requested, to the Trustee at:

The Northern Trust Company
Attn: Trust Department
Fifty South LaSalle Street
Chicago, Illinois 60675

and to the Company at:

The Detroit Edison Company
Attn: Vice President and Treasurer
2000 Second Street
Detroit, Michigan 48226

or to such other address as the Trustee or the Company may specify by written notice to the other.

10.10 Antiassignment Clause. Benefits payable to Participants and their Beneficiaries under this Trust Agreement may not be anticipated, assigned (either at law or in equity), alienated, pledged, encumbered or subjected to attachment, garnishment, levy, execution or other legal or equitable process.

10.11 True and Correct Document. Any persons dealing with the Trustee may rely upon a copy of this Trust and any amendments thereto certified to be true and correct by the Trustee.

10.12 Waiver of Notice. Any notice required under this Trust may be waived by the person entitled to such notice.

10.13 Counterparts. This Trust may be executed in two or more counterparts, any one of which will be an original without reference to the others.

10.14 Gender and Number. Words denoting the masculine gender shall include the feminine and neuter genders and the singular shall include the plural and the plural shall include the singular wherever required by the context.

10.15 Successors. This Trust shall be binding on all persons entitled to payments hereunder and their respective heirs and legal representatives, and on the Company, the Trustee, and their respective successors.

10.16 Severability. If any provision of this Trust is held to be illegal or invalid, such illegality or invalidity shall not affect the remaining provisions of this Trust, which shall be construed and enforced as if such illegal or invalid provisions had never been inserted herein.

10.17 Applicable Law. The Trust shall be governed by and construed in accordance with the laws of the State of Michigan with respect to the Company's obligations and in accordance with the laws of the State of Illinois with respect to the Trustee's obligations and Trust Administration.

IN WITNESS WHEREOF, the Company and the Trustee have caused this trust agreement to be signed by their duly authorized representatives, and have caused their respective seals to be hereunto affixed, as of the Effective Date.

THE DETROIT EDISON COMPANY

By L.L. Loomans

Its

THE NORTHERN TRUST COMPANY
as Trustee

By

Its

EXHIBIT A

THE DETROIT EDISON COMPANY
IRREVOCABLE GRANTOR TRUST
FOR THE DETROIT EDISON COMPANY
BENEFIT EQUALIZATION PLAN

The Company has established an Irrevocable Grantor Trust to pay benefits under the Benefit Equalization Plan. A copy of such Plan, including any amendment(s), is attached hereto.

EXHIBIT B

THE DETROIT EDISON COMPANY
IRREVOCABLE GRANTOR TRUST
FOR THE DETROIT EDISON COMPANY
BENEFIT EQUALIZATION PLAN

PARTICIPANTS (as defined in the Trust)

as of December 31, 1995

Name	[Date of Birth]

EXHIBIT 99-5

THE DETROIT EDISON COMPANY

IRREVOCABLE GRANTOR TRUST

FOR THE DETROIT EDISON COMPANY

PLAN FOR DEFERRING THE PAYMENT OF

DIRECTORS' FEES

AS RESTATED AS OF JANUARY 1, 1996

THE DETROIT EDISON COMPANY

IRREVOCABLE GRANTOR TRUST

FOR THE DETROIT EDISON COMPANY

PLAN FOR DEFERRING THE PAYMENT OF

DIRECTORS' FEES

TABLE OF CONTENTS

THE DETROIT EDISON COMPANY

IRREVOCABLE GRANTOR TRUST

FOR THE DETROIT EDISON COMPANY

PLAN FOR DEFERRING THE PAYMENT OF

DIRECTORS' FEES

THIS TRUST AGREEMENT is made this 7th day of August, 1995, as restated in its entirety effective January 1, 1996, by and between The Detroit Edison Company, a Michigan corporation, and The Northern Trust Company, an Illinois corporation, of Chicago, Illinois ("Trustee"), and any successor provided for in the Trust hereby evidenced, as Trustee.

WITNESSETH THAT:

WHEREAS, the Company has established and maintains The Detroit Edison Company Plan for Deferring the Payment of Directors' Fees ("Plan"), an unfunded benefit plan, a copy of which is attached hereto as Exhibit A, for the benefit of certain non-employee Directors of the Company listed on Exhibit B hereto, which Exhibits may be amended from time to time by the Company prior to a potential Change of Control and/or Change of Control, and without the Trustee's consent; and

WHEREAS, the Company has incurred and expects to continue to incur liabilities pursuant to the terms of the Plan, and wishes to establish an irrevocable trust by placing assets in trust, subject to the claims of the Company's creditors in the event the Company becomes Insolvent, to pay benefits under the Plan or to be applied as otherwise provided for herein; and

WHEREAS, it is the intention of the Company that amounts transferred to the Trust and the earnings thereon shall be used by the Trustee, subject to the claims of the Company's creditors in the event the Company becomes Insolvent, to satisfy the liabilities of the Company in accordance with the provisions hereof; and, upon satisfaction of all liabilities of the Company with respect to all Participants (and their

Beneficiaries, if applicable), the assets, if any, remaining in the Trust shall revert to the Company; and

WHEREAS, the Company intends that the existence of the Trust shall not alter the characteristics of the Plan as an unfunded plan maintained primarily for the purpose of providing deferred compensation for certain non-employee members of the Board of Directors of the Company, and shall not be construed to provide income for federal income tax purposes to a Participant (or his or her Beneficiary) prior to the actual payment of benefits under the Plans; and

WHEREAS, the Trustee has agreed to serve as trustee of such trust;

NOW, THEREFORE, in consideration of the mutual undertakings of the Company and the Trustee, the parties do hereby establish the Trust, and agree that the Trust shall be comprised, held, and disposed of as follows:

I. DEFINITIONS Unless the context requires otherwise, definitions as used herein shall have the same meaning as in the Plan when applied to said Plan.

1.1 "Beneficiary" means the beneficiary designated as provided in the Plan as set forth in Exhibit A.

1.2 "Board of Directors" means the Company's Board of Directors, as constituted from time to time.

1.3 "Change of Control" means the occurrence of any of the following events:

(a) a change of control of a nature that would be required to be reported in response to Item 6(e) of Schedule 14A of Regulation 14A under the Securities Act of 1934, as amended (the "Exchange Act"), or any successor provisions, whether or not the Company is then subject to such reporting requirement; or

(b) any "person" (as such term is used in Sections 13(d) and 14(d) of the Exchange Act), other than the Company or an employee benefit plan maintained by the Company, is or becomes the "beneficial owner" (as defined in Rule 13d-3 under the Exchange Act), directly or indirectly, of securities of the Company representing 30% or more of the combined voting power of the Company's then outstanding securities ordinarily (and apart from rights accruing under special circumstances) having the right to vote at elections of the Board of Directors (the

"Base Capital Stock"); provided, however, that any change in the relative beneficial ownership of securities of any person resulting solely from a reduction in the aggregate number of outstanding shares of Base Capital Stock, and any decrease thereafter in such person's ownership of securities, shall be disregarded until such person increases in any manner, directly or indirectly, such person's beneficial ownership of any securities of the Company; or

(c) a change in the composition of the Company's Board of Directors, as a result of which fewer than two-thirds of the incumbent directors are directors who either

(1) had been directors of the Company 24 months prior to such change, or

(2) were elected, or nominated for election, to the Company's Board of Directors with the affirmative votes of at least a majority of the directors who had been directors of the Company 24 months prior to such change and who were still in office at the time of the election or nomination; or

(d) there shall be consummated

(1) any consolidation or merger of the Company in which the Company is not the continuing or surviving corporation or pursuant to which shares of the Company's common stock would be converted into cash, securities, or other property, other than a merger of the Company in which the holders of the Company's common stock immediately prior to the merger have the same proportionate ownership of common stock of the surviving corporation immediately after the merger, or

(2) any sale, lease, exchange, or other transfer (in one transaction or a series of related transactions) of all, or substantially all, of the assets of the Company, or

(3) the stockholders of the Company approve a plan or proposal for the liquidation or dissolution of the Company.

Notwithstanding the foregoing provisions of this Section 1.3 a "Change of Control" shall not be deemed to have occurred by reason of the corporate reorganization (the "Reorganization") of the Company implemented pursuant to the resolution adopted by the Board of Directors of the Company on December 5, 1994 (as such resolution may be amended or supplemented from time to time), whereby it is proposed that a corporation will become the parent holding company of the Company.

The Company shall promptly notify the Trustee of a Change of Control and the Trustee may conclusively rely upon such notice and shall have no duty to independently determine whether a Change of Control has occurred.

1.4 "Company" means The Detroit Edison Company, a Michigan corporation, its successors and assigns.

1.5 "Effective Date" means August 7, 1995.

1.6 Reserved.

1.7 "Excess Assets" means assets of the Trust in excess of one hundred and twenty-five per cent (125%) of the Funding Amount.

1.8 "Funding Amount" means the actual benefit obligation on the books of the Company as of the most recent Valuation Date, certified by the Company to the Trustee, which shall be the amount necessary to ensure that the assets of the Trust Fund would, as of the most recent Valuation Date, have been sufficient to satisfy the Company's obligations due to each respective Participant under the Plan. Upon any Potential Change of Control and during any Potential Change of Control Period, however, the "Funding Amount" means one hundred and twenty per cent (120%) of the actual benefit obligation on the books of the Company as of the most recent Valuation Date, as certified by the Company to the Trustee, which shall be the amount necessary to ensure that the assets of the Trust Fund would, as of the most recent Valuation Date, have been sufficient to satisfy the Company's obligations due to each respective Participant under the Plan. The Company's obligations to each respective Participant under the Plan shall be limited to benefits attributable to service rendered by the Participant to the Company.

1.9 "General Creditors" means the unsecured general creditors of the Company, including the Participants.

1.10 Reserved.

1.11 "Insolvent" and "Insolvency" mean that the Company

(a) is unable to pay its debts as they become due; or

(b) is subject to a pending proceeding as a debtor under the Bankruptcy Code.

1.12 "Investment Manager" means the investment manager(s) appointed by the Company in the manner provided in Section 5.3 to direct the investment of any part or all of the assets of the Trust Fund in accordance with Article V.

1.13 "IRC" means the Internal Revenue Code of 1986, as amended.

1.14 "Participant" meansan individual listed on Exhibit B attached hereto who

(a) is a Participant in the Plan because of services rendered to the Company; or

(b) would be a Participant in the Plan because of services rendered to the Company but is not due to age, years of service or active employment.

The Company agrees to list all Participants on Exhibit B attached hereto. Except after a Change of Control as provided in Section 3.4, the Company may add or delete Participants by delivering a new Exhibit B to the Trustee.

1.15 Reserved.

1.16 "Plan Administrator" means the party designated under the Plan as responsible for the management, operation, and administration of the Plan.

1.17 "Potential Change of Control" means the date of the earliest occurrence of any of the following events:

(a) the Company enters into an agreement, the consummation of which would result in the occurrence of a Change of Control of the Company; or

(b) any "person" (as such term is used in Sections 13(d) and 14(d) of the Exchange Act), other than the Company or an employee benefit plan

maintained by the Company, is or becomes the "beneficial owner" (as defined in Rule 13d-3 under the Exchange Act), directly or indirectly, of securities of the Company representing 9.5% or more of the combined voting power of the Company's then outstanding securities ordinarily (and apart from rights accruing under special circumstances) having the right to vote at elections of the Board of Directors (the "Base Capital Stock"); provided, however, that any change in the relative beneficial ownership of securities of any person resulting solely from a reduction in the aggregate number of outstanding shares of Base Capital Stock, and any decrease thereafter in such person's ownership of securities, shall be disregarded until such person increases in any manner, directly or indirectly, such person's beneficial ownership of any securities of the Company; or

(c) the public announcement by any individual or entity, other than the Company, that such individual or entity intends to take or to consider taking actions which, if consummated, would constitute a Change of Control of the Company; or

(d) the public announcement of any merger, acquisition, consolidation, or reorganization of the Company in which the Company is not the continuing or surviving corporation, or pursuant to which shares of the Company's common stock would be converted into cash, securities,

or other property, other than a transaction in which the holders of the Company's common stock immediately prior to the merger, acquisition, consolidation, or reorganization have the same proportionate ownership of common stock of the surviving corporation immediately after the merger, acquisition, consolidation, or reorganization, including, but not limited to, the creation of a parent entity to oversee the Company; or

(e) the public announcement of the sale or other transfer of substantially all of the assets of the Company to any third party; or

Notwithstanding the foregoing provisions of this Section 1.17, a "Potential Change of Control" shall not be deemed to have occurred by reason of the Reorganization (as defined in Section 1.3).

1.18 "Potential Change of Control Period" means the one (1) year period immediately following the date of a Potential Change of Control. If a subsequent Potential Change of Control occurs during any Potential Change of Control Period, the

Potential Change of Control Period shall end one (1) year following the date of the most recent Potential Change of Control.

The Company shall promptly notify the Trustee of a Potential Change of Control and the Trustee may conclusively rely upon such notice and shall have no duty to independently determine whether a Potential Change of Control has occurred.

1.19 Reserved.

1.20 "Trust" means the irrevocable trust established pursuant to this Trust Agreement and all of the terms and conditions of this Trust Agreement, which is intended to constitute a grantor trust under IRC Section Section 671 et seq.

1.21 "Trust Fund" means all moneys, securities, and other property held by the Trustee, any custodian, or any insurance company under this Trust.

1.22 "Trustee" shall mean the trustee named herein, and any successor trustee appointed pursuant to Article VIII.

1.23 "Valuation Date" means the day in each calendar year which is the last day of the Company's fiscal year in each year, and such other times as the Company may determine. Each of (a) any date of a Potential Change of Control, (b) the date of a Change of Control, (c) the effective date of a Trustee's resignation or removal, and (d) the date of termination of the Trust shall also be a Valuation Date if any such date occurs other than on the last business day of the Company's fiscal Year. Notwithstanding the foregoing, however, the first Valuation Date shall be January 31, 1995.

II. ESTABLISHMENT OF THE TRUST

2.1 Trust. The Company hereby establishes the Trust with the Trustee, which Trust shall consist of such sums of money and other property acceptable to the Trustee as from time to time have been and shall be paid or delivered by the Company to the Trustee as provided herein. All such money and other property, all investments and reinvestments made therewith, or the proceeds

thereof, and all investment earnings and profits thereon, less all payments and charges as authorized herein, shall constitute the Trust Fund. The Trust Fund shall be held in trust by the Trustee, and shall be dealt with in accordance with the provisions of this Trust.

2.2 Description of Trust. The Company represents and agrees that:

(a) the Trust is intended to be a grantor trust under IRC Section Section 671-678, and shall be construed accordingly. The Company intends and agrees that it is the "owner" or grantor of the Trust in its entirety, as that term is defined in subpart E, part I, subchapter J, chapter 1, subtitle A of the IRC and that, for income tax purposes, all income, deductions, and credits of the Trust Fund belong to it as owner, and will be included on its income tax or other required tax returns, and any income tax determined to be payable as a result thereof will be the sole obligation of, and will be paid by, the Company;

(b) a true and correct copy of the Plan, as in effect on the Effective Date hereof, is attached hereto as Exhibit A. The Company shall file with the Trustee, promptly upon its adoption, a true and correct copy of each amendment to the Plan;

(c) the Trust Fund is to be used to satisfy the legal obligations of the Company to Participants under the Plan as provided herein, subject to the claims of General Creditors in the event of Insolvency, and the balance of the Trust Fund, if any, remaining after payment of the Company's obligation to Participants under the Plan will revert to the Company in accordance with the Trust;

(d) contributions by the Company to the Trust which are made coincident with and subsequent to the Effective Date shall be in amounts determined under Article III hereof. The Company agrees to fund the Trust as provided therein;

(e) the principal of the Trust, and any earnings thereon shall be held by the Trustee separate and apart from other funds of Company, and shall be used exclusively for the uses and purposes as herein set forth;

(f) the Trust established under this agreement does not fund and is not intended to fund the Plan, or any other benefit plan or program of the Company. Neither the establishment of the Trust, nor the payment or delivery of assets to the Trustee shall vest any Participant in any right, title, or interest in or to any assets of the Trust Fund;

(g) participants shall have no preferred claim on, or any beneficial ownership interest in, assets of the Trust. To the extent that any Participant acquires the right to receive payment(s) under the Plan, any such right shall be mere unsecured contractual rights of Participants against the Company, and such Participants (or their Beneficiary(ies))

shall have only the unsecured promise of the Company that such payment(s) will be made. Any assets held by the Trust will be subject to the claims of General Creditors under federal and state law in the event of Insolvency, as defined herein, with no preference whatsoever given to claims of employees or Participants over claims of other unsecured creditors of the Company; and

(h) to the extent the Plan is covered by ERISA, the Plan is a plan for a select group of management or highly compensated employees, and as such are exempt from the application of ERISA except for the disclosure requirements applicable to such plan, for which the Company bears full responsibility as to compliance. The Company further represents that the Plan is not qualified under IRC Section 401 and therefore, is not subject to any IRC requirements applicable to tax-qualified plans.

2.3 Irrevocability. Except as provided in Article 9 and this Section 2.3, the Trust shall be irrevocable from the effective date, and the assets of the Trust Fund shall be held in accordance with the provisions hereof for the exclusive purpose of providing for the payment of the Company's obligations to pay benefits to Participants under the Plan and to satisfy the claims of General Creditors in the event of Insolvency, and defraying the expenses of the Trust. Except as provided in Section 6.6 and Section 6.8 and in the event of Insolvency, no part of the income or corpus of the Trust Fund shall be recoverable by or for the benefit of the Company.

2.4 Acceptance by the Trustee. The Trustee accepts the Trust established under this Trust Agreement on the terms and subject to the provisions set forth herein, and agrees to discharge and perform fully and faithfully all of the duties and obligations imposed upon it under this Trust.

III. CONTRIBUTIONS

3.1 Calculations of Funding Amount. By September 30, 1995, the Company shall contribute to the Trust the Funding Amount as determined on the first Valuation Date. As of each Valuation Date, and until the entire Trust Fund has been distributed,

the Company (or, after a Change of Control, the Company's independent public accountants) shall recalculate the Funding Amounts.

3.2 Contributions as of Each Valuation Date. During the life of the Trust but no later than September 30 of each year, commencing no later than September 30, 1996, the Company shall contribute to the Trust such amount as is necessary to make trust assets equal the Funding Amount as of the previous Valuation Date. The Plan Administrator or its delegate (or, after a Change of Control, the Company's independent public accountants) shall provide the Trustee with written notice of the amount of the necessary contribution on or before the date such contribution is due to the Trust. Any such payments to the Trustee do not discharge or release the Company of its obligation under the Plan or Section 6.2 to pay benefits to Participants under the Plan, and shall at all times be subject to the provisions of Article VII.

3.3 Reserved.

3.4 No Dilution of Trust. After a Change of Control, the Exhibit B in effect on the date of a Change of Control shall not be amended to include a Participant not named in the Exhibit B in effect on the date of a Change of Control, unless pursuant to the requirements of this Section 3.4, at the time

of delivery to the Trustee of a proposed amended Exhibit B (the "Delivery Date"), the Company shall deliver to the Trustee a determination by the Company's independent public accountants as of the Delivery Date of the proposed amended Exhibit B of the Funding Amount calculated based on the Participants named in the Exhibit B in effect on the Date of the Change of Control and any new or additional Participants named in the proposed amended Exhibit B (the "New Funding Amount") and (b), assets in an amount necessary to make the trust assets equal the New Funding Amount. If the Trustee determines that assets of the Trust Fund, including such assets as are delivered by the Company on the Delivery Date, equal or exceed the New Funding Amount, the Trustee shall accept the amended Exhibit B. Any amended Exhibit B so accepted shall be deemed incorporated with the same effect as if otherwise included herein. Unless an Exhibit B amended after a Change of Control is accepted by the Trustee as provided in this Section, the Trustee shall have no liability, responsibility, or obligation with respect to a Participant named in any amended Exhibit B unless such Participant is named in the Exhibit B then in effect on the date of a Change of Control.

3.5 Collection. In the event the Company fails to pay over to the Trustee within one hundred and twenty (120) days of notice and demand from the Trustee (or, upon the occurrence of a Potential Change of Control or a Change of Control, within

seven (7) days of notice and demand from the Trustee), any amount determined to be payable by the Company to the Trustee under Sections 3.2, 6.5 or 7.4(a) of the Trust, the Trustee may commence legal action, (which is expressly deemed to include without limitation an alternate dispute resolution proceeding), to compel the Company to pay to the Trustee any amount determined to be payable to it under the Trust. The Trustee may bring such action against the Company in any court of competent jurisdiction, and shall be entitled to recover for the benefit of the Trust from the Company such amount, plus interest for each day at the rate of interest per annum of five (5) percentage points in excess of the prime lending rate as announced by NBD Bank, from the due date specified in the Trustee's notice and demand (or the date(s) from which pro rata payments were made, if such action is brought by the Trustee pursuant to Section 6.5 hereof) to the date of payment, plus all costs of collection, including reasonable attorneys fees and costs of litigation. The Trustee is authorized to bring action to compel payment by the Company, and, in connection with reasonable claims for delinquent contributions by the Company, to retain, at the expense of the Company, counsel and other appropriate experts, including actuaries and accountants, to aid it in pursuing litigation for collection against the Company. The Trustee's anticipated reasonable costs and expenses incurred pursuant to this Section 3.5 are payable by the Company in advance; and should the Company not make timely payment, the Trustee may charge the Trust Fund for such reasonably anticipated costs and expenses. The Trustee shall in no event be required to advance or expend its own funds in order to comply with the provisions of this Section 3.5.

IV. ACCOUNTING AND ADMINISTRATION

4.1 Trustee Recordkeeping. The Trustee shall keep or cause to be kept accurate and detailed records of any investments, receipts, disbursements, and all other transactions required to be made by the Trustee hereunder, in accordance with such rules as may be established by the Company, including such specific records as shall be agreed upon in writing between the Company and the Trustee. All accounts, books, and records relating thereto shall be open to

inspection and audit at all reasonable times by any person designated by the Company. All such accounts, books, and records shall be preserved (in original form, or on microfilm, magnetic tape, or any other similar process) for such period as the Company may determine, and the Trustee may only destroy such accounts, books, and records after first notifying the Company in writing of its intention to so, and transferring to the Company any of such accounts, books, and records requested by the Company.

17

4.2 Company Recordkeeping. The Company shall keep full, accurate, and detailed books and records with respect to the Participants and benefits paid and payable under the Plan, which records shall be made available to the Trustee at its request.

4.3 Periodic Accounting. Within sixty (60) days following a Valuation Date, the Trustee shall deliver to Company a written accounting, dated as of the Valuation Date, of its administration of the Trust Fund during such year or during the period from the most recent Valuation Date to the date of such current Valuation Date, which accounting shall be in accordance with the following provisions:

(a) Such accounting shall set forth all investments, receipts, disbursements, and other transactions effected the by Trust Fund during the preceding year, or during the period from the most recent Valuation Date to the date of such current Valuation Date, including a description of all securities and investments purchased and sold, with the cost or net proceeds of such purchases or sales (accrued interest paid or receivable being shown separately), and showing all cash, securities or other property held in the Trust Fund, less liabilities known to the Trustee (other than liabilities to Participants entitled to benefits under the Plans) at the end of such year or other period, as the case may be. In making a valuation, all cash, securities or other property held in the Trust Fund shall be valued at their then fair market value, and shall be in a format as may be established by the Company. A copy of each accounting so delivered to the Company shall be open to inspection at the office of the Trustee during normal business hours.

(b) If within ninety (90) days after the filing of such written accounting, the Company has not delivered to the Trustee notice of any objection to any act or transaction of the Trustee, the initial accounting shall become an account stated as between the Trustee and the Company. If any objection has been delivered to the Trustee by the Company, and if the Company is satisfied that it should be withdrawn, the Company shall signify its approval of the accounting in writing filed with the Trustee, and the accounting shall become an account stated as between the Trustee and the Company. If the accounting is adjusted following an objection thereto, the Trustee shall file and deliver the adjusted accounting to the Company. If within fifteen (15) days after such filing of an adjusted accounting, the Company has not delivered to the Trustee notice of any objection to the transactions as so adjusted, the adjusted accounting shall become an account stated as between the Trustee and the Company.

(c) Unless an accounting is fraudulent, when it becomes an account stated, it shall be finally settled, and the Trustee shall, to the extent permitted by applicable law, be forever released and discharged from all liability and accountability with respect to the propriety of its acts and transactions shown in such accounting.

4.4 Administrative Powers of Trustee. Except to the extent that authority with respect to the administration of the Trust has been allocated to others in accordance with this Trust, and subject to Article V, the Trustee shall have exclusive authority and discretion to manage and administer the Trust. The Trustee shall act with the care, skill, prudence and diligence under the circumstances then prevailing that a prudent person acting in like capacity and familiar with such matters would use in the conduct of an enterprise of like character and with like aims, provided, however, that Trustee shall incur no liability to any person for any action taken pursuant to a direction, request or approval given by Company which is contemplated by, and in conformity with, the terms of the Trustee's responsibilities under this Trust, and is given in writing by Company. The responsibility for maintenance of individual benefit records shall be retained by the Company, and may be delegated to such person or entity as the Company may employ from time to time. Except as otherwise provided herein, the Trustee shall have, without exclusion, all powers conferred on trustees by law and, without limiting the foregoing, shall have the following administrative powers, rights, and duties in addition to those provided elsewhere in this Trust:

(a) to manage, sell, insure, and otherwise deal with all assets held by the Trustee on such terms and conditions as the Trustee shall decide; provided however, that if the Company delivers written instructions to the Trustee, the Trustee shall follow such instructions;

(b) when directed by the Company or requested by a Participant pursuant to Article VI, to make payments from the Trust Fund to Participants and, when required by Article VII, to make payments from the Trust Fund to General Creditors entitled to payments thereunder;

(c) except as provided in Article VI and Article VII, to waive, modify, reduce, compromise, release, contest, submit to arbitration, or settle or extend the time of payment of any claims, debts, damages, or demands of any nature in favor of or against the Trustee or all or any part of the Trust Fund;

(d) to retain any disputed property until an appropriate final adjudication or release is obtained, and to represent the Trust in, or commence or defend, any litigation the Trustee considers in its discretion necessary in connection with the Trust Fund;

(e) to withhold, if the Company so directs, all or any part of any payment required to be made hereunder as may be necessary and proper to protect the Trustee or the Trust Fund against any liability or claim on account of any estate, inheritance, income or other tax or assessment attributable to any amount payable hereunder, and to discharge any such liability with any part or all of such payment so withheld in accordance with Section 6.7;

(f) to maintain records reflecting all receipts and payments under this Trust and such other records as the Company may specify and to which the Trustee agrees, which records may be audited from time to time by the Company or anyone named by the Company; and to furnish a written

accounting to the Company as of each Valuation Date, as provided in Section 4.3;

(g) if an insurance policy is held as an asset of the Trust, Trustee shall have no power to name a beneficiary of the policy other than the Trust, to assign the policy (as distinct from conversion of the policy from a different form) other than to a successor Trustee, or to loan to any person the proceeds of any borrowing against such policy. Notwithstanding the preceding sentence, the Trustee may loan to the Company the proceeds of any borrowing against an insurance policy held as an asset of the Trust;

(h) to furnish the Company with such information for tax or other purposes which the Company may reasonably request and which the Trustee may not unreasonably withhold;

(i) to employ accountants, advisors, agents, legal counsel (who, except following a Change of Control, may be legal counsel to the Company and who are not in the Company's reasonable judgment deemed to have a conflict of interest), consultants, custodians, depositories, experts and other providers of services, to consult with them with respect to the implementation and construction of this Trust, the duties of the Trustee hereunder, the transactions contemplated by this Trust, or any act which the Trustee proposes to take or omit, and to rely upon the advice of and services performed by such persons; to delegate discretionary powers to such persons and to reasonably rely upon

information and advice furnished by such persons; provided that each such delegation and the acceptance thereof by each such person shall be in writing; and provided further that the Trustee may not delegate its responsibilities as to the management or control of the assets of the Trust Fund;

(j) to determine whether the Company is Insolvent, and to hold assets of the Trust Fund for the benefit of General Creditors in the event of Insolvency, as provided in Article VII hereof;

(k) to make payments to Participants, including after a Change of Control, as provided in Article VI hereof;

(l) to perform all other acts which in the Trustee's judgment are appropriate for the proper protection, management, investment, and distribution of the Trust Fund, and to carry out the purposes of the Trust.

V. INVESTMENTS

5.1 Generally. With respect to assets for which the Trustee has investment responsibility, the Trustee shall invest and reinvest the principal and income of the Trust Fund and keep the Trust Fund invested, without distinction between principal and income, in accordance with the written investment guidelines established by the Company and provided to the Trustee by the Company. If no such written investment guidelines are received by the Trustee, the assets of the Trust Fund shall be invested in such investments as determined by the Trustee in accordance with the powers contained herein.

5.2 Investment Powers of Trustee. Except to the extent that authority with respect to the management of all or a portion of the Trust Fund has been allocated to others in accordance with this Trust, the Trustee shall have exclusive authority and discretion to manage and control the Trust Fund,

subject only to broad investment guidelines the Company may establish from time to time. The authority to assume responsibility for investment of assets of the Trust Fund has been retained by the Company, and the authority to hold assets of the Trust Fund may be allocated to one or more custodians or insurance companies. Except as otherwise provided herein, the Trustee shall have, without exclusion, all powers conferred on trustees by applicable law and, without limiting the foregoing, shall have the following powers, rights, and duties in addition to those provided elsewhere in this Trust:

21

(a) to invest and reinvest in any property wherever situated, whether real, personal, mixed, foreign or domestic, including common and preferred stocks, bonds, notes, and debentures (including convertible stocks and securities, but not including any stock, securities, or debt instruments of the Company [unless held in a collective or commingled fund and such Company securities comprise 5% or less of the assets of such fund]), leaseholds, mortgages (including, without limitation, any collective or part interest in any bond and mortgage or note and mortgage), certificates of deposit, life insurance contracts, guaranteed investment contracts, and guaranteed annuity contract, all regardless of diversification and without being limited to investments authorized by law for the investment of trust funds;

(b) to invest and reinvest, without distinction between principal and income, in contracts for future delivery of United States Treasury Bills, other financial instruments, or indices based on any group of securities, and in options to buy or sell indices based on any group of securities or any kind of evidences of ownership or indebtedness, including financial instruments or futures contracts relating thereto;

(c) to invest and reinvest part or all of the Trust Fund in any deposit accounts, deposit administration fund maintained by a legal reserve life insurance company in accordance with an agreement between the Trustee and such insurance company, a group annuity contract or life insurance policies issued by such insurance company to the Trustee as contract holder, any interest bearing deposits held by any financial institution having total capital and surplus of at least Fifty Million Dollars ($50,000,000), investments in any stocks, bonds, debentures, mutual fund shares, notes, commercial paper, treasury bills, and any mutual, common, commingled or collective trust funds or pooled investment funds, and to diversify such investments so as to minimize the risk of losses;

(d) to commingle assets of the Trust Fund, for investment purposes only, with assets of any common, collective, or commingled trust fund which has been or may hereafter be established and maintained by the Trustee, or by any other financial institution; provided that to the extent that any part or all of the assets of the Trust Fund for which the Trustee has investment responsibility are invested in any such common, collective or commingled trust fund or pooled investment fund which is maintained by a bank or trust company (including a bank or trust company acting as Trustee), the provisions of the documents under which such common, collective or commingled trust fund or pooled investment

22

fund are maintained shall govern any investment therein and provided further that prior to investing any portion of the Trust Fund for the first time in any such common, collective, or commingled trust fund, the Trustee shall advise the Company of its intent to make such an investment, and furnish to the Company any information it may reasonably request with respect to such common, collective, or commingled trust fund (other than a trust fund established by the Company), and provided further that the Trustee shall maintain separate records with respect to each other trust of the Trust Fund;

(e) to vote stock and other voting securities personally or by proxy (and to delegate the Trustee's powers and discretion with respect to such stock or other voting securities to such proxy), to exercise subscription, conversion and other rights and options (and make payments from the Trust Fund in connection therewith), to take any action and to abstain from taking any action with respect to any reorganization, consolidation, merger, dissolution, recapitalization, refinancing and any other plan or change affecting any property constituting a part of the Trust Fund (and in connection therewith to delegate the Trustee's discretionary powers and pay assessments, subscriptions and other charges from the Trust Fund), to hold or register any property from time to time in the Trustee's name or in the name of a nominee or to hold it unregistered or in such form that title shall pass by delivery; and to borrow from anyone, including itself (to the extent permitted by law), such amounts from time to time as the Trustee considers desirable to carry out this Trust (and to mortgage or pledge all or part of the Trust Fund as security); to participate in any plan or reorganization, consolidation, merger, combination, liquidation, or other similar plan relating to any such property, and to consent to or oppose any such plan or any action thereunder, or any contract, lease, mortgage, purchase, sale, or other action by any corporation or other entity any of the securities of which may at any time be held in the Trust Fund, and to do any act with reference thereto;

(f) to retain in cash such amounts as the Trustee considers advisable and as are permitted by applicable law, and to deposit any cash so retained in any depository (including any bank acting as Trustee) which the Trustee may select, provided such depository must have total capital and surplus of at least Fifty Million Dollars ($50,000,000);

(g) when directed by the Company, and subject to Section 4.4(g), to apply for, pay premiums on, and maintain in force individual, ordinary or universal life insurance policies on the lives of Participants, which policies may

contain provisions which the Company may approve or direct; to receive or acquire such policy or policies from the Company, but the Trustee may purchase a life insurance policy from a person other than the insurer which issues a policy only if the Trustee pays, transfers, or otherwise exchanges an amount no more than the cash surrender value of the policy or policies, and the policy or policies is (are) not subject to a mortgage or similar lien which the Trustee would be required to assume; to have with respect to such policy or policies any rights, powers, options, privileges, and benefits usually comprised in the term "incidents of ownership", and normally vested in an owner of such policy or policies to be exercised only pursuant to Company direction;

(h) to retain any property at any time received by it;

(i) to sell, to exchange, to convey, to transfer, or to dispose of, and to grant options for the purchase or exchange with respect to it, any property at any time held by it, by public or private sale, for cash or on credit, or partly for cash and partly for credit;

(j) to deposit any such property with any protective, reorganization, or similar committee; to delegate discretionary power to any such committee; and to pay part of the expenses and compensation of any such committee and any assessments levied with respect to any property so deposited;

(k) to exercise any conversion privilege or subscription right available in connection with any such property, and to do any act with reference thereto, including the exercise of options, the making of agreements or subscription, and the payment of expenses, assessment or subscription, which may be deemed necessary or advisable in connection therewith, and to hold and retain any securities or other property which it may so acquire;

(l) to extend the time of payment of any obligation held in the Trust Fund;

(m) to enter into standby agreements for future investment, either with or without a standby fee;

(n) to acquire, renew, or extend, or participate in the renewal or extension of any mortgage, and to agree to a reduction in the rate of interest on any indebtedness or mortgage or to any other modification or change in the terms

of any indebtedness or mortgage, or of any guarantee pertaining thereto, in any manner and to any extent that may be deemed advisable for the protection of the Trust Fund or the preservation of any covenant or condition of any indebtedness or mortgage or in the performance of any guarantee, or to enforce any default in such manner and to such extent as may be deemed advisable; and to exercise and enforce any and all rights of foreclosure, to bid on any property in foreclosure, to take a deed in lieu of foreclosure with or without paying a consideration therefor, and in connection therewith to release the obligation on the bond secured by such mortgage; and to exercise and enforce in any action, suit or proceeding at law or in equity any rights or remedies in respect of any such indebtedness or mortgage or guarantee;

(o) to make, execute, and deliver, as Trustee, any and all deeds, leases, notes, bonds, guarantees, mortgage, conveyance, contracts, waivers, releases, or other instruments in writing necessary or proper for the accomplishment of any of the foregoing powers;

(p) to organize under the laws of any state one or more corporations, partnerships, or trusts for the purpose of acquiring and holding title to any property that it is authorized to acquire under this Trust, and to exercise with respect thereto any or all of the powers set forth in this Trust;

(q) notwithstanding any powers granted to the Trustee pursuant to

this Trust Agreement or to applicable law, the Trustee shall not have any power that could give this Trust the objective of carrying on a business and dividing the gains therefrom, within the meaning of Section 301.7701-2 of the Procedure and Administrative Regulations promulgated under the IRC; and

(r) generally to do all acts, whether or not expressly authorized, that the Trustee deems necessary or desirable for the protection of the Trust Fund, and to carry out the purposes of the Trust.

5.3 Investment Managers. The Company may appoint one or more Investment Managers to direct the investment of any part or all of the assets of the Trust Fund by the Trustee. Appointment of an Investment Manager shall be made by written notice to the Investment Manager(s) and to the Trustee, which notice shall specify those powers, rights, and duties of the Trustee under this Trust that are allocated to the Investment Manager(s) and the portion of the assets of the Trust Fund subject to the Investment Manager(s). After it receives written notice of such appointment, the Trustee

shall have no obligation or responsibility for those investment duties which are allocated to an Investment Manager. An Investment Manager so appointed pursuant to this paragraph shall be either a registered investment adviser under the Investment Advisers Act of 1940, a bank, as defined in said Act, or an insurance company qualified to manage, acquire and dispose of the assets of the Plans under the laws of more than one state of the United States. Any such Investment Manager shall acknowledge to the Company in writing that is accepts such appointment. The Trustee shall not be liable for any loss or diminution of any assets managed by an Investment Manager, including without limitation, any loss or diminution caused by any action or inaction taken or omitted by it at the direction of an Investment Manager. In addition, the Trustee shall not be liable for the diversification of any assets managed by Investment Managers of the Company, each of which shall be solely the responsibility of the Company. An Investment Manager may resign at any time upon written notice to the Trustee and the Company. The Company may remove an Investment Manager at any time by written notice to the Investment Manager and the Trustee.

The Company may by written notice to the Trustee assume investment responsibility for any portion or all of the Trust assets. The Trustee shall have no responsibility for any investments or review of such investments and shall act with respect to such assets only as directed by the Company.

5.4 Reserved.

5.5 Single Fund. All assets of the Trust Fund and of each investment fund, and the income thereon, shall be held and invested as a single fund, and the Trustee shall not make any separate investment of the Trust Fund, or make any separate investment fund, for the account of any Participant or other General Creditors prior to receipt of directions to make payments to such Participant or other General Creditors in accordance with Article VI or Article VII. All rights associated with assets of the Trust shall be exercised by Trustee or the person designated by Trustee, and shall in no event be exercisable by or rest with Participants.

VI. PAYMENTS FROM THE TRUST

6.1 Obligation of Trustee to Make Payments to Participants. The Trustee's obligation to distribute to any Participant out of the assets of the Trust Fund

shall be limited to payment at such times and in such amounts as are properly in conformance with the provisions of Section 6.3. Payments to Participants pursuant to this Article VI shall be made by the Trustee to the extent that funds in the Trust Fund are sufficient for

such purpose, and shall at all times be subject to the provisions of Article VII. In the event the Company determines that it will pay benefits directly to Participants as they become due under the terms of the Plan, the Company shall notify Trustee of its decision prior to the time amounts are payable to Participants.

6.2 Obligation of the Company to Make Payments to Participants. Notwithstanding anything in the Trust to the contrary, the Company shall remain primarily liable to pay benefits under the Plan. Distributions to Participants from the Trust Fund shall discharge, reduce, and offset the Company's obligation to pay benefits to or on behalf of the Participant, to the extent of the distributions, with respect to the Plan. If the Company's obligation to pay a benefit under the Plan is not fully discharged, reduced, and offset by a distribution from the Trust, then the Company shall make the balance of each such benefit payment as it becomes due.

6.3 Distributions to Participants. Distributions which shall be made from the Trust Fund to pay benefits in accordance with the Plan shall be initiated by:

(a) written direction to the Trustee from the Plan Administrator, which direction shall certify that such distribution(s) is(are) in accordance with the Plan, and specify the timing, form, payee, and amount of such benefit payments, including any federal, state, or local income taxes to be withheld, and the Trustee shall make or commence the directed distributions after receipt of such written direction; or

(b) by the submission to the Trustee by a Participant of a certified copy of the non-appealable order of an appropriate forum with jurisdiction to settle a claim for payment(s) under the Plan.

6.4 Reserved.

6.5 Insufficient Trust Fund Assets. If at any time the Trustee determines or is advised that the Trust Fund does not have sufficient assets to permit the Trustee to make a payment property directed pursuant to this Trust, including a payment provided for under Section 10.7 of this Trust, the Trustee shall pay any benefits due (if otherwise payable hereunder) to Participants on a pro rata basis as directed by the Plan Administrator, and the Company shall make the balance of such payments as they become due. If the Plan Administrator determines that the Trust Fund does not have sufficient funds to provide for the payment of all amounts otherwise payable to Participants (or their Beneficiary(ies)) from the Trust under the Plans, it shall notify the

Company and the Trustee of the amount of the deficiency, and, within forty-five (45) days of such notice, the Company deposit in trust with the Trustee the additional amounts needed to make such payments. Upon receipt of such amount by the Trustee from the Company, proceeds shall first be used by the Trustee to pay any benefits previously due remaining unpaid, in the order in which they were due, pursuant to Plan Administrator instructions.

6.6 Payment of Excess Assets to Company. Subject to Article VII, and except as otherwise provided in this Section and Section 6.8 hereof, the Company shall have no right or power to direct the Trustee to return to the Company or to divert to others any of the Trust Fund before payment of all benefits due or to become due have been made to Participants (or their Beneficiary(ies)) pursuant to the terms of the Plan. If, as of a Valuation Date, and based on the fair market value of the Trust Fund as determined by the Trustee in accordance with Section 4.3 hereof, the Trust Fund holds Excess Assets, then in the event the Trustee has received within ninety (90) days after the most recent Valuation Date a written request executed by the Company, the Trustee shall transfer to the Company, within thirty (30) days after the receipt of the request, and provided that a Potential Change of Control Period does not exist on the date of the transfer, such assets of the Trust Fund selected by the Company which have a fair market value equal to the amount of such Excess Assets, after converting such assets to cash if requested by the Company. Any payment of Excess Assets to the Company under this Section shall not discharge or release the Company of its obligation to make any contribution required under Article III (including the requirement of a Company contribution to the Trust upon the occurrence of a Potential Change of Control or a Change of Control), and its obligation to pay benefits to Participants under the Plan. Any payment of Excess Assets in accordance with this Section shall be subject to the provisions of Article VII.

6.7 Company to Pay Withholding and Employment Taxes. Any amount paid to a Participant by the Trustee in accordance with this Article VI shall be reduced by the amount of taxes required to be withheld pursuant to Plan Administrator instructions, and the Trustee shall inform the Company of all amounts so withheld. The Company shall direct that the Trustee shall either

(a) pay to the Company a sum equal to the amount of such taxes as are required to be withheld, whereupon the Company shall have full responsibility for the payment of all withholding taxes to the appropriate taxing authorities, or

(b) pay such taxes directly to the appropriate taxing authorities for the benefit of the Company.

The Company shall be solely responsible for the payment of any employment taxes for which it is directly liable as a result of payments by the Trustee. The Company shall furnish each Participant with the appropriate tax information form evidencing payments under the Trust and the amount(s) thereof.

6.8 Payment in Reversion to Company. Subject to Article VII, upon receipt of written certification from the Company that all obligations of the Company to Participants with respect to the Plan have been satisfied, and if the Trust Fund shall have any assets remaining, the Trustee shall distribute such remaining assets of the Trust Fund to the Company, after converting such assets to cash if requested by the Company, subject to the Trustee's right to retain

such reasonable amount for compensation and expenses as provided in Section 10.7. The Trust shall thereafter terminate as provided in Section 9.2.

6.9 Reserved.

VII. PAYMENTS ON INSOLVENCY OF THE COMPANY

7.1 No Security Interest. No Participant shall have any claim on or beneficial ownership interest in the Trust Fund before such assets are paid to the Participant, except as an unsecured creditor of the Company. The Company shall not create a security interest in the Trust Fund in favor of any Participant or any other General Creditor. At all times during the continuance of this Trust, as provided in this Article VII hereof, the principal and income of the Trust Fund shall be subject to the claims of General Creditors under federal and state law. If at any time the Trustee has received notice as provided below that Company is Insolvent, Trustee shall discontinue payments to Participants, and shall hold assets of the Trust Fund for the benefit of the Company's General Creditors, pursuant to the provisions of Section 7.3, with no preference whatsoever given claims of employees or Participants over claims of other unsecured creditors of the Company.

7.2 Determination of Insolvency. Notwithstanding any other provisions of this Trust, the following provisions shall apply:

(a) The Board of Directors and the Chief Executive Officer of the Company shall have the fiduciary duty and responsibility on behalf of General

Creditors to notify the Trustee promptly in writing in the event the Company is Insolvent, and the Trustee shall have the right to rely thereon to the exclusion of all directions or claims for payment made thereafter by Participants.

(b) If the Trustee has actual knowledge that the Company is Insolvent, the Trustee shall act in accordance with Section 7.3 hereof.

(c) Unless the Trustee receives written notice from the Board of Directors or the Chief Executive Officer of the Company that the Company is Insolvent, or from a person claiming to be a General Creditor and claiming that the Company is Insolvent, the Trustee shall have no duty to inquire whether the Company is Insolvent. If the Trustee receives a written allegation from a person claiming to be a General Creditor that the Company is Insolvent, the Trustee's only duty of inquiry shall be to request that the Company's independent public accountants determine whether the Company is Insolvent, and shall suspend benefit payments pending such determination. If the Company's independent public accountants advise the Trustee that the Company is not Insolvent, it shall resume payments in accordance with this Trust. If the Trustee receives notice of the Company's Insolvency pursuant to this Section 7.2(c), it shall act in accordance with this Section and Section 7.3 hereof.

7.3 Payments When Company Is Insolvent. Notwithstanding any other provision of this Trust to the contrary, if the Trustee has actual knowledge as described in 7.2(b), has been advised pursuant to 7.2(c) or receives actual notice described in Section 7.2(a) that the Company is Insolvent

(a) by reason of Section 1.11(b), the Trustee shall suspend payments to Participants and shall notify Participants of the suspension, and shall hold the Trust Fund for the benefit of the General Creditors, and shall pay and deliver the entire amount of the Trust Fund only as a court competent jurisdiction, or duly appointed receiver or other person authorized to act by such court, may order or direct to make the Trust Fund available to satisfy the claims of the General Creditors (payments to Participants in accordance with the terms of the Plan may be resumed only pursuant to Section 7.4 hereof); or

(b) by reason of Section 1.11(a), the Trustee shall suspend payments to Participants and shall notify Participants of the suspension, and shall (i) hold the Trust Fund for the benefit of General Creditors or (ii) pay over all or a portion of

the Trust Fund to General Creditors if directed by the Company or an appropriate judicial forum.

Nothing in this Trust Agreement shall in any way diminish any rights of Participants to pursue their rights as unsecured creditors of Company with respect to benefits under the Plan, or otherwise.

7.4 Resumption of Duties after Insolvency. In the absence of notice of a Court order to the contrary, the Trustee shall resume all of its duties and responsibilities under the Trust, including payments to Participants if otherwise provided for herein, within thirty (30) days of the Trustee's receipt of a determination from the Company's independent public accounting firm that the Company is no longer Insolvent.

(a) Trust Recovery of Payments to Creditors. In the event that amounts are paid from the Trust Fund to General Creditors of the Company, then as soon as practicable after the Company is no longer Insolvent, the Company shall deposit into the Trust Fund a sum to equal to the Funding Amount, determined as of the date the Company is no longer Insolvent, which date shall be a Valuation Date. The Company (or, after a Change of Control, the Company's independent public accountants) shall provide the Trustee with written certification of such Funding Amount. If the Funding Amount is not paid by the Company within ninety (90) days of the Trustee's receipt of such notice, the Trustee shall demand payment and the provisions of Section 3.5 shall apply.

(b) Determination of Payment Amount; Resumption of Payments. Provided that there are sufficient assets of the Trust Fund, if Trustee discontinues the payment of benefits from the Trust pursuant to Section 7.3 and subsequently resumes such payments, the first payment following such discontinuance shall include the aggregate amount of all payments due to Participants under the terms of the Plan for the period of such discontinuance, as determined by the Plan Administrator, less the aggregate amount of any payments made to Participants by the Company in lieu of the payments provided for hereunder during any such period of discontinuance. If the Trustee suspends a payment to a Participant under this Section, and subsequently makes such payment, the payment shall include interest at the rate of interest per annum equal to the prime rate as published by NBD Bank for each day from the date of suspension to the date of payment, as calculated by the Plan Administrator.

7.5 Reserved.

31

VIII. RESIGNATION OR REMOVAL OF TRUSTEE

8.1 Resignation or Removal of Trustee. The Trustee may resign for any reason or for no reason and at any time by giving thirty (30) days prior written notice to the Company (or such shorter notice as may be agreed to by the Company and the Trustee). Subject to Section 8.2(b) hereof, the Company may remove the Trustee, for any reason and with or without cause, by giving thirty (30) days prior written notice to the Trustee (or such shorter notice as may be agreed to by the Company and the Trustee).

8.2 Successor Trustee. In the event of the resignation or removal of a Trustee, a successor Trustee shall be appointed. Any successor Trustee appointed pursuant to this Section must be a corporation which is not an affiliate of the Company and which is authorized under the laws of the United States or of any state to administer trusts and has at the time of its appointment total capital and surplus of at least Fifty Million Dollars ($50,000,000). The Company shall give notice of any such appointment to the retiring Trustee and the successor Trustee. A successor Trustee shall be appointed in accordance with the following provisions:

(a) At any time prior to a Change of Control, a successor Trustee shall be appointed by the Company. If a Trustee should resign or be removed, and the Company does not notify the Trustee of the appointment of a successor Trustee within forty-five (45) days of its notice of its resignation or removal, then the Company shall be deemed to have failed to have appointed a successor Trustee, and the Trustee shall apply to a court of competent jurisdiction for appointment of a successor Trustee.

(b) After the occurrence of a Change of Control, the Trustee who is the Trustee on the date of the Change of Control may be removed by the Company for three (3) years from the date of the Change of Control. If a Trustee resigns or is removed at any time after the date of a Change of Control, the Trustee shall apply to a court of competent jurisdiction for appointment of a successor Trustee.

Notwithstanding Section 8.1, no resignation by or removal of the Trustee shall be effective prior to the effective date of the appointment of a successor Trustee by the Company or a court of competent jurisdiction.

32

8.3 Duties of Retiring and Successor Trustees. In the event of the resignation or removal of a Trustee, the retiring Trustee shall within thirty (30) days after the effective date of resignation or removal furnish to the successor Trustee and the Company a final accounting of its administration of

the Trust. A successor Trustee shall succeed to the right and title of the predecessor Trustee in the assets of the Trust Fund and the retiring Trustee shall deliver the property comprising the assets of the Trust Fund (less any unpaid fees and expenses of the retiring trustee) to the successor Trustee, together with any instruments of transfer, conveyance, assignment, and further assurance as the successor Trustee may reasonably require. All of the provisions of the Trust set forth herein with respect to the Trustee shall relate to each successor Trustee with the same force and effect as if such successor Trustee had been originally named as the Trustee hereunder. To the extent permitted by law, neither the Trustee nor the successor Trustee shall be liable for any act or failure to act, and shall not be required to examine the accounts, records, or acts of the other.

8.4 Reserved.

IX. AMENDMENT AND TERMINATION OF TRUST

9.1 Amendment. Except as otherwise provided in Section 2.3 of this Trust, the Trust may be amended (but may not be not revoked unless all of the Company's obligations with respect to the Plan have been satisfied) in writing from time to time by delivery to the Trustee of such amendment executed by the Company, which amendment shall include the effective date of such amendment. Any amendment of the Trust may be made:

(a) prior to a Change of Control, without limitation and in any manner and effective as of any date, including a retroactive effective date, if accompanied by the written certification that no Change of Control has occurred;

(b) after a Change of Control, only if a period of three (3) years has elapsed since the Change of Control, and either:

(1) such amendment is accompanied by the specific written consent to the amendment by Participants whose actuarial interests under the Plan, computed by the Company's independent public accountants as of the effective date of such amendment, represent at least 51% of the total of all actuarial interests under the Plan; or

(2) such amendment is accompanied by the opinion of legal counsel satisfactory to the Trustee that the amendment is necessary for the purpose of conforming the Trust to any present or future federal or state law (including revenue laws) relating to trusts of this or similar nature, as such laws may be amended from time to time, and a certification that a copy of such notice and opinion of counsel has been delivered to each Participant.

No amendment shall conflict with the terms of the Plan subject to amendment, and no amendment may reduce the "Funding Amount" or the contribution requirements of Article III to less than 50% of the actual benefit obligation on the books of the Company; provided such amendment shall be effective prior to a Potential Change of Control or a Change of Control. No amendment shall operate to change the duties and liabilities of the Trustee without its consent, or make the Trust revocable after it has become irrevocable in accordance with Section 2.3 hereof unless the Company has satisfied all

obligations it may have with respect to the Plan as of the date of such amendment. The Company and the Trustee shall execute such amendments of the Trust as shall be necessary to give effect to any amendment made in accordance with this Section.

9.2 Termination. After all assets of the Trust Fund have been distributed by the Trustee to the Participants or their Beneficiaries in accordance with Article VI, the Trustee shall render an accounting, which shall be the final accounting, in the manner provided for in Section 4.3. Upon acceptance of the accounting by the Company, any assets remaining in the Trust Fund, after deduction of such reasonable amount for compensation and expenses as provided for in Section 10.7, shall be returned to the Company in the manner provided in Section 6.8, and the Trust shall terminate thereupon. The Trust and all the rights, titles, powers, duties, discretions and immunities imposed on or reserved to the Trustee and the Company, shall continue in effect until all assets of the Trust Fund have been distributed as provided herein.

9.3 Reserved.

X. GENERAL PROVISIONS

10.1 Coordination with Plan. The responsibilities of the Trustee shall be governed solely by the terms of this Trust Agreement.

10.2 Litigation. In any action or proceeding regarding the Trust, the Company, any assets of the Trust Fund, or the administration of the Trust, any creditors who are not parties to such action or proceedings and any other persons having or claiming to have a beneficial interest in the Trust shall not be necessary parties and shall not be entitled to any notice of process. Any final judgment which is not appealed or appealable and which may be entered in any such action or proceeding shall be binding and conclusive on the parties hereto and all persons having or claiming to have a beneficial interest in the Trust. Acceptance by a creditor of assets of the Trust Fund shall constitute a release of an equal amount of any obligations of the Company to such creditor.

10.3 Trustee's Action Conclusive. The Trustee's exercise or non-exercise of its powers and discretion in good faith shall be conclusive on all persons. No one other than the Company shall be obliged to see to the application of any money paid or property delivered to the Trustee. The certificate of the Trustee that it is acting according to this Trust will fully protect all persons dealing with the Trustee.

10.4 No Guarantee or Responsibility. Notwithstanding any other provision of this Trust to the contrary, the Trustee does not guarantee payment of any amount which may become due and payable to a Participant. The Trustee shall have no responsibility for the disclosure to Participants regarding the terms of the Plan or of this Trust, or for the validity thereof. The Trustee shall not be responsible for administrative functions under the Plan and shall have only such responsibilities under this Trust Agreement as specifically set forth herein. The Trustee will be under no liability or obligation to anyone with respect to any failure on the part of the Company, the Plan Administrator, the Company's independent public accounting firm, an Investment Manager, or a Participant to perform any of their respective obligations under the Plan or this Trust. The Trustee shall be fully protected in relying upon any notice or direction provided to it from any party in connection with the Trustee's duties hereunder which the Trustee in good faith believes to be genuine, and executed and delivered in accordance with this Trust. Nothing in this Trust shall be construed as requiring the Trustee to make any payment in excess of the amounts held in the Trust Fund at the time of such payment or otherwise to risk or

expend its own funds.

10.5 Liabilities Mutually Exclusive. Each of the Trustee and the Company shall be responsible only for its own acts or omissions.

10.6 Indemnification. The Company agrees to indemnify to the extent permitted by law the Trustee and hold it harmless against Trustee's costs, expenses and

liabilities (including, without limitation, attorneys' fees and expenses) arising out of or in connection with the performance of the Trustee's duties arising hereunder (but excluding costs arising as a result of the Trustee's bad faith or gross negligence in the performance of its responsibilities hereunder), and to be primarily liable for such payments. If the Company does not pay such costs, expenses and liabilities in a reasonably timely manner, Trustee may obtain payment from the Trust. This Section shall survive the termination of the Trust.

10.7 Expenses and Compensation. The Trustee shall be paid compensation by the Company in an amount agreed to by the Company and the Trustee. The Trustee shall be reimbursed by the Company for reasonable expenses incurred by it in the management and administration of this Trust Agreement, including the reasonable compensation of the Trustee's counsel and other agents; and if the Trustee is not timely reimbursed with respect to amounts due pursuant to this Section 10.7 (or in the case of expenses to be incurred pursuant to Section 3.5 hereof), the Trustee may charge such amounts against the Trust Fund. Any compensation or expenses so agreed upon or otherwise payable not paid by the Company on a timely basis may be charged to the Trust Fund no more frequently than quarter-annually upon notice to the Company.

10.8 Reserved.

10.9 Notice. Any notice to the Trustee or to the Company required or permitted under this Trust shall be duly and properly given and delivered if sent by certified United States mail, return receipt requested, to the Trustee at:

The Northern Trust Company
Attn: Trust Department
Fifty South LaSalle Street
Chicago, Illinois 60675

and to the Company at:

The Detroit Edison Company
Attn: Vice President and Treasurer
2000 Second Street
Detroit, Michigan 48226

or to such other address as the Trustee or the Company may specify by written notice to the other.

10.10 Antiassignment Clause. Benefits payable to Participants and their Beneficiaries under this Trust Agreement may not be anticipated, assigned (either at law or in equity), alienated, pledged, encumbered or subjected to attachment, garnishment, levy, execution or other legal or equitable process.

10.11 True and Correct Document. Any persons dealing with the Trustee may rely upon a copy of this Trust and any amendments thereto certified to be true and correct by the Trustee.

10.12 Waiver of Notice. Any notice required under this Trust may be waived by the person entitled to such notice.

10.13 Counterparts. This Trust may be executed in two or more counterparts, any one of which will be an original without reference to the others.

10.14 Gender and Number. Words denoting the masculine gender shall include the feminine and neuter genders and the singular shall include the plural and the plural shall include the singular wherever required by the context.

10.15 Successors. This Trust shall be binding on all persons entitled to payments hereunder and their respective heirs and legal representatives, and on the Company, the Trustee, and their respective successors.

10.16 Severability. If any provision of this Trust is held to be illegal or invalid, such illegality or invalidity shall not affect the remaining provisions of this Trust, which shall be construed and enforced as if such illegal or invalid provisions had never been inserted herein.

10.17 Applicable Law. The Trust shall be governed by and construed in accordance with the laws of the State of Michigan with respect to the Company's obligations and in accordance with the laws of the State of Illinois with respect to the Trustee's obligations and Trust Administration.

IN WITNESS WHEREOF, the Company and the Trustee have caused this trust agreement to be signed by their duly authorized representatives, and have caused their respective seals to be hereunto affixed, as of the Effective Date.

THE DETROIT EDISON COMPANY

By L.L. Loomans

Its

THE NORTHERN TRUST COMPANY
as Trustee

By

Its

EXHIBIT A

THE DETROIT EDISON COMPANY
IRREVOCABLE GRANTOR TRUST
FOR THE DETROIT EDISON COMPANY PLAN FOR DEFERRING THE
PAYMENT OF DIRECTORS' FEES

The Company has established an Irrevocable Grantor Trust to pay benefits under The Detroit Edison Company Plan for Deferring the Payment of Directors' Fees. A copy of such Plan, including any amendment(s), is attached hereto.

EXHIBIT B

THE DETROIT EDISON COMPANY
IRREVOCABLE GRANTOR TRUST
FOR THE DETROIT EDISON COMPANY PLAN FOR DEFERRING THE
PAYMENT OF DIRECTORS' FEES

PARTICIPANTS (as defined in the Trust)

as of December 31, 1995

Name	[Date of Birth]

EXHIBIT 99-6

THE DETROIT EDISON COMPANY

IRREVOCABLE GRANTOR TRUST

FOR THE DTE ENERGY COMPANY

RETIREMENT PLAN

FOR NON-EMPLOYEE DIRECTORS

AS RESTATED AS OF JANUARY 1, 1996

2

THE DETROIT EDISON COMPANY

IRREVOCABLE GRANTOR TRUST

FOR THE DTE ENERGY COMPANY

RETIREMENT PLAN

FOR NON-EMPLOYEE DIRECTORS

TABLE OF CONTENTS

EXHIBIT A

The Detroit Edison Company
IRREVOCABLE GRANTOR TRUST
FOR THE DTE ENERGY COMPANY RETIREMENT PLAN

EXHIBIT B

The Detroit Edison Company
IRREVOCABLE GRANTOR TRUST
FOR THE DTE ENERGY COMPANY RETIREMENT PLAN
FOR NON-EMPLOYEE DIRECTORS
PARTICIPANTS (as defined in the Trust)

6

THE DETROIT EDISON COMPANY

IRREVOCABLE GRANTOR TRUST

FOR THE DTE ENERGY COMPANY

RETIREMENT PLAN

FOR NON-EMPLOYEE DIRECTORS

THIS TRUST AGREEMENT is made this 7th day of August, 1995, as restated in its entirety effective January 1, 1996, by and between The Detroit Edison Company, a Michigan corporation, and The Northern Trust Company, an Illinois corporation, of Chicago, Illinois ("Trustee"), and any successor provided for in the Trust hereby evidenced, as Trustee.

WITNESSETH THAT:

WHEREAS, the Company has adopted and participates in the DTE Energy Company Retirement Plan for Non-Employee Directors ("Plan"), an unfunded benefit plan, a copy of which is attached hereto as Exhibit A, for the benefit of certain non-employee Directors of the Company listed on Exhibit B hereto, which Exhibits may be amended from time to time by the Company prior to a potential Change of Control and/or Change of Control, and without the Trustee's consent; and

WHEREAS, the Company has incurred and expects to continue to incur liabilities pursuant to the terms of the Plan, and wishes to establish an irrevocable trust by placing assets in trust, subject to the claims of the Company's creditors in the event the Company becomes Insolvent, to pay benefits under the Plan or to be applied as otherwise provided for herein; and

WHEREAS, it is the intention of the Company that amounts transferred to the Trust and the earnings thereon shall be used by the Trustee, subject to the claims of the Company's creditors in the event the Company becomes Insolvent, to satisfy the liabilities of the Company in accordance with the provisions hereof; and, upon satisfaction of all liabilities of the Company with respect to all Participants (and their

7

Beneficiaries, if applicable), the assets, if any, remaining in the Trust shall revert to the Company; and

WHEREAS, the Company intends that the existence of the Trust shall not alter the characteristics of the Plan as an unfunded plan maintained primarily for the purpose of providing deferred compensation for certain non-employee members of the Board of Directors, and shall not be construed to provide income

for federal income tax purposes to a Participant (or his or her Beneficiary) prior to the actual payment of benefits under the Plans; and

WHEREAS, the Trustee has agreed to serve as trustee of such trust;

NOW, THEREFORE, in consideration of the mutual undertakings of the Company and the Trustee, the parties do hereby establish the Trust, and agree that the Trust shall be comprised, held, and disposed of as follows:

I. DEFINITIONS Unless the context requires otherwise, definitions as used herein shall have the same meaning as in the Plan when applied to said Plan.

1.1 "Beneficiary" means the beneficiary designated as provided in the Plan as set forth in Exhibit A.

1.2 "Board of Directors" means the Company's Board of Directors, as constituted from time to time.

1.3 "Change of Control" means the occurrence of any of the following events:

(a) a change of control of a nature that would be required to be reported in response to Item 6(e) of Schedule 14A of Regulation 14A under the Securities Act of 1934, as amended (the "Exchange Act"), or any successor provisions, whether or not the Company is then subject to such reporting requirement; or

(b) any "person" (as such term is used in Sections 13(d) and 14(d) of the Exchange Act), other than the Company or an employee benefit plan maintained by the Company, is or becomes the "beneficial owner" (as defined in Rule 13d-3 under the Exchange Act), directly or indirectly, of securities of the Company representing 30% or more of the combined voting power of the Company's then outstanding securities ordinarily (and apart from rights accruing under special circumstances) having the right to vote at elections of the Board of Directors (the

"Base Capital Stock"); provided, however, that any change in the relative beneficial ownership of securities of any person resulting solely from a reduction in the aggregate number of outstanding shares of Base Capital Stock, and any decrease thereafter in such person's ownership of securities, shall be disregarded until such person increases in any manner, directly or indirectly, such person's beneficial ownership of any securities of the Company; or

(c) a change in the composition of the Company's Board of Directors, as a result of which fewer than two-thirds of the incumbent directors are directors who either

(1) had been directors of the Company 24 months prior to such change, or

(2) were elected, or nominated for election, to the Company's Board of Directors with the affirmative votes of at least a majority of the directors who had been directors of the Company 24 months prior to such change and who were still in office at the time of the election or nomination; or

(d) there shall be consummated

(1) any consolidation or merger of the Company in which the Company is not the continuing or surviving

corporation or pursuant to which shares of the Company's common stock would be converted into cash, securities, or other property, other than a merger of the Company in which the holders of the Company's common stock immediately prior to the merger have the same proportionate ownership of common stock of the surviving corporation immediately after the merger, or

(2) any sale, lease, exchange, or other transfer (in one transaction or a series of related transactions) of all, or substantially all, of the assets of the Company, or

(3) the stockholders of the Company approve a plan or proposal for the liquidation or dissolution of the Company.

Notwithstanding the foregoing provisions of this Section 1.3 a "Change of Control" shall not be deemed to have occurred by reason of the corporate reorganization (the "Reorganization") of the Company implemented pursuant to the resolution adopted by the Board of Directors of the Company on December 5, 1994 (as such resolution may be amended or supplemented from time to time), whereby it is proposed that a corporation will become the parent holding company of the Company.

The Company shall promptly notify the Trustee of a Change of Control and the Trustee may conclusively rely upon such notice and shall have no duty to independently determine whether a Change of Control has occurred.

1.4 "Company" means The Detroit Edison Company, a Michigan corporation, its successors and assigns.

1.5 "Effective Date" means August 7, 1995.

1.6 Reserved.

1.7 "Excess Assets" means assets of the Trust in excess of one hundred and twenty-five per cent (125%) of the Funding Amount.

1.8 "Funding Amount" means the actual benefit obligation on the books of the Company as of the most recent Valuation Date, certified by the Company to the Trustee, which shall be the amount necessary to ensure that the assets of the Trust Fund would, as of the most recent Valuation Date, have been sufficient to satisfy the Company's obligations due to each respective Participant under the Plan. Upon any Potential Change of Control and during any Potential Change of Control Period, however, the "Funding Amount" means one hundred and twenty per cent (120%) of the actual benefit obligation on the books of the Company as of the most recent Valuation Date, as certified by the Company to the Trustee, which shall be the amount necessary to ensure that the assets of the Trust Fund would, as of the most recent Valuation Date, have been sufficient to satisfy the Company's obligations due to each respective Participant under the Plan. The Company's obligations to each respective Participant under the Plan shall be limited to benefits attributable to services rendered by the Participant to the Company.

1.9 "General Creditors" means the unsecured general creditors of the Company, including the Participants.

10

1.10 Reserved.

1.11 "Insolvent" and "Insolvency" mean that the Company

(a) is unable to pay its debts as they become due; or

(b) is subject to a pending proceeding as a debtor under the Bankruptcy Code.

1.12 "Investment Manager" means the investment manager(s) appointed by the Company in the manner provided in Section 5.3 to direct the investment of any part or all of the assets of the Trust Fund in accordance with Article V.

1.13 "IRC" means the Internal Revenue Code of 1986, as amended.

1.14 "Participant" means an individual listed on Exhibit B attached hereto who

(a) is a Participant in the Plan because of services rendered to the Company; or

(b) would be a Participant in the Plan because of services rendered to the Company but is not due to age, years of service or active employment. The Company agrees to list all Participants on Exhibit B attached hereto. Except after a Change of Control as provided in Section 3.4, the Company may add or delete Participants by delivering a new Exhibit B to the Trustee.

1.15 Reserved.

1.16 "Plan Administrator" means the party designated under the Plan as responsible for the management, operation, and administration of the Plan.

1.17 "Potential Change of Control" means the date of the earliest occurrence of any of the following events:

(a) the Company enters into an agreement, the consummation of which would result in the occurrence of a Change of Control of the Company; or

(b) any "person" (as such term is used in Sections 13(d) and 14(d) of the Exchange Act), other than the Company or an employee benefit plan maintained by the Company, is or becomes the "beneficial owner" (as defined in

11

Rule 13d-3 under the Exchange Act), directly or indirectly, of securities of the Company representing 9.5% or more of the combined voting power of the Company's then outstanding securities ordinarily (and apart from rights accruing under special circumstances) having the right to vote at elections of the Board of Directors (the "Base Capital Stock"); provided, however, that any change in the relative beneficial ownership of securities of any person resulting solely from a reduction

in the aggregate number of outstanding shares of Base Capital Stock, and any decrease thereafter in such person's ownership of securities, shall be disregarded until such person increases in any manner, directly or indirectly, such person's beneficial ownership of any securities of the Company; or

(c) the public announcement by any individual or entity, other than the Company, that such individual or entity intends to take or to consider taking actions which, if consummated, would constitute a Change of Control of the Company; or

(d) the public announcement of any merger, acquisition, consolidation, or reorganization of the Company in which the Company is not the continuing or surviving corporation, or pursuant to which shares of the Company's common stock would be converted into cash, securities, or other property, other than a transaction in which the holders of the Company's common stock immediately prior to the merger, acquisition, consolidation, or reorganization have the same proportionate ownership of common stock of the surviving corporation immediately after the merger, acquisition, consolidation, or reorganization, including, but not limited to, the creation of a parent entity to oversee the Company; or

(e) the public announcement of the sale or other transfer of substantially all of the assets of the Company to any third party; or

Notwithstanding the foregoing provisions of this Section 1.17, a "Potential Change of Control" shall not be deemed to have occurred by reason of the Reorganization (as defined in Section 1.3).

1.18 "Potential Change of Control Period" means the one (1) year period immediately following the date of a Potential Change of Control. If a subsequent Potential Change of Control occurs during any Potential Change of Control Period, the

Potential Change of Control Period shall end one (1) year following the date of the most recent Potential Change of Control.

The Company shall promptly notify the Trustee of a Potential Change of Control and the Trustee may conclusively rely upon such notice and shall have no duty to independently determine whether a Potential Change of Control has occurred.

1.19 Reserved.

1.20 "Trust" means the irrevocable trust established pursuant to this Trust Agreement and all of the terms and conditions of this Trust Agreement, which is intended to constitute a grantor trust under IRC Section Section 671 et seq.

1.21 "Trust Fund" means all moneys, securities, and other property held by the Trustee, any custodian, or any insurance company under this Trust.

1.22 "Trustee" shall mean the trustee named herein, and any successor trustee appointed pursuant to Article VIII.

1.23 "Valuation Date" means the day in each calendar year which is the last day of the Company's fiscal year in each year, and such other times as the Company may determine. Each of (a) any date of a Potential Change of Control,

(b) the date of a Change of Control, (c) the effective date of a Trustee's resignation or removal, and (d) the date of termination of the Trust shall also be a Valuation Date if any such date occurs other than on the last business day of the Company's fiscal Year. The first Valuation Date shall be December 31, 1994.

II. ESTABLISHMENT OF THE TRUST

2.1 Trust. The Company hereby establishes the Trust with the Trustee, which Trust shall consist of such sums of money and other property acceptable to the Trustee as from time to time have been and shall be paid or delivered by the Company to the Trustee as provided herein. All such money and other property, all investments and reinvestments made therewith, or the proceeds thereof, and all investment earnings and profits thereon, less all payments and charges as authorized herein, shall constitute the Trust Fund. The Trust Fund shall be held in trust by the Trustee, and shall be dealt with in accordance with the provisions of this Trust.

2.2 Description of Trust. The Company represents and agrees that:

(a) the Trust is intended to be a grantor trust under IRC Section Section 671-678, and shall be construed accordingly. The Company intends and agrees that it is the "owner" or grantor of the Trust in its entirety, as that term is defined in subpart E, part I, subchapter J, chapter 1, subtitle A of the IRC and that, for income tax purposes, all income, deductions, and credits of the Trust Fund belong to it as owner, and will be included on its income tax or other required tax returns, and any income tax determined to be payable as a result thereof will be the sole obligation of, and will be paid by, the Company;

(b) a true and correct copy of the Plan, as in effect on the Effective Date hereof, is attached hereto as Exhibit A. The Company shall file with the Trustee, promptly upon its adoption, a true and correct copy of each amendment to the Plan;

(c) the Trust Fund is to be used to satisfy the legal obligations of the Company to Participants under the Plan as provided herein, subject to the claims of General Creditors in the event of Insolvency, and the balance of the Trust Fund, if any, remaining after payment of the Company's obligation to Participants under the Plan will revert to the Company in accordance with the Trust;

(d) contributions by the Company to the Trust which are made coincident with and subsequent to the Effective Date shall be in amounts determined under Article III hereof. The Company agrees to fund the Trust as provided therein;

(e) the principal of the Trust, and any earnings thereon shall be held by the Trustee separate and apart from other funds of Company, and shall be used exclusively for the uses and purposes as herein set forth;

(f) the Trust established under this agreement does not fund and is not intended to fund the Plan, or any other benefit plan or program of the Company. Neither the establishment of the Trust, nor the payment or delivery of assets to the Trustee shall vest any Participant in any right, title, or interest in or to any assets of the Trust Fund;

(g) participants shall have no preferred claim on, or any beneficial ownership interest in, assets of the Trust. To the extent that any

acquires the right to receive payment(s) under the Plan, any such right shall be mere unsecured contractual rights of Participants against the Company, and such Participants (or their Beneficiary(ies)) shall have only the unsecured promise of the Company that such payment(s) will be made. Any assets held by the Trust will be subject to the claims of General Creditors under federal and state law in the event of Insolvency, as defined herein, with no preference whatsoever given to claims of employees or Participants over claims of other unsecured creditors of the Company; and

(h) to the extent the Plan is covered by ERISA, the Plan is a plan for a select group of management or highly compensated employees, and as such are exempt from the application of ERISA except for the disclosure requirements applicable to such plan, for which the Company bears full responsibility as to compliance. The Company further represents that the Plan is not qualified under IRC Section 401 and therefore, is not subject to any IRC requirements applicable to tax-qualified plans.

2.3 Irrevocability. Except as provided in Article 9 and this Section 2.3, the Trust shall be irrevocable from the effective date, and the assets of the Trust Fund shall be held in accordance with the provisions hereof for the exclusive purpose of providing for the payment of the Company's obligations to pay benefits to Participants under the Plan and to satisfy the claims of General Creditors in the event of Insolvency, and defraying the expenses of the Trust. Except as provided in Section 6.6 and Section 6.8 and in the event of Insolvency, no part of the income or corpus of the Trust Fund shall be recoverable by or for the benefit of the Company.

2.4 Acceptance by the Trustee. The Trustee accepts the Trust established under this Trust Agreement on the terms and subject to the provisions set forth herein, and agrees to discharge and perform fully and faithfully all of the duties and obligations imposed upon it under this Trust.

III. CONTRIBUTIONS

3.1 Calculations of Funding Amount. By September 30, 1995, the Company shall contribute to the Trust the Funding Amount as determined on the first Valuation Date. As of each Valuation Date, and until the entire Trust Fund has been distributed, the Company (or, after a Change of Control, the Company's independent public accountants) shall recalculate the Funding Amounts.

3.2 Contributions as of Each Valuation Date. During the life of the Trust but no later than September 30 of each year, commencing no later than September 30, 1996, the Company shall contribute to the Trust such amount as is necessary to make trust assets equal the Funding Amount as of the previous Valuation Date. The Plan Administrator or its delegate (or, after a Change of Control, the Company's independent public accountants) shall provide the Trustee with written notice of the amount of the necessary contribution on or before the

date such contribution is due to the Trust. Any such payments to the Trustee do not discharge or release the Company of its obligation under the Plan or Section 6.2 to pay benefits to Participants under the Plan, and shall at all times be subject to the provisions of Article VII.

3.3 Reserved.

3.4 No Dilution of Trust. After a Change of Control, the Exhibit B in effect on the date of a Change of Control shall not be amended to include a Participant not named in the Exhibit B in effect on the date of a Change of Control, unless pursuant to the requirements of this Section 3.4, at the time of delivery to the Trustee of a proposed amended Exhibit B (the "Delivery Date"), the Company shall deliver to the Trustee a determination by the Company's independent public accountants as of the Delivery Date of the proposed amended Exhibit B of the Funding Amount calculated based on the Participants named in the Exhibit B in effect on the Date of the Change of Control and any new or additional Participants named in the proposed amended Exhibit B (the "New Funding Amount") and (b), assets in an amount necessary to make the trust assets equal the New Funding Amount. If the Trustee determines that assets of the Trust Fund, including such assets as are delivered by the Company on the Delivery Date, equal or exceed the New Funding Amount, the Trustee shall accept the amended Exhibit B. Any amended Exhibit B so accepted shall be deemed incorporated with the same effect as if otherwise included herein. Unless an Exhibit B amended after a Change of Control is accepted by the Trustee as provided in this Section, the Trustee shall have no liability, responsibility, or obligation with respect to a Participant named in any amended Exhibit B unless such Participant is named in the Exhibit B then in effect on the date of a Change of Control.

3.5 Collection. In the event the Company fails to pay over to the Trustee within one hundred and twenty (120) days of notice and demand from the Trustee (or, upon the occurrence of a Potential Change of Control or a Change of Control, within seven (7) days of notice and demand from the Trustee), any amount determined to be payable by the Company to the Trustee under Sections 3.2, 6.5 or 7.4(a) of the Trust, the Trustee may commence legal action, (which is expressly deemed to include without

limitation an alternate dispute resolution proceeding), to compel the Company to pay to the Trustee any amount determined to be payable to it under the Trust. The Trustee may bring such action against the Company in any court of competent jurisdiction, and shall be entitled to recover for the benefit of the Trust from the Company such amount, plus interest for each day at the rate of interest per annum of five (5) percentage points in excess of the prime lending rate as announced by NBD Bank, from the due date specified in the Trustee's notice and demand (or the date(s) from which pro rata payments were made, if such action is brought by the Trustee pursuant to Section 6.5 hereof) to the date of payment, plus all costs of collection, including reasonable attorneys fees and costs of litigation. The Trustee is authorized to bring action to compel payment by the Company, and, in connection with reasonable claims for delinquent contributions by the Company, to retain, at the expense of the Company, counsel and other appropriate experts, including actuaries and accountants, to aid it in pursuing litigation for collection against the Company. The Trustee's anticipated reasonable costs and expenses incurred pursuant to this Section 3.5 are payable by the Company in advance; and should the Company not make timely payment, the Trustee may charge the Trust Fund for such reasonably anticipated costs and expenses. The Trustee shall in no event be required to advance or expend its own funds in order to comply with the provisions of this Section 3.5.

IV. ACCOUNTING AND ADMINISTRATION

4.1 Trustee Recordkeeping. The Trustee shall keep or cause to be kept

accurate and detailed records of any investments, receipts, disbursements, and all other transactions required to be made by the Trustee hereunder, in accordance with such rules as may be established by the Company, including such specific records as shall be agreed upon in writing between the Company and the Trustee. All accounts, books, and records relating thereto shall be open to inspection and audit at all reasonable times by any person designated by the Company. All such accounts, books, and records shall be preserved (in original form, or on microfilm, magnetic tape, or any other similar process) for such period as the Company may determine, and the Trustee may only destroy such accounts, books, and records after first notifying the Company in writing of its intention to so, and transferring to the Company any of such accounts, books, and records requested by the Company.

4.2 Company Recordkeeping. The Company shall keep full, accurate, and detailed books and records with respect to the Participants and benefits paid and payable under the Plan, which records shall be made available to the Trustee at its request.

4.3 Periodic Accounting. Within sixty (60) days following a Valuation Date, the Trustee shall deliver to Company a written accounting, dated as of the Valuation Date, of its administration of the Trust Fund during such year or during the period from the most recent Valuation Date to the date of such current Valuation Date, which accounting shall be in accordance with the following provisions:

(a) Such accounting shall set forth all investments, receipts, disbursements, and other transactions effected the by Trust Fund during the preceding year, or during the period from the most recent Valuation Date to the date of such current Valuation Date, including a description of all securities and investments purchased and sold, with the cost or net proceeds of such purchases or sales (accrued interest paid or receivable being shown separately), and showing all cash, securities or other property held in the Trust Fund, less liabilities known to the Trustee (other than liabilities to Participants entitled to benefits under the Plans) at the end of such year or other period, as the case may be. In making a valuation, all cash, securities or other property held in the Trust Fund shall be valued at their then fair market value, and shall be in a format as may be established by the Company. A copy of each accounting so delivered to the Company shall be open to inspection at the office of the Trustee during normal business hours.

(b) If within ninety (90) days after the filing of such written accounting, the Company has not delivered to the Trustee notice of any objection to any act or transaction of the Trustee, the initial accounting shall become an account stated as between the Trustee and the Company. If any objection has been delivered to the Trustee by the Company, and if the Company is satisfied that it should be withdrawn, the Company shall signify its approval of the accounting in writing filed with the Trustee, and the accounting shall become an account stated as between the Trustee and the Company. If the accounting is adjusted following an objection thereto, the Trustee shall file and deliver the adjusted accounting to the Company. If within fifteen (15) days after such filing of an adjusted accounting, the Company has not delivered to the Trustee notice of any objection to the transactions as so adjusted, the adjusted accounting shall become an account stated as between the Trustee and the Company.

(c) Unless an accounting is fraudulent, when it becomes an account stated, it shall be finally settled, and the Trustee shall, to the extent

permitted by applicable law, be forever released and discharged from all liability and

accountability with respect to the propriety of its acts and transactions shown in such accounting.

4.4 Administrative Powers of Trustee. Except to the extent that authority with respect to the administration of the Trust has been allocated to others in accordance with this Trust, and subject to Article V, the Trustee shall have exclusive authority and discretion to manage and administer the Trust. The Trustee shall act with the care, skill, prudence and diligence under the circumstances then prevailing that a prudent person acting in like capacity and familiar with such matters would use in the conduct of an enterprise of like character and with like aims, provided, however, that Trustee shall incur no liability to any person for any action taken pursuant to a direction, request or approval given by Company which is contemplated by, and in conformity with, the terms of the Trustee's responsibilities under this Trust, and is given in writing by Company. The responsibility for maintenance of individual benefit records shall be retained by the Company, and may be delegated to such person or entity as the Company may employ from time to time. Except as otherwise provided herein, the Trustee shall have, without exclusion, all powers conferred on trustees by law and, without limiting the foregoing, shall have the following administrative powers, rights, and duties in addition to those provided elsewhere in this Trust:

(a) to manage, sell, insure, and otherwise deal with all assets held by the Trustee on such terms and conditions as the Trustee shall decide; provided however, that if the Company delivers written instructions to the Trustee, the Trustee shall follow such instructions;

(b) when directed by the Company or requested by a Participant pursuant to Article VI, to make payments from the Trust Fund to Participants and, when required by Article VII, to make payments from the Trust Fund to General Creditors entitled to payments thereunder;

(c) except as provided in Article VI and Article VII, to waive, modify, reduce, compromise, release, contest, submit to arbitration, or settle or extend the time of payment of any claims, debts, damages, or demands of any nature in favor of or against the Trustee or all or any part of the Trust Fund;

(d) to retain any disputed property until an appropriate final adjudication or release is obtained, and to represent the Trust in, or commence or defend, any litigation the Trustee considers in its discretion necessary in connection with the Trust Fund;

(e) to withhold, if the Company so directs, all or any part of any payment required to be made hereunder as may be necessary and proper to protect the Trustee or the Trust Fund against any liability or claim on account of any estate, inheritance, income or other tax or assessment attributable to any amount payable hereunder, and to discharge any such liability with any part or all of such payment so withheld in accordance

with Section 6.7;

(f) to maintain records reflecting all receipts and payments under this Trust and such other records as the Company may specify and to which the Trustee agrees, which records may be audited from time to time by the Company or anyone named by the Company; and to furnish a written accounting to the Company as of each Valuation Date, as provided in Section 4.3;

(g) if an insurance policy is held as an asset of the Trust, Trustee shall have no power to name a beneficiary of the policy other than the Trust, to assign the policy (as distinct from conversion of the policy from a different form) other than to a successor Trustee, or to loan to any person the proceeds of any borrowing against such policy. Notwithstanding the preceding sentence, the Trustee may loan to the Company the proceeds of any borrowing against an insurance policy held as an asset of the Trust;

(h) to furnish the Company with such information for tax or other purposes which the Company may reasonably request and which the Trustee may not unreasonably withhold;

(i) to employ accountants, advisors, agents, legal counsel (who, except following a Change of Control, may be legal counsel to the Company and who are not in the Company's reasonable judgment deemed to have a conflict of interest), consultants, custodians, depositories, experts and other providers of services, to consult with them with respect to the implementation and construction of this Trust, the duties of the Trustee hereunder, the transactions contemplated by this Trust, or any act which the Trustee proposes to take or omit, and to rely upon the advice of and services performed by such persons; to delegate discretionary powers to such persons and to reasonably rely upon information and advice furnished by such persons; provided that each such delegation and the acceptance thereof by each such person shall be in writing; and provided further that the Trustee may not delegate its responsibilities as to the management or control of the assets of the Trust Fund;

(j) to determine whether the Company is Insolvent, and to hold assets of the Trust Fund for the benefit of General Creditors in the event of Insolvency, as provided in Article VII hereof;

(k) to make payments to Participants, including after a Change of Control, as provided in Article VI hereof;

(l) to perform all other acts which in the Trustee's judgment are appropriate for the proper protection, management, investment, and distribution of the Trust Fund, and to carry out the purposes of the Trust.

V. INVESTMENTS

5.1 Generally. With respect to assets for which the Trustee has investment responsibility, the Trustee shall invest and reinvest the principal and income of the Trust Fund and keep the Trust Fund invested, without distinction between principal and income, in accordance with the written investment guidelines established by the Company and provided to the Trustee by the Company. If no such written investment guidelines are received by the Trustee, the assets of the Trust Fund shall be invested in such investments as determined by the Trustee in accordance with the powers contained herein.

5.2 Investment Powers of Trustee. Except to the extent that authority with respect to the management of all or a portion of the Trust Fund has been allocated to others in accordance with this Trust, the Trustee shall have exclusive authority and discretion to manage and control the Trust Fund, subject only to broad investment guidelines the Company may establish from time to time. The authority to assume responsibility for investment of assets of the Trust Fund has been retained by the Company, and the authority to hold assets of the Trust Fund may be allocated to one or more custodians or insurance companies. Except as otherwise provided herein, the Trustee shall have, without exclusion, all powers conferred on trustees by applicable law and, without limiting the foregoing, shall have the following powers, rights, and duties in addition to those provided elsewhere in this Trust:

(a) to invest and reinvest in any property wherever situated, whether real, personal, mixed, foreign or domestic, including common and preferred stocks, bonds, notes, and debentures (including convertible stocks and securities, but not including any stock, securities, or debt instruments of the Company

[unless held in a collective or commingled fund and such Company securities comprise 5% or less of the assets of such fund]), leaseholds, mortgages (including, without limitation, any collective or part interest in any bond and mortgage or note and mortgage), certificates of deposit, life insurance contracts, guaranteed investment contracts, and guaranteed annuity contract, all regardless of diversification and without being limited to investments authorized by law for the investment of trust funds;]

(b) to invest and reinvest, without distinction between principal and income, in contracts for future delivery of United States Treasury Bills, other financial instruments, or indices based on any group of securities, and in options to buy or sell indices based on any group of securities or any kind of evidences of ownership or indebtedness, including financial instruments or futures contracts relating thereto;

(c) to invest and reinvest part or all of the Trust Fund in any deposit accounts, deposit administration fund maintained by a legal reserve life insurance company in accordance with an agreement between the Trustee and such insurance company, a group annuity contract or life insurance policies issued by such insurance company to the Trustee as contract holder, any interest bearing deposits held by any financial institution having total capital and surplus of at least Fifty Million Dollars ($50,000,000), investments in any stocks, bonds, debentures, mutual fund shares, notes, commercial paper, treasury bills, and any mutual, common, commingled or collective trust funds or pooled investment funds, and to diversify such investments so as to minimize the risk of losses;

(d) to commingle assets of the Trust Fund, for investment purposes only, with assets of any common, collective, or commingled trust fund which has been or may hereafter be established and maintained by the Trustee, or by any other financial institution; provided that to the extent that any part or all of the assets of the Trust Fund for which the Trustee has investment responsibility are invested in any such common, collective or commingled trust fund or pooled investment fund which is maintained by a bank or trust company (including a bank or trust company acting as Trustee), the provisions of the documents under which such common, collective or commingled trust fund or pooled investment fund are

maintained shall govern any investment therein and provided further that prior to investing any portion of the Trust Fund for the first time in any such common, collective, or commingled trust fund, the Trustee shall advise the Company of its intent to make such an investment, and furnish to the Company

any information it may reasonably request with respect to such common, collective, or commingled trust fund (other than a trust fund established by the Company), and provided further that the Trustee shall maintain separate records with respect to each other trust of the Trust Fund;

(e) to vote stock and other voting securities personally or by proxy (and to delegate the Trustee's powers and discretion with respect to such stock or other voting securities to such proxy), to exercise subscription, conversion and other rights and options (and make payments from the Trust Fund in connection therewith), to take any action and to abstain from taking any action with respect to any reorganization, consolidation, merger, dissolution, recapitalization, refinancing and any other plan or change affecting any property constituting a part of the Trust Fund (and in connection therewith to delegate the Trustee's discretionary powers and pay assessments, subscriptions and other charges from the Trust Fund), to hold or register any property from time to time in the Trustee's name or in the name of a nominee or to hold it unregistered or in such form that title shall pass by delivery; and to borrow from anyone, including itself (to the extent permitted by law), such amounts from time to time as the Trustee considers desirable to carry out this Trust (and to mortgage or pledge all or part of the Trust Fund as security); to participate in any plan or reorganization, consolidation, merger, combination, liquidation, or other similar plan relating to any such property, and to consent to or oppose any such plan or any action thereunder, or any contract, lease, mortgage, purchase, sale, or other action by any corporation or other entity any of the securities of which may at any time be held in the Trust Fund, and to do any act with reference thereto;

(f) to retain in cash such amounts as the Trustee considers advisable and as are permitted by applicable law, and to deposit any cash so retained in any depository (including any bank acting as Trustee) which the Trustee may select, provided such depository must have total capital and surplus of at least Fifty Million Dollars ($50,000,000);

(g) when directed by the Company, and subject to Section 4.4(g), to apply for, pay premiums on, and maintain in force individual, ordinary or universal life insurance policies on the lives of Participants, which policies may contain provisions which the Company may approve or direct; to receive or acquire such policy or policies from the Company, but the Trustee may purchase a life insurance policy from a person other than the insurer which issues a policy only if the Trustee pays, transfers, or otherwise exchanges an amount no more

than the cash surrender value of the policy or policies, and the policy or

policies is (are) not subject to a mortgage or similar lien which the Trustee would be required to assume; to have with respect to such policy or policies any rights, powers, options, privileges, and benefits usually comprised in the term "incidents of ownership", and normally vested in an owner of such policy or policies to be exercised only pursuant to Company direction;

(h) to retain any property at any time received by it;

(i) to sell, to exchange, to convey, to transfer, or to dispose of, and to grant options for the purchase or exchange with respect to it, any property at any time held by it, by public or private sale, for cash or on credit, or partly for cash and partly for credit;

(j) to deposit any such property with any protective, reorganization, or similar committee; to delegate discretionary power to any such committee; and to pay part of the expenses and compensation of any such committee and any assessments levied with respect to any property so deposited;

(k) to exercise any conversion privilege or subscription right available in connection with any such property, and to do any act with reference thereto, including the exercise of options, the making of agreements or subscription, and the payment of expenses, assessment or subscription, which may be deemed necessary or advisable in connection therewith, and to hold and retain any securities or other property which it may so acquire;

(l) to extend the time of payment of any obligation held in the Trust Fund;

(m) to enter into standby agreements for future investment, either with or without a standby fee;

(n) to acquire, renew, or extend, or participate in the renewal or extension of any mortgage, and to agree to a reduction in the rate of interest on any indebtedness or mortgage or to any other modification or change in the terms of any indebtedness or mortgage, or of any guarantee pertaining thereto, in any manner and to any extent that may be deemed advisable for the protection of the Trust Fund or the preservation of any covenant or condition of any indebtedness or mortgage or in the performance of any guarantee, or to enforce any default in

such manner and to such extent as may be deemed advisable; and to exercise and enforce any and all rights of foreclosure, to bid on any property in foreclosure, to take a deed in lieu of foreclosure with or without paying a consideration therefor, and in connection therewith to release the obligation on the bond secured by such mortgage; and to exercise and enforce in any action, suit or proceeding at law or in equity any rights or remedies in respect of any such indebtedness or mortgage or guarantee;

(o) to make, execute, and deliver, as Trustee, any and all deeds, leases, notes, bonds, guarantees, mortgage, conveyance, contracts, waivers, releases, or other instruments in writing necessary or proper for the accomplishment of any of the foregoing powers;

(p) to organize under the laws of any state one or more corporations, partnerships, or trusts for the purpose of acquiring and holding title to any property that it is authorized to acquire under this Trust, and to exercise with respect thereto any or all of the powers set forth in this Trust;

(q) notwithstanding any powers granted to the Trustee pursuant to this Trust Agreement or to applicable law, the Trustee shall not have any power that could give this Trust the objective of carrying on a business and dividing the gains therefrom, within the meaning of Section 301.7701-2 of the Procedure and Administrative Regulations promulgated under the IRC; and

(r) generally to do all acts, whether or not expressly authorized, that the Trustee deems necessary or desirable for the protection of the Trust Fund, and to carry out the purposes of the Trust.

5.3 Investment Managers. The Company may appoint one or more Investment Managers to direct the investment of any part or all of the assets of the Trust Fund by the Trustee. Appointment of an Investment Manager shall be made by written notice to the Investment Manager(s) and to the Trustee, which notice shall specify those powers, rights, and duties of the Trustee under this Trust that are allocated to the Investment Manager(s) and the portion of the assets of the Trust Fund subject to the Investment Manager(s). After it receives written notice of such appointment, the Trustee shall have no obligation or responsibility for those investment duties which are allocated to an Investment Manager. An Investment Manager so appointed pursuant to this paragraph shall be either a registered investment adviser under the Investment Advisers Act of 1940, a bank, as defined in said Act, or an insurance company qualified to

manage, acquire and dispose of the assets of the Plans under the laws of more than one state of the United States. Any such Investment Manager shall acknowledge to the Company in writing that is accepts such appointment. The Trustee shall not be liable for any loss or diminution of any assets managed by an Investment Manager, including without limitation, any loss or diminution caused by any action or inaction taken or omitted by it at the direction of an Investment Manager. In addition, the Trustee shall not be liable for the diversification of any assets managed by Investment Managers of the Company, each of which shall be solely the responsibility of the Company. An Investment Manager may resign at any time upon written notice to the Trustee and the Company. The Company may remove an Investment Manager at any time by written notice to the Investment Manager and the Trustee.

The Company may by written notice to the Trustee assume investment responsibility for any portion or all of the Trust assets. The Trustee shall have no responsibility for any investments or review of such investments and shall act with respect to such assets only as directed by the Company.

5.4 Reserved.

5.5 Single Fund. All assets of the Trust Fund and of each investment fund, and the income thereon, shall be held and invested as a single fund, and the Trustee shall not make any separate investment of the Trust Fund, or make any separate investment fund, for the account of any Participant or other General Creditors prior to receipt of directions to make payments to such Participant or other General Creditors in accordance with Article VI or Article VII. All rights associated with assets of the Trust shall be exercised by Trustee or the person designated by Trustee, and shall in no event be exercisable by or rest with Participants.

VI. PAYMENTS FROM THE TRUST

6.1 Obligation of Trustee to Make Payments to Participants. The Trustee's obligation to distribute to any Participant out of the assets of the Trust Fund shall be limited to payment at such times and in such amounts as are properly in conformance with the provisions of Section 6.3. Payments to Participants

pursuant to this Article VI shall be made by the Trustee to the extent that funds in the Trust Fund are sufficient for such purpose, and shall at all times be subject to the provisions of Article VII. In the event the Company determines that it will pay benefits directly to Participants as they become due under the terms of the Plan, the Company shall notify Trustee of its decision prior to the time amounts are payable to Participants.

6.2 Obligation of the Company to Make Payments to Participants. Notwithstanding anything in the Trust to the contrary, the Company shall remain primarily liable to pay benefits under the Plan. Distributions to Participants from the Trust Fund shall discharge, reduce, and offset the Company's obligation to pay benefits to or on behalf of the Participant, to the extent of the distributions, with respect to the Plan. If the Company's obligation to pay a benefit under the Plan is not fully discharged, reduced, and offset by a distribution from the Trust, then the Company shall make the balance of each such benefit payment as it becomes due.

6.3 Distributions to Participants. Distributions which shall be made from the Trust Fund to pay benefits in accordance with the Plan shall be initiated by:

(a) written direction to the Trustee from the Plan Administrator, which direction shall certify that such distribution(s) is (are) in accordance with the Plan, and specify the timing, form, payee, and amount of such benefit payments, including any federal, state, or local income taxes to be withheld, and the Trustee shall make or commence the directed distributions after receipt of such written direction; or

(b) by the submission to the Trustee by a Participant of a certified copy of the non-appealable order of an appropriate forum with jurisdiction to settle a claim for payment(s) under the Plan.

6.4 Reserved.

6.5 Insufficient Trust Fund Assets. If at any time the Trustee determines or is advised that the Trust Fund does not have sufficient assets to permit the Trustee to make a payment property directed pursuant to this Trust, including a payment provided for under Section 10.7 of this Trust, the Trustee shall pay any benefits due (if otherwise payable hereunder) to Participants on a pro rata basis as directed by the Plan Administrator, and the Company shall make the balance of such payments as they become due. If the Plan Administrator determines that the Trust Fund does not have sufficient funds to provide for the payment of all amounts otherwise payable to Participants (or their Beneficiary(ies)) from the Trust under the Plans, it shall notify the Company and the Trustee of the amount of the deficiency, and, within forty-five (45) days of such notice, the Company deposit in trust with the Trustee the additional amounts needed to make such payments. Upon receipt of such amount by the Trustee from the Company, proceeds shall first be used by the Trustee to pay any benefits

previously due remaining unpaid, in the order in which they were due, pursuant to Plan Administrator instructions.

6.6 Payment of Excess Assets to Company. Subject to Article VII, and except as otherwise provided in this Section and Section 6.8 hereof, the Company shall have no right or power to direct the Trustee to return to the Company or to divert to others any of the Trust Fund before payment of all benefits due or to become due have been made to Participants (or their Beneficiary(ies)) pursuant to the terms of the Plan. If, as of a Valuation Date, and based on the fair market value of the Trust Fund as determined by the Trustee in accordance with Section 4.3 hereof, the Trust Fund holds Excess Assets, then in the event the Trustee has received within ninety (90) days after the most recent Valuation Date a written request executed by the Company, the Trustee shall transfer to the Company, within thirty (30) days after the receipt of the request, and provided that a Potential Change of Control Period does not exist on the date of the transfer, such assets of the Trust Fund selected by the Company which have a fair market value equal to the amount of such Excess Assets, after converting such assets to cash if requested by the Company. Any payment of Excess Assets to the Company under this Section shall not discharge or release the Company of its obligation to make any contribution required under Article III (including the requirement of a Company contribution to the Trust upon the occurrence of a Potential Change of Control or a Change of Control), and its obligation to pay benefits to Participants under the Plan. Any payment of Excess Assets in accordance with this Section shall be subject to the provisions of Article VII.

6.7 Company to Pay Withholding and Employment Taxes. Any amount paid to a Participant by the Trustee in accordance with this Article VI shall be reduced by the amount of taxes required to be withheld pursuant to Plan Administrator instructions, and the Trustee shall inform the Company of all amounts so withheld. The Company shall direct that the Trustee shall either

(a) pay to the Company a sum equal to the amount of such taxes as are required to be withheld, whereupon the Company shall have full responsibility for the payment of all withholding taxes to the appropriate taxing authorities, or

(b) pay such taxes directly to the appropriate taxing authorities for the benefit of the Company.

The Company shall be solely responsible for the payment of any employment taxes for which it is directly liable as a result of payments by the Trustee. The Company shall

furnish each Participant with the appropriate tax information form evidencing payments under the Trust and the amount(s) thereof.

6.8 Payment in Reversion to Company. Subject to Article VII, upon receipt of written certification from the Company that all obligations of the Company to Participants with respect to the Plan have been satisfied, and if the Trust Fund shall have any assets remaining, the Trustee shall distribute such remaining assets of the Trust Fund to the Company, after converting such assets to cash if requested by the Company, subject to the Trustee's right to retain such reasonable amount for compensation and expenses as provided in Section 10.7. The Trust shall thereafter terminate as provided in Section 9.2.

6.9 Reserved.

VII. PAYMENTS ON INSOLVENCY OF THE COMPANY

7.1 No Security Interest. No Participant shall have any claim on or

beneficial ownership interest in the Trust Fund before such assets are paid to the Participant, except as an unsecured creditor of the Company. The Company shall not create a security interest in the Trust Fund in favor of any Participant or any other General Creditor. At all times during the continuance of this Trust, as provided in this Article VII hereof, the principal and income of the Trust Fund shall be subject to the claims of General Creditors under federal and state law. If at any time the Trustee has received notice as provided below that Company is Insolvent, Trustee shall discontinue payments to Participants, and shall hold assets of the Trust Fund for the benefit of the Company's General Creditors, pursuant to the provisions of Section 7.3, with no preference whatsoever given claims of employees or Participants over claims of other unsecured creditors of the Company.

7.2 Determination of Insolvency. Notwithstanding any other provisions of this Trust, the following provisions shall apply:

(a) The Board of Directors and the Chief Executive Officer of the Company shall have the fiduciary duty and responsibility on behalf of General Creditors to notify the Trustee promptly in writing in the event the Company is Insolvent, and the Trustee shall have the right to rely thereon to the exclusion of all directions or claims for payment made thereafter by Participants.

(b) If the Trustee has actual knowledge that the Company is Insolvent, the Trustee shall act in accordance with Section 7.3 hereof.

(c) Unless the Trustee receives written notice from the Board of Directors or the Chief Executive Officer of the Company that the Company is Insolvent, or from a person claiming to be a General Creditor and claiming that the Company is Insolvent, the Trustee shall have no duty to inquire whether the Company is Insolvent. If the Trustee receives a written allegation from a person claiming to be a General Creditor that the Company is Insolvent, the Trustee's only duty of inquiry shall be to request that the Company's independent public accountants determine whether the Company is Insolvent, and shall suspend benefit payments pending such determination. If the Company's independent public accountants advise the Trustee that the Company is not Insolvent, it shall resume payments in accordance with this Trust. If the Trustee receives notice of the Company's Insolvency pursuant to this Section 7.2(c), it shall act in accordance with this Section and Section 7.3 hereof.

7.3 Payments When Company Is Insolvent. Notwithstanding any other provision of this Trust to the contrary, if the Trustee has actual knowledge as described in 7.2(b), has been advised pursuant to 7.2(c) or receives actual notice described in Section 7.2(a) that the Company is Insolvent

(a) by reason of Section 1.11(b), the Trustee shall suspend payments to Participants and shall notify Participants of the suspension, and shall hold the Trust Fund for the benefit of the General Creditors, and shall pay and deliver the entire amount of the Trust Fund only as a court competent jurisdiction, or duly appointed receiver or other person authorized to act by such court, may order or direct to make the Trust Fund available to satisfy the claims of the General Creditors (payments to Participants in accordance with the terms of the Plan may be resumed only pursuant to Section 7.4 hereof); or

(b) by reason of Section 1.11(a), the Trustee shall suspend payments to Participants and shall notify Participants of the suspension, and

shall (i) hold the Trust Fund for the benefit of General Creditors or (ii) pay over all or a portion of the Trust Fund to General Creditors if directed by the Company or an appropriate judicial forum.

Nothing in this Trust Agreement shall in any way diminish any rights of Participants to pursue their rights as unsecured creditors of Company with respect to benefits under the Plan, or otherwise.

7.4 Resumption of Duties after Insolvency. In the absence of notice of a Court order to the contrary, the Trustee shall resume all of its duties and responsibilities under the Trust, including payments to Participants if otherwise provided for herein, within thirty (30) days of the Trustee's receipt of a determination from the Company's independent public accounting firm that the Company is no longer Insolvent.

(a) Trust Recovery of Payments to Creditors. In the event that amounts are paid from the Trust Fund to General Creditors of the Company, then as soon as practicable after the Company is no longer Insolvent, the Company shall deposit into the Trust Fund a sum to equal to the Funding Amount, determined as of the date the Company is no longer Insolvent, which date shall be a Valuation Date. The Company (or, after a Change of Control, the Company's independent public accountants) shall provide the Trustee with written certification of such Funding Amount. If the Funding Amount is not paid by the Company within ninety (90) days of the Trustee's receipt of such notice, the Trustee shall demand payment and the provisions of Section 3.5 shall apply.

(b) Determination of Payment Amount; Resumption of Payments. Provided that there are sufficient assets of the Trust Fund, if Trustee discontinues the payment of benefits from the Trust pursuant to Section 7.3 and subsequently resumes such payments, the first payment following such discontinuance shall include the aggregate amount of all payments due to Participants under the terms of the Plan for the period of such discontinuance, as determined by the Plan Administrator, less the aggregate amount of any payments made to Participants by the Company in lieu of the payments provided for hereunder during any such period of discontinuance. If the Trustee suspends a payment to a Participant under this Section, and subsequently makes such payment, the payment shall include interest at the rate of interest per annum equal to the prime rate as published by NBD Bank for each day from the date of suspension to the date of payment, as calculated by the Plan Administrator.

7.5 Reserved.

VIII. RESIGNATION OR REMOVAL OF TRUSTEE

8.1 Resignation or Removal of Trustee. The Trustee may resign for any reason or for no reason and at any time by giving thirty (30) days prior written notice to the Company (or such shorter notice as may be agreed to by the Company and the Trustee). Subject to Section 8.2(b) hereof, the Company may

remove the Trustee, for any reason and with or without cause, by giving thirty (30) days prior written notice to the Trustee (or such shorter notice as may be agreed to by the Company and the Trustee).

8.2 Successor Trustee. In the event of the resignation or removal of a Trustee, a successor Trustee shall be appointed. Any successor Trustee appointed pursuant to this Section must be a corporation which is not an affiliate of the Company and which is authorized under the laws of the United States or of any state to administer trusts and has at the time of its appointment total capital and surplus of at least Fifty Million Dollars ($50,000,000). The Company shall give notice of any such appointment to the retiring Trustee and the successor Trustee. A successor Trustee shall be appointed in accordance with the following provisions:

(a) At any time prior to a Change of Control, a successor Trustee shall be appointed by the Company. If a Trustee should resign or be removed, and the Company does not notify the Trustee of the appointment of a successor Trustee within forty-five (45) days of its notice of its resignation or removal, then the Company shall be deemed to have failed to have appointed a successor Trustee, and the Trustee shall apply to a court of competent jurisdiction for appointment of a successor Trustee.

(b) After the occurrence of a Change of Control, the Trustee who is the Trustee on the date of the Change of Control may be removed by the Company for three (3) years from the date of the Change of Control. If a Trustee resigns or is removed at any time after the date of a Change of Control, the Trustee shall apply to a court of competent jurisdiction for appointment of a successor Trustee.

Notwithstanding Section 8.1, no resignation by or removal of the Trustee shall be effective prior to the effective date of the appointment of a successor Trustee by the Company or a court of competent jurisdiction.

8.3 Duties of Retiring and Successor Trustees. In the event of the resignation or removal of a Trustee, the retiring Trustee shall within thirty (30) days after the effective date of resignation or removal furnish to the successor Trustee and the Company a final accounting of its administration of the Trust. A successor Trustee shall succeed to the right and title of the predecessor Trustee in the assets of the Trust Fund and the retiring Trustee shall deliver the property comprising the assets of the Trust Fund (less any unpaid fees and expenses of the retiring trustee) to the successor Trustee, together with any instruments of transfer, conveyance, assignment, and further assurance as the successor Trustee may reasonably require. All of the provisions of the Trust set forth herein with respect to the Trustee shall relate to each successor Trustee with the same force and effect as if such successor Trustee had been originally named as the Trustee hereunder. To the extent permitted by law, neither the Trustee nor the successor Trustee shall be liable for any act or failure to act, and shall not be required to examine the accounts, records, or acts of the other.

8.4 Reserved.

IX. AMENDMENT AND TERMINATION OF TRUST

9.1 Amendment. Except as otherwise provided in Section 2.3 of this Trust, the Trust may be amended (but may not be not revoked unless all of the Company's obligations with respect to the Plan have been satisfied) in writing from time to time by delivery to the Trustee of such amendment executed by the

Company, which amendment shall include the effective date of such amendment. Any amendment of the Trust may be made:

(a) prior to a Change of Control, without limitation and in any manner and effective as of any date, including a retroactive effective date, if accompanied by the written certification that no Change of Control has occurred;

(b) after a Change of Control, only if a period of three (3) years has elapsed since the Change of Control, and either:

(1) such amendment is accompanied by the specific written consent to the amendment by Participants whose actuarial interests under the Plan, computed by the Company's independent public accountants as of the effective date of such amendment, represent at least 51% of the total of all actuarial interests under the Plan; or

(2) such amendment is accompanied by the opinion of legal counsel satisfactory to the Trustee that the amendment is necessary for the purpose of conforming the Trust to any present or future federal or state law (including revenue laws) relating to trusts of this or similar nature, as such laws may be amended from time to time, and a certification that a copy of such notice and opinion of counsel has been delivered to each Participant.

No amendment shall conflict with the terms of the Plan subject to amendment, and no amendment may reduce the "Funding Amount" or the contribution requirements of Article III to less than 50% of the actual benefit obligation on the books of the Company; provided such amendment shall be effective prior to a Potential Change of Control or a Change of Control. No amendment shall operate to change the duties and liabilities of the Trustee without its consent, or make the Trust revocable after it has become irrevocable in accordance with Section 2.3 hereof unless the Company has satisfied all obligations it may have with respect to the Plan as of the date of such amendment. The Company and the Trustee shall execute such amendments of the Trust as shall be necessary to give effect to any amendment made in accordance with this Section.

9.2 Termination. After all assets of the Trust Fund have been distributed by the Trustee to the Participants or their Beneficiaries in accordance with Article VI, the Trustee shall render an accounting, which shall be the final accounting, in the manner provided for in Section 4.3. Upon acceptance of the accounting by the Company, any assets remaining in the Trust Fund, after deduction of such reasonable amount for compensation and expenses as provided for in Section 10.7, shall be returned to the Company in the manner provided in Section 6.8, and the Trust shall terminate thereupon. The Trust and all the rights, titles, powers, duties, discretions and immunities imposed on or reserved to the Trustee and the Company, shall continue in effect until all assets of the Trust Fund have been distributed as provided herein.

9.3 Reserved.

X. GENERAL PROVISIONS

10.1 Coordination with Plan. The responsibilities of the Trustee shall be governed solely by the terms of this Trust Agreement.

10.2 Litigation. In any action or proceeding regarding the Trust, the Company, any assets of the Trust Fund, or the administration of the Trust, any creditors who are not parties to such action or proceedings and any other persons having or claiming to have a beneficial interest in the Trust shall not be necessary parties and shall not be entitled to any notice of process. Any final judgment which is not appealed or appealable and which may be entered in any such action or proceeding shall be binding and conclusive on the parties hereto and all persons having or claiming to have a beneficial interest in the Trust. Acceptance by a creditor of assets of the Trust Fund shall constitute a release of an equal amount of any obligations of the Company to such creditor.

10.3 Trustee's Action Conclusive. The Trustee's exercise or non-exercise of its powers and discretion in good faith shall be conclusive on all persons. No one other than the Company shall be obliged to see to the application of any money paid or property delivered to the Trustee. The certificate of the Trustee that it is acting according to this Trust will fully protect all persons dealing with the Trustee.

10.4 No Guarantee or Responsibility. Notwithstanding any other provision of this Trust to the contrary, the Trustee does not guarantee payment of any amount which may become due and payable to a Participant. The Trustee shall have no responsibility for the disclosure to Participants regarding the terms of the Plan or of this Trust, or for the validity thereof. The Trustee shall not be responsible for administrative functions under the Plan and shall have only such responsibilities under this Trust Agreement as specifically set forth herein. The Trustee will be under no liability or obligation to anyone with respect to any failure on the part of the Company, the Plan Administrator, the Company's independent public accounting firm, an Investment Manager, or a Participant to perform any of their respective obligations under the Plan or this Trust. The Trustee shall be fully protected in relying upon any notice or direction provided to it from any party in connection with the Trustee's duties hereunder which the Trustee in good faith believes to be genuine, and executed and delivered in accordance with this Trust. Nothing in this Trust shall be construed as requiring the Trustee to make any payment in excess of the amounts held in the Trust Fund at the time of such payment or otherwise to risk or expend its own funds.

10.5 Liabilities Mutually Exclusive. Each of the Trustee and the Company shall be responsible only for its own acts or omissions.

10.6 Indemnification. The Company agrees to indemnify to the extent permitted by law the Trustee and hold it harmless against Trustee's costs, expenses and

liabilities (including, without limitation, attorneys' fees and expenses) arising out of or in connection with the performance of the Trustee's duties arising hereunder (but excluding costs arising as a result of the Trustee's bad faith or gross negligence in the performance of its responsibilities hereunder), and to be primarily liable for such payments. If the Company does not pay such costs, expenses and liabilities in a reasonably timely manner, Trustee may obtain payment from the Trust. This Section shall survive the termination of the Trust.

10.7 Expenses and Compensation. The Trustee shall be paid compensation by

the Company in an amount agreed to by the Company and the Trustee. The Trustee shall be reimbursed by the Company for reasonable expenses incurred by it in the management and administration of this Trust Agreement, including the reasonable compensation of the Trustee's counsel and other agents; and if the Trustee is not timely reimbursed with respect to amounts due pursuant to this Section 10.7 (or in the case of expenses to be incurred pursuant to Section 3.5 hereof), the Trustee may charge such amounts against the Trust Fund. Any compensation or expenses so agreed upon or otherwise payable not paid by the Company on a timely basis may be charged to the Trust Fund no more frequently than quarter-annually upon notice to the Company.

10.8 Reserved.

10.9 Notice. Any notice to the Trustee or to the Company required or permitted under this Trust shall be duly and properly given and delivered if sent by certified United States mail, return receipt requested, to the Trustee at:

The Northern Trust Company
Attn: Trust Department
Fifty South LaSalle Street
Chicago, Illinois 60675

and to the Company at:

The Detroit Edison Company
Attn: Vice President and Treasurer
2000 Second Street
Detroit, Michigan 48226

or to such other address as the Trustee or the Company may specify by written notice to the other.

10.10 Antiassignment Clause. Benefits payable to Participants and their Beneficiaries under this Trust Agreement may not be anticipated, assigned (either at law or in equity), alienated, pledged, encumbered or subjected to attachment, garnishment, levy, execution or other legal or equitable process.

10.11 True and Correct Document. Any persons dealing with the Trustee may rely upon a copy of this Trust and any amendments thereto certified to be true and correct by the Trustee.

10.12 Waiver of Notice. Any notice required under this Trust may be waived by the person entitled to such notice.

10.13 Counterparts. This Trust may be executed in two or more counterparts, any one of which will be an original without reference to the others.

10.14 Gender and Number. Words denoting the masculine gender shall include the feminine and neuter genders and the singular shall include the plural and the plural shall include the singular wherever required by the context.

10.15 Successors. This Trust shall be binding on all persons entitled to payments hereunder and their respective heirs and legal representatives, and on the Company, the Trustee, and their respective successors.

10.16 Severability. If any provision of this Trust is held to be illegal or invalid, such illegality or invalidity shall not affect the remaining provisions of this Trust, which shall be construed and enforced as if such illegal or invalid provisions had never been inserted herein.

10.17 Applicable Law. The Trust shall be governed by and construed in accordance with the laws of the State of Michigan with respect to the Company's obligations and in accordance with the laws of the State of Illinois with respect to the Trustee's obligations and Trust Administration.

IN WITNESS WHEREOF, the Company and the Trustee have caused this trust agreement to be signed by their duly authorized representatives, and have caused their respective seals to be hereunto affixed, as of the Effective Date.

THE DETROIT EDISON COMPANY

By L.L. Loomans

Its

THE NORTHERN TRUST COMPANY
as Trustee

By

Its

EXHIBIT A

THE DETROIT EDISON COMPANY
IRREVOCABLE GRANTOR TRUST
FOR THE DTE ENERGY COMPANY
RETIREMENT PLAN FOR NON-EMPLOYEE DIRECTORS

The Company has established an Irrevocable Grantor Trust to pay benefits under the DTE Energy Company Retirement Plan for Non-Employee Directors . A copy of such Plan, including any amendment(s), is attached hereto.

EXHIBIT B

THE DETROIT EDISON COMPANY
IRREVOCABLE GRANTOR TRUST
FOR THE DTE ENERGY COMPANY
RETIREMENT PLAN FOR NON-EMPLOYEE DIRECTORS

PARTICIPANTS (as defined in the Trust)

as of December 31, 1995

Name	[Date of Birth]

EXHIBIT 99-7

DTE ENERGY COMPANY

IRREVOCABLE GRANTOR TRUST

FOR THE

DTE ENERGY COMPANY

PLAN FOR DEFERRING THE PAYMENT OF

DIRECTORS' FEES

EFFECTIVE JANUARY 1, 1996

DTE ENERGY COMPANY

IRREVOCABLE GRANTOR TRUST

FOR THE

DTE ENERGY COMPANY

PLAN FOR DEFERRING THE PAYMENT OF

DIRECTORS' FEES

TABLE OF CONTENTS

EXHIBIT A DTE ENERGY COMPANY
IRREVOCABLE GRANTOR TRUST
FOR THE DTE ENERGY COMPANY PLAN
FOR DEFERRING THE PAYMENT OF
DIRECTORS' FEES

EXHIBIT B DTE ENERGY COMPANY
IRREVOCABLE GRANTOR TRUST
FOR THE DTE ENERGY COMPANY
PLAN FOR DEFERRING THE PAYMENT OF
DIRECTORS' FEES
PARTICIPANTS (AS DEFINED IN THE TRUST)

DTE ENERGY COMPANY

IRREVOCABLE GRANTOR TRUST

FOR THE

DTE ENERGY COMPANY

PLAN FOR DEFERRING THE PAYMENT OF

DIRECTORS' FEES

THIS TRUST AGREEMENT is made this 1st day of January, 1996 by and between DTE Energy Company, a Michigan corporation, and The Northern Trust Company, an Illinois corporation, of Chicago Illinois ("Trustee"), and any successor provided for in the Trust hereby evidenced, as Trustee.

WITNESSETH THAT:

WHEREAS, the Company has established and maintains the DTE Energy Company Plan for Deferring the Payment of Directors' Fees ("Plan"), an unfunded benefit plan, a copy of which is attached hereto as Exhibit A, for the benefit of certain non-employee Directors of the Company listed on Exhibit B hereto, which Exhibits may be amended from time to time by the Company prior to a potential Change of Control and/or Change of Control, and without the Trustee's consent; and

WHEREAS, the Company has incurred and expects to continue to incur liabilities pursuant to the terms of the Plan, and wishes to establish an irrevocable trust by placing assets in trust, subject to the claims of the Company's creditors in the event the Company becomes Insolvent, to pay benefits under the Plan or to be applied as otherwise provided for herein; and

WHEREAS, it is the intention of the Company that amounts transferred to the Trust and the earnings thereon shall be used by the Trustee, subject to the claims of the Company's creditors in the event the Company becomes Insolvent, to satisfy the liabilities of the Company in accordance with the provisions hereof; and, upon satisfaction of all liabilities of the with respect to all Participants (and their

Beneficiaries, if applicable), the assets, if any, remaining in the Trust shall revert to the Company; and

WHEREAS, the Company intends that the existence of the Trust shall not alter the characteristics of the Plan as an unfunded plan maintained primarily for the purpose of providing deferred compensation for a select group of Directors, and shall not be construed to provide income for federal income tax purposes to a Participant (or his or her Beneficiary) prior to the actual payment of benefits under the Plans; and

WHEREAS, the Trustee has agreed to serve as trustee of such trust;

NOW, THEREFORE, in consideration of the mutual undertakings of the Company and the Trustee, the parties do hereby establish the Trust, and agree that the Trust shall be comprised, held, and disposed of as follows:

I. DEFINITIONS. Unless the context requires otherwise, definitions as used herein shall have the same meaning as in the Plan when applied to said Plan.

1.1 "Beneficiary" means the beneficiary designated as provided in

the Plan as set forth in Exhibit A.

1.2 "Board of Directors" means the Company's Board of Directors, as constituted from time to time.

1.3 "Change of Control" means the occurrence of any of the following events:

(a) a change of control of a nature that would be required to be reported in response to Item 6(e) of Schedule 14A of Regulation 14A under the Securities Act of 1934, as amended (the "Exchange Act"), or any successor provisions, whether or not the Company is then subject to such reporting requirement; or

(b) any "person" (as such term is used in Sections 13(d) and 14(d) of the Exchange Act), other than the Company or an employee benefit plan maintained by the Company, is or becomes the "beneficial owner" (as defined in Rule 13d-3 under the Exchange Act), directly or indirectly, of securities of

the Company representing 30% or more of the combined voting power of the Company's then outstanding securities ordinarily (and apart from rights accruing under special circumstances) having the right to vote at elections of the Board of Directors (the "Base Capital Stock"); provided, however, that any change in the relative beneficial ownership of securities of any person resulting solely from a reduction in the aggregate number of outstanding shares of Base Capital Stock, and any decrease thereafter in such person's ownership of securities, shall be disregarded until such person increases in any manner, directly or indirectly, such person's beneficial ownership of any securities of the Company; or

(c) a change in the composition of the Company's Board of Directors, as a result of which fewer than two-thirds of the incumbent directors are directors who either

(1) had been directors of the Company 24 months prior to such change, or

(2) were elected, or nominated for election, to the Company's Board of Directors with the affirmative votes of at least a majority of the directors who had been directors of the Company 24 months prior to such change and who were still in office at the time of the election or nomination; or

(d) there shall be consummated

(1) any consolidation or merger of the Company in which the Company is not the continuing or surviving corporation or pursuant to which shares of the Company's common stock would be converted into cash, securities, or other property, other than a merger of the Company in which the holders of the Company's common stock immediately prior to the merger have the same proportionate ownership of common stock of the surviving corporation immediately after the merger, or

(2) any sale, lease, exchange, or other transfer (in one transaction or a series of related transactions) of all, or substantially all, of the assets of the Company, or

(3) the stockholders of the Company approve a plan or proposal for the liquidation or dissolution of the Company.

Notwithstanding the foregoing provisions of this Section 1.3 a "Change of Control" shall not be deemed to have occurred by reason of the corporate reorganization (the "Reorganization") of the Company implemented pursuant to the resolution adopted by the Board of Directors of the Company on December 5, 1994 (as such resolution may be amended or supplemented from time to time), whereby it is proposed that a corporation will become the parent holding company of the Company.

The Company shall promptly notify the Trustee of a Change of Control and the Trustee may conclusively rely upon such notice and shall have no duty to independently determine whether a Change of Control has occurred.

1.4 "Company" means DTE Energy Company, a Michigan corporation, its successors and assigns.

1.5 "Effective Date" means January 1, 1996.

1.6 Reserved.

1.7 "Excess Assets" means assets of the Trust in excess of one hundred and twenty-five per cent (125%) of the Funding Amount.

1.8 "Funding Amount" means the actual benefit obligation on the books of the Company as of the most recent Valuation Date, certified by the Company to the Trustee, which shall be the amount necessary to ensure that the assets of the Trust Fund would, as of the most recent Valuation Date, have been sufficient to satisfy the Company's obligations due to each respective Participant under the Plan. Upon any Potential Change of Control and during any Potential Change of Control Period, however, the Funding Amount means one hundred and twenty per cent (120%) of the actual benefit obligation on the books of the Company as of the most recent Valuation Date, certified by the Company to the Trustee, which shall be the amount necessary to ensure that the assets of the Trust Fund would, as of the most recent Valuation Date, have been sufficient to satisfy the Company's obligations due to each respective Participant under the Plan. The Company's obligations to each

respective Participant under the Plan shall be limited to benefits attributable to service rendered by the Participant to the Company.

1.9 "General Creditors" means the unsecured general creditors of the Company, including the Participants.

1.10 Reserved.

1.11 "Insolvent" and "Insolvency" mean that the Company

(a) is unable to pay its debts as they become due; or

(b) is subject to a pending proceeding as a debtor under the Bankruptcy Code.

1.12 "Investment Manager" means the investment manager(s) appointed by the Company in the manner provided in Section 5.3 to direct the investment of any part or all of the assets of the Trust Fund in accordance with Article V.

1.13 "IRC" means the Internal Revenue Code of 1986, as amended.

1.14 "Participant" means an individual listed on Exhibit B attached hereto who

(a) is a Participant in the Plan because of service rendered to the Company; or

(b) would be a Participant in the Plan because of services rendered to the Company but is not due to age, years of service or active employment.

The Company agrees to list all Participants on Exhibit B attached hereto. Except after a Change of Control as provided in Section 3.4, the Company may add or delete Participants by delivering a new Exhibit B to the Trustee.

1.15 Reserved.

1.16 "Plan Administrator" means the party designated under the Plan as responsible for the management, operation, and administration of the Plan.

1.17 "Potential Change of Control" means the date of the earliest occurrence of any of the following events:

(a) the Company enters into an agreement, the consummation of which would result in the occurrence of a Change of Control of the Company; or

(b) any "person" (as such term is used in Sections 13(d) and 14(d) of the Exchange Act), other than the Company or an employeee benefit plan maintained by the Company, is or becomes the "beneficial owner" (as defined in Rule 13d-3 under the Exchange Act), directly or indirectly, of securities of the Company representing 9.5% or more of the combined voting power of the Company's then outstanding securities ordinarily (and apart from rights accruing under special circumstances) having the right to vote at elections of the Board of Directors (the "Base Capital Stock"); provided, however, that any change in the relative beneficial ownership of securities of any person resulting solely from a reduction in the aggregate number of outstanding shares of Base Capital Stock, and any decrease thereafter in such person's ownership of securities, shall be disregarded until such person increases in any manner, directly or indirectly, such person's beneficial ownership of any securities of the Company; or

(c) the public announcement by any individual or entity, other than the Company, that such individual or entity intends to take or to consider taking actions which, if consummated, would constitute a Change of Control of the Company; or

(d) the public announcement of any merger, acquisition, consolidation, or reorganization of the Company in which the Company is not the continuing or surviving corporation, or pursuant to which shares of the Company's common stock would be converted into cash, securities, or other property, other than a transaction in which the holders of the Company's common stock immediately prior to the merger, acquisition, consolidation, or reorganization have the same proportionate ownership of common stock of the surviving corporation immediately after the merger, acquisition, consolidation, or reorganization, including, but not limited to, the creation of a parent entity to oversee the Company; or

12

(e) the public announcement of the sale or other transfer of substantially all of the assets of the Company to any third party; or

(f) the Board of Directors of the Company adopts a resolution to the effect that a Potential Change of Control of the Company has occurred for purposes of this Trust.

Notwithstanding the foregoing provisions of this Section 1.17, a "Potential Change of Control" shall not be deemed to have occurred by reason of the Reorganization (as defined in Section 1.3).

1.18 "Potential Change of Control Period" means the one (1) year period immediately following the date of a Potential Change of Control. If a subsequent Potential Change of Control occurs during any Potential Change of Control Period, the Potential Change of Control Period shall end one (1) year following the date of the most recent Potential Change of Control.

The Company shall promptly notify the Trustee of a Potential Change of Control and the Trustee may conclusively rely upon such notice and shall have no duty to independently determine whether a Potential Change of Control has occurred.

1.19 Reserved.

1.20 "Trust" means the irrevocable trust established pursuant to this Trust Agreement and all of the terms and conditions of this Trust Agreement, which is intended to constitute a grantor trust under IRC Section Section 671 et seq.

1.21 "Trust Fund" means all moneys, securities, and other property held by the Trustee, any custodian, or any insurance company under this Trust.

1.22 "Trustee" shall mean the trustee named herein, and any successor trustee appointed pursuant to Article VIII.

1.23 "Valuation Date" means the day in each calendar year which is the last day of the Company's fiscal year in each year, and such other times as the Company may determine. Each of (a) any date of a Potential Change of Control, (b) the date of a Change of Control, (c) the effective date of a Trustee's resignation or removal,

13

and (d) the date of termination of the Trust shall also be a Valuation Date if any such date occurs other than on the last business day of the Company's fiscal Year. The first Valuation Date shall be December 31, 1996.

II. ESTABLISHMENT OF THE TRUST

2.1 Trust. The Company hereby establishes the Trust with the Trustee, which Trust shall consist of such sums of money and other property acceptable to the Trustee as from time to time have been and shall be paid or delivered by the Company to the Trustee as provided herein. All such money and other property, all investments and reinvestments made therewith, or the proceeds thereof, and all investment earnings and profits thereon, less all payments and charges as authorized herein, shall constitute the Trust Fund. The Trust Fund shall be held in trust by the Trustee, and shall be dealt with in

accordance with the provisions of this Trust.

2.2 Description of Trust. The Company represents and agrees that:

(a) the Trust is intended to be a grantor trust under IRC Section Section 671-678, and shall be construed accordingly. The Company intends and agrees that it is the "owner" or grantor of the Trust in its entirety, as that term is defined in subpart E, part I, subchapter J, chapter 1, subtitle A of the IRC and that, for income tax purposes, all income, deductions, and credits of the Trust Fund belong to it as owner, and will be included on its income tax or other required tax returns, and any income tax determined to be payable as a result thereof will be the sole obligation of, and will be paid by, the Company;

(b) a true and correct copy of the Plan, as in effect on the Effective Date hereof, is attached hereto as Exhibit A. The Company shall file with the Trustee, promptly upon its adoption, a true and correct copy of each amendment to the Plan;

(c) the Trust Fund is to be used to satisfy the legal obligations of the Company to Participants under the Plan as provided herein, subject to the claims of General Creditors in the event of Insolvency, and the balance of the Trust Fund, if any, remaining after payment of the Company's obligation to Participants under the Plan will revert to the Company in accordance with the Trust;

(d) contributions by the Company to the Trust which are made coincident with and subsequent to the Effective Date shall be in amounts determined under Article III hereof. The Company agrees to fund the Trust as provided therein;

(e) the principal of the Trust, and any earnings thereon shall be held by the Trustee separate and apart from other funds of Company, and shall be used exclusively for the uses and purposes as herein set forth;

(f) the Trust established under this agreement does not fund and is not intended to fund the Plan, or any other employee benefit plan or program of the Company. Neither the establishment of the Trust, nor the payment or delivery of assets to the Trustee shall vest any Participant in any right, title, or interest in or to any assets of the Trust Fund;

(g) participants shall have no preferred claim on, or any beneficial ownership interest in, assets of the Trust. To the extent that any Participant acquires the right to receive payment(s) under the Plan, any such right shall be mere unsecured contractual rights of Participants against the Company, and such Participants (or their Beneficiary(ies)) shall have only the unsecured promise of the Company that such payment(s) will be made. Any assets held by the Trust will be subject to the claims of General Creditors under federal and state law in the event of Insolvency, as defined herein, with no preference whatsoever given to claims of employees or Participants over claims of other unsecured creditors of the Company; and

(h) to the extent the Plan is covered by ERISA, the Plan is a plan for a select group of management or highly compensated employees, and as such is exempt from the application of ERISA except for the disclosure requirements applicable to such plan, for which the

Company bears full responsibility as to compliance. The Company further represents that the Plan is not qualified under IRC Section 401 and therefore, is not subject to any IRC requirements applicable to tax-qualified plans.

2.3 Irrevocability. Except as provided in Article 9 and this Section 2.3, the Trust shall be irrevocable from the effective date, and the assets of the Trust Fund shall be held in accordance with the provisions hereof for the exclusive purpose of providing for the payment of the Company's obligations to pay benefits to

Participants under the Plan and to satisfy the claims of General Creditors in the event of Insolvency, and defraying the expenses of the Trust. Except as provided in Section 6.6 and Section 6.8 and in the event of Insolvency, no part of the income or corpus of the Trust Fund shall be recoverable by or for the benefit of the Company.

2.4 Acceptance by the Trustee. The Trustee accepts the Trust established under this Trust Agreement on the terms and subject to the provisions set forth herein, and agrees to discharge and perform fully and faithfully all of the duties and obligations imposed upon it under this Trust.

III. CONTRIBUTIONS

3.1 Calculations of Funding Amount. By September 30, 1996, the Company shall contribute to the Trust the Funding Amount as determined on the first Valuation Date. As of each Valuation Date, and until the entire Trust Fund has been distributed, the Company (or, after a Change of Control, the Company's independent public accountants) shall recalculate the Funding Amounts.

3.2 Contributions as of Each Valuation Date. During the life of the Trust but no later than March 31 of each year, commencing no later than September 30, 1997, the Company shall contribute to the Trust such amount as is necessary to make trust assets equal the Funding Amount as of the previous Valuation Date. The Plan Administrator or its delegate (or, after a Change of Control, the Company's independent public accountants) shall provide the Trustee with written notice of the amount of the necessary contribution on or before the date such contribution is due to the Trust. Any such payments to the Trustee do not discharge or release the Company of its obligation under the Plan or Section 6.2 to pay benefits to Participants under the Plan, and shall at all times be subject to the provisions of Article VII.

3.3 Reserved.

3.4 No Dilution of Trust. After a Change of Control, the Exhibit B in effect on the date of a Change of Control shall not be amended to include a Participant not named in the Exhibit B in effect on the date of a Change of Control, unless pursuant to the requirements of this Section 3.4, at the time of delivery to the Trustee of a proposed amended Exhibit B (the "Delivery Date"), the Company shall deliver to the Trustee a determination by the Company's independent public accountants as of

the Delivery Date of the proposed amended Exhibit B of the Funding Amount calculated based on the Participants named in the Exhibit B in effect on the

Date of the Change of Control and any new or additional Participants named in the proposed amended Exhibit B (the "New Funding Amount") and (b), assets in an amount necessary to make the trust assets equal the New Funding Amount. If the Trustee determines that assets of the Trust Fund, including such assets as are delivered by the Company on the Delivery Date, equal or exceed the New Funding Amount, the Trustee shall accept the amended Exhibit B. Any amended Exhibit B so accepted shall be deemed incorporated with the same effect as if otherwise included herein. Unless an Exhibit B amended after a Change of Control is accepted by the Trustee as provided in this Section, the Trustee shall have no liability, responsibility, or obligation with respect to a Participant named in any amended Exhibit B unless such Participant is named in the Exhibit B then in effect on the date of a Change of Control.

3.5 Collection. In the event the Company fails to pay over to the Trustee within one hundred and twenty (120) days of notice and demand from the Trustee (or, upon the occurrence of a Potential Change of Control or a Change of Control, within seven (7) days of notice and demand from the Trustee), any amount determined to be payable by the Company to the Trustee under Sections 3.2, 6.5 or 7.4(a) of the Trust, the Trustee may commence legal action, (which is expressly deemed to include without limitation an alternate dispute resolution proceeding), to compel the Company to pay to the Trustee any amount determined to be payable to it under the Trust. The Trustee may bring such action against the Company in any court of competent jurisdiction, and shall be entitled to recover for the benefit of the Trust from the Company such amount, plus interest for each day at the rate of interest per annum of five (5) percentage points in excess of the prime lending rate as announced by NBD Bank, from the due date specified in the Trustee's notice and demand (or the date(s) from which pro rata payments were made, if such action is brought by the Trustee pursuant to Section 6.5 hereof) to the date of payment, plus all costs of collection, including reasonable attorneys, fees and costs of litigation. The Trustee is authorized to bring action to compel payment by the Company, and, in connection with reasonable claims for delinquent contributions by the Company, to retain, at the expense of the Company, counsel and other appropriate experts, including actuaries and accountants, to aid it in pursuing litigation for collection against the Company. The Trustee's anticipated reasonable costs and expenses incurred pursuant to this Section 3.5 are payable by the Company in advance; and should the Company not make timely payment, the Trustee may charge the Trust

Fund for such reasonably anticipated costs and expenses. The Trustee shall in no event be required to advance or expend its own funds in order to comply with the provisions of this Section 3.5.

IV. ACCOUNTING AND ADMINISTRATION

4.1 Trustee Recordkeeping. The Trustee shall keep or cause to be kept accurate and detailed records of any investments, receipts, disbursements, and all other transactions required to be made by the Trustee hereunder, in accordance with such rules as may be established by the Company, including such specific records as shall be agreed upon in writing between the Company and the Trustee. All accounts, books, and records relating thereto shall be open to inspection and audit at all reasonable times by any person designated by the Company. All such accounts, books, and records shall be preserved (in original form, or on microfilm, magnetic tape, or any other similar process) for such period as the Company may determine, and the Trustee may only destroy such accounts, books, and records after first notifying the Company in writing of its intention to so, and transferring to the Company any of such accounts, books, and records requested by the Company.

4.2 Company Recordkeeping. The Company shall keep full, accurate, and detailed books and records with respect to the Participants and benefits paid and payable under the Plan, which records shall be made available to the

Trustee at its request.

4.3 Periodic Accounting. Within sixty (60) days following a Valuation Date, the Trustee shall deliver to Company a written accounting, dated as of the Valuation Date, of its administration of the Trust Fund during such year or during the period from the most recent Valuation Date to the date of such current Valuation Date, which accounting shall be in accordance with the following provisions:

(a) Such accounting shall set forth all investments, receipts, disbursements, and other transactions effected by the Trust Fund during the preceding year, or during the period from the most recent Valuation Date to the date of such current Valuation Date, including a description of all securities and investments purchased and sold, with the cost or net proceeds of such purchases or sales (accrued interest paid or receivable being shown separately), and showing all cash, securities or other property held in the Trust Fund, less liabilities known to the Trustee (other than liabilities to

Participants entitled to benefits under the Plans) at the end of such year or other period, as the case may be. In making a valuation, all cash, securities or other property held in the Trust Fund shall be valued at their then fair market value, and shall be in a format as may be established by the Company. A copy of each accounting so delivered to the Company shall be open to inspection at the office of the Trustee during normal business hours.

(b) If within ninety (90) days after the filing of such written accounting, the Company has not delivered to the Trustee notice of any objection to any act or transaction of the Trustee, the initial accounting shall become an account stated as between the Trustee and the Company. If any objection has been delivered to the Trustee by the Company, and if the Company is satisfied that it should be withdrawn, the Company shall signify its approval of the accounting in writing filed with the Trustee, and the accounting shall become an account stated as between the Trustee and the Company. If the accounting is adjusted following an objection thereto, the Trustee shall file and deliver the adjusted accounting to the Company. If within fifteen (15) days after such filing of an adjusted accounting, the Company has not delivered to the Trustee notice of any objection to the transactions as so adjusted, the adjusted accounting shall become an account stated as between the Trustee and the Company.

(c) Unless an accounting is fraudulent, when it becomes an account stated, it shall be finally settled, and the Trustee shall, to the extent permitted by applicable law, be forever released and discharged from all liability and accountability with respect to the propriety of its acts and transactions shown in such accounting.

4.4 Administrative Powers of Trustee. Except to the extent that authority with respect to the administration of the Trust has been allocated to others in accordance with this Trust, and subject to Article V, the Trustee shall have exclusive authority and discretion to manage and administer the Trust. The Trustee shall act with the care, skill, prudence and diligence under the circumstances then prevailing that a prudent person acting in like capacity and familiar with such matters would use in the conduct of an enterprise of like character and with like aims, provided, however, that Trustee shall incur no liability to any person for any action taken pursuant to a direction, request or approval given by Company which is contemplated by, and in conformity with, the terms of the Trustee's responsibilities

under this Trust, and is given in writing by Company. The responsibility for maintenance of individual benefit records shall be retained by the Company, and may be delegated to such person or entity as the Company may employ from time to time. Except as otherwise provided herein, the Trustee shall have, without exclusion, all powers conferred on trustees by law and, without limiting the foregoing, shall have the following administrative powers, rights, and duties in addition to those provided elsewhere in this Trust:

(a) to manage, sell, insure, and otherwise deal with all assets held by the Trustee on such terms and conditions as the Trustee shall decide; provided however, that if the Company delivers written instructions to the Trustee, the Trustee shall follow such instructions;

(b) when directed by the Company or requested by a Participant pursuant to Article VI, to make payments from the Trust Fund to Participants and, when required by Article VII, to make payments from the Trust Fund to General Creditors entitled to payments thereunder;

(c) except as provided in Article VI and Article VII, to waive, modify, reduce, compromise, release, contest, submit to arbitration, or settle or extend the time of payment of any claims, debts, damages, or demands of any nature in favor of or against the Trustee or all or any part of the Trust Fund;

(d) to retain any disputed property until an appropriate final adjudication or release is obtained, and to represent the Trust in, or commence or defend, any litigation the Trustee considers in its discretion necessary in connection with the Trust Fund;

(e) to withhold, if the Company so directs, all or any part of any payment required to be made hereunder as may be necessary and proper to protect the Trustee or the Trust Fund against any liability or claim on account of any estate, inheritance, income or other tax or assessment attributable to any amount payable hereunder, and to discharge any such liability with any part or all of such payment so withheld in accordance with Section 6.7;

(f) to maintain records reflecting all receipts and payments under this Trust and such other records as the Company may specify and to which

the Trustee agrees, which records may be audited from time to time by the Company or anyone named by the Company; and to furnish a written accounting to the Company as of each Valuation Date, as provided in Section 4.3;

(g) if an insurance policy is held as an asset of the Trust, Trustee shall have no power to name a beneficiary of the policy other than the Trust, to assign the policy (as distinct from conversion of the policy from a different form) other than to a successor Trustee, or to loan to any person the proceeds of any borrowing against such policy. Notwithstanding the preceding sentence, the Trustee may loan to the Company the proceeds of any borrowing against an insurance policy held as an asset of the Trust;

(h) to furnish the Company with such information for tax or other purposes which the Company may reasonably request and which the Trustee may not unreasonably withhold;

(i) to employ accountants, advisors, agents, legal counsel (who, except following a Change of Control, may be legal counsel to the Company and who are not in the Company's reasonable judgment deemed to have a conflict of interest), consultants, custodians, depositories, experts and other providers of services, to consult with them with respect to the implementation and construction of this Trust, the duties of the Trustee hereunder, the transactions contemplated by this Trust, or any act which the Trustee proposes to take or omit, and to rely upon the advice of and services performed by such persons; to delegate discretionary powers to such persons and to reasonably rely upon information and advice furnished by such persons; provided that each such delegation and the acceptance thereof by each such person shall be in writing; and provided further that the Trustee may not delegate its responsibilities as to the management or control of the assets of the Trust Fund;

(j) to determine whether the Company is Insolvent, and to hold assets of the Trust Fund for the benefit of General Creditors in the event of Insolvency, as provided in Article VII hereof;

(k) to make payments to Participants, including after a Change of Control, as provided in Article VI hereof;

(l) to perform all other acts which in the Trustee's judgment are appropriate for the proper protection, management, investment, and distribution of the Trust Fund, and to carry out the purposes of the Trust.

V. INVESTMENTS

5.1 Generally. With respect to assets for which the Trustee has investment responsibility, the Trustee shall invest and reinvest the principal and income of the Trust Fund and keep the Trust Fund invested, without distinction between principal and income, in accordance with the written investment guidelines established by the Company and provided to the Trustee by the Company. If no such written investment guidelines are received by the Trustee, the assets of the Trust Fund shall be invested in such investments as determined by the Trustee in accordance with the powers contained herein.

5.2 Investment Powers of Trustee. Except to the extent that authority with respect to the management of all or a portion of the Trust Fund has been allocated to others in accordance with this Trust, the Trustee shall have exclusive authority and discretion to manage and control the Trust Fund, subject only to broad investment guidelines the Company may establish from time to time. The authority to assume responsibility for investment of assets of the Trust Fund has been retained by the Company, and the authority to hold assets of the Trust Fund may be allocated to one or more custodians or insurance companies. Except as otherwise provided herein, the Trustee shall have, without exclusion, all powers conferred on trustees by applicable law and, without limiting the foregoing, shall have the following powers, rights, and duties in addition to those provided elsewhere in this Trust:

(a) to invest and reinvest in any property wherever situated, whether real, personal, mixed, foreign or domestic, including common and preferred stocks, bonds, notes, and debentures (including convertible stocks and securities, but not including any stock, securities, or debt instruments of the Company [unless held in a collective or commingled fund and such Company securities comprise 5% or less of the assets of such fund]), leaseholds, mortgages (including, without limitation, any collective or part interest in any

bond and mortgage or note and mortgage), certificates of deposit, life insurance contracts, guaranteed investment contracts, and guaranteed annuity

contract, all regardless of diversification and without being limited to investments authorized by law for the investment of trust funds;

(b) to invest and reinvest, without distinction between principal and income, in contracts for future delivery of United States Treasury Bills, other financial instruments, or indices based on any group of securities, and in options to buy or sell indices based on any group of securities or any kind of evidences of ownership or indebtedness, including financial instruments or futures contracts relating thereto;

(c) to invest and reinvest part or all of the Trust Fund in any deposit accounts, deposit administration fund maintained by a legal reserve life insurance company in accordance with an agreement between the Trustee and such insurance company, a group annuity contract or life insurance policies issued by such insurance company to the Trustee as contract holder, any interest bearing deposits held by any financial institution having total capital and surplus of at least Fifty Million Dollars ($50,000,000), investments in any stocks, bonds, debentures, mutual fund shares, notes, commercial paper, treasury bills, and any mutual, common, commingled or collective trust funds or pooled investment funds, and to diversify such investments so as to minimize the risk of losses;

(d) to commingle assets of the Trust Fund, for investment purposes only, with assets of any common, collective, or commingled trust fund which has been or may hereafter be established and maintained by the Trustee, or by any other financial institution; provided that to the extent that any part or all of the assets of the Trust Fund for which the Trustee has investment responsibility are invested in any such common, collective or commingled trust fund or pooled investment fund which is maintained by a bank or trust company (including a bank or trust company acting as Trustee), the provisions of the documents under which such common, collective or commingled trust fund or pooled investment fund are maintained shall govern any investment therein and provided further that prior to investing any portion of the Trust Fund for the first time in any such common, collective, or commingled trust fund, the Trustee shall advise the Company of its intent to make such an investment, and furnish to the Company any information it may reasonably request with respect to such common, collective, or commingled trust fund (other than a trust fund established by the Company), and provided

further that the Trustee shall maintain separate records with respect to each other trust of the Trust Fund;

(e) to vote stock and other voting securities personally or by proxy (and to delegate the Trustee's powers and discretion with respect to such stock or other voting securities to such proxy), to exercise subscription, conversion and other rights and options (and

make payments from the Trust Fund in connection therewith), to take any action and to abstain from taking any action with respect to any reorganization, consolidation, merger, dissolution, recapitalization, refinancing and any other plan or change affecting any property constituting a part of the Trust Fund (and in connection therewith to delegate the Trustee's discretionary powers and pay assessments, subscriptions and other charges from the Trust Fund), to hold or register any property from time to time in the Trustee's name or in the name of a nominee or to hold it unregistered or in such form that title shall pass by delivery; and to borrow from anyone, including itself (to the extent permitted by law), such amounts from time to time as the Trustee considers desirable to carry out this Trust (and to mortgage or pledge all or part of the Trust Fund as security); to participate in any plan or reorganization, consolidation, merger, combination, liquidation, or other similar plan relating to any such property, and to consent to or oppose any such plan or any action thereunder, or any contract, lease, mortgage, purchase, sale, or other action by any corporation or other entity any of the securities of which may at any time be held in the Trust Fund, and to do any act with reference thereto;

(f) to retain in cash such amounts as the Trustee considers advisable and as are permitted by applicable law, and to deposit any cash so retained in any depository (including any bank acting as Trustee) which the Trustee may select, provided such depository must have total capital and surplus of at least Fifty Million Dollars ($50,000,000);

(g) when directed by the Company, and subject to Section 4.4(g), to apply for, pay premiums on, and maintain in force individual, ordinary or universal life insurance policies on the lives of Participants, which policies may contain provisions which the Company may approve or direct; to receive or acquire such policy or policies from the Company, but the Trustee may purchase a life insurance policy from a person other than the insurer which issues a policy only if the Trustee pays, transfers, or otherwise exchanges an

amount no more than the cash surrender value of the policy or policies, and the policy or policies is (are) not subject to a mortgage or similar lien which the Trustee would be required to assume; to have with respect to such policy or policies any rights, powers, options, privileges, and benefits usually comprised in the term "incidents of ownership", and normally vested in an owner of such policy or policies to be exercised only pursuant to Company direction;

(h) to retain any property at any time received by it;

(i) to sell, to exchange, to convey, to transfer, or to dispose of, and to grant options for the purchase or exchange with respect to it, any property at any time held by it, by public or private sale, for cash or on credit, or partly for cash and partly for credit;

(j) to deposit any such property with any protective, reorganization, or similar committee; to delegate discretionary power to any such committee; and to pay part of the expenses and compensation of any such committee and any assessments levied with respect to any property so deposited;

(k) to exercise any conversion privilege or subscription right available in connection with any such property, and to do any act with reference thereto, including the exercise of options, the making of agreements or subscription, and the payment of expenses, assessment or subscription, which may be deemed necessary or advisable

in connection therewith, and to hold and retain any securities or other property which it may so acquire;

(l) to extend the time of payment of any obligation held in the Trust Fund;

(m) to enter into standby agreements for future investment, either with or without a standby fee;

(n) to acquire, renew, or extend, or participate in the renewal or extension of any mortgage, and to agree to a reduction in the rate of interest on any indebtedness or mortgage or to any other modification or change in the terms of any indebtedness or mortgage, or of any guarantee pertaining thereto, in any manner and to any extent that may be deemed advisable for the

protection of the Trust Fund or the preservation of any covenant or condition of any indebtedness or mortgage or in the performance of any guarantee, or to enforce any default in such manner and to such extent as may be deemed advisable; and to exercise and enforce any and all rights of foreclosure, to bid on any property in foreclosure, to take a deed in lieu of foreclosure with or without paying a consideration therefor, and in connection therewith to release the obligation on the bond secured by such mortgage; and to exercise and enforce in any action, suit or proceeding at law or in equity any rights or remedies in respect of any such indebtedness or mortgage or guarantee;

(o) to make, execute, and deliver, as Trustee, any and all deeds, leases, notes, bonds, guarantees, mortgage, conveyance, contracts, waivers, releases, or other instruments in writing necessary or proper for the accomplishment of any of the foregoing powers;

(p) to organize under the laws of any state one or more corporations, partnerships, or trusts for the purpose of acquiring and holding title to any property that it is authorized to acquire under this Trust, and to exercise with respect thereto any or all of the powers set forth in this Trust;

(q) notwithstanding any powers granted to the Trustee pursuant to this Trust Agreement or to applicable law, the Trustee shall not have any power that could give this Trust the objective of carrying on a business and dividing the gains therefrom, within the meaning of Section 301.7701-2 of the Procedure and Administrative Regulations promulgated under the IRC; and

(r) generally to do all acts, whether or not expressly authorized, that the Trustee deems necessary or desirable for the protection of the Trust Fund, and to carry out the purposes of the Trust.

5.3 Investment Managers. The Company may appoint one or more Investment Managers to direct the investment of any part or all of the assets of the Trust Fund by the Trustee. Appointment of an Investment Manager shall be made by written notice to the Investment Manager(s) and to the Trustee, which notice shall specify those powers, rights, and duties of the Trustee under this Trust that are allocated to the Investment Manager(s) and the portion of the assets of the Trust Fund subject to the Investment Manager(s). After it receives written notice of such appointment, the Trustee shall have no obligation or responsibility for those

investment duties which are allocated to an Investment Manager. An Investment Manager so appointed pursuant to this paragraph shall be either a registered investment adviser under the Investment Advisers Act of 1940, a bank, as defined in said Act, or an insurance company qualified to manage, acquire and dispose of the assets of the Plans under the laws of more than one state of the United States. Any such Investment Manager shall acknowledge to the Company in writing that is accepts such appointment. The Trustee shall not be liable for any loss or diminution of any assets managed by an Investment Manager, including without limitation, any loss or diminution caused by any action or inaction taken or omitted by it at the direction of an Investment Manager. In addition, the Trustee shall not be liable for the diversification of any assets managed by Investment Managers of the Company, each of which shall be solely the responsibility of the Company. An Investment Manager may resign at any time upon written notice to the Trustee and the Company. The Company may remove an Investment Manager at any time by written notice to the Investment Manager and the Trustee.

The Company may by written notice to the Trustee assume investment responsibility for any portion or all of the Trust assets. The Trustee shall have no responsibility for any investments or review of such investments and shall act with respect to such assets only as directed by the Company.

5.4 Reserved.

5.5 Single Fund. All assets of the Trust Fund and of each investment fund, and the income thereon, shall be held and invested as a single fund, and the Trustee shall not make any separate investment of the Trust Fund, or make any separate investment fund, for the account of any Participant or other General Creditors prior to receipt of directions to make payments to such Participant or other General Creditors in accordance with Article VI or Article VII. All rights associated with assets of the Trust shall be exercised by Trustee or the person designated by Trustee, and shall in no event be exercisable by or rest with Participants.

VI. PAYMENTS FROM THE TRUST

6.1 Obligation of Trustee to Make Payments to Participants. The Trustee's obligation to distribute to any Participant out of the assets of the Trust Fund shall be limited to payment at such times and in such amounts as are properly in conformance with the provisions of Section 6.3. Payments to Participants pursuant

to this Article VI shall be made by the Trustee to the extent that funds in the Trust Fund are sufficient for such purpose, and shall at all times be subject to the provisions of Article VII. In the event the Company determines that it will pay benefits directly to Participants as they become due under the terms of the Plan, the Company shall notify Trustee of its decision prior to the time amounts are payable to Participants.

6.2 Obligation of the Company to Make Payments to Participants. Notwithstanding anything in the Trust to the contrary, the Company shall remain primarily liable to pay benefits under the Plan. Distributions to Participants from the Trust Fund shall discharge, reduce, and offset the Company's obligation to pay benefits to or on behalf of the Participant, to the extent of the distributions, with respect to the Plan. If the Company's obligation to pay a benefit under the Plan is not fully discharged, reduced, and offset by a distribution from the Trust, then the Company shall make the balance of each such benefit payment as it becomes due.

6.3 Distributions to Participants. Distributions which shall be made from the Trust Fund to pay benefits in accordance with the Plan shall be initiated by:

(a) written direction to the Trustee from the Plan Administrator, which direction shall certify that such distribution(s) is(are) in accordance with the Plan, and specify the timing, form, payee, and amount of such benefit payments, including any federal, state, or local income taxes to be withheld, and the Trustee shall make or commence the directed distributions after receipt of such written direction; or

(b) by the submission to the Trustee by a Participant of a certified copy of the non-appealable order of an appropriate forum with jurisdiction to settle a claim for payment(s) under the Plan.

6.4 Reserved.

6.5 Insufficient Trust Fund Assets. If at any time the Trustee determines or is advised that the Trust Fund does not have sufficient assets to permit the Trustee to make a payment properly directed pursuant to this Trust, including a payment provided for under Section 10.7 of this Trust, the Trustee shall pay any benefits due (if otherwise payable hereunder) to Participants on a pro rata basis as directed by the Plan Administrator, and the Company shall make the balance of such payments

as they become due. If the Plan Administrator determines that the Trust Fund does not have sufficient funds to provide for the payment of all amounts otherwise payable to Participants (or their Beneficiary(ies)) from the Trust under the Plans, it shall notify the Company and the Trustee of the amount of the deficiency, and, within forty-five (45) days of such notice, the Company deposit in trust with the Trustee the additional amounts needed to make such payments. Upon receipt of such amount by the Trustee from the Company, proceeds shall first be used by the Trustee to pay any benefits previously due remaining unpaid, in the order in which they were due, pursuant to Plan Administrator instructions.

6.6 Payment of Excess Assets to Company. Subject to Article VII, and except as otherwise provided in this Section and Section 6.8 hereof, the Company shall have no right or power to direct the Trustee to return to the Company or to divert to others any of the Trust Fund before payment of all benefits due or to become due have been made to Participants (or their Beneficiary(ies)) pursuant to the terms of the Plan. If, as of a Valuation Date, and based on the fair market value of the Trust Fund as determined by the Trustee in accordance with Section 4.3 hereof, the Trust Fund holds Excess Assets, then in the event the Trustee has received within ninety (90) days after the most recent Valuation Date a written request executed by the Company, the Trustee shall transfer to the Company, within thirty (30) days after the receipt of the request, and provided that a Potential Change of Control Period does not exist on the date of the transfer, such assets of the Trust Fund selected by the Company which have a fair market value equal to the amount of such Excess Assets, after converting such assets to cash if requested by the Company. Any payment of Excess Assets to the Company under this Section shall not discharge or release the Company of its obligation to make any contribution required under Article III (including the requirement of a Company contribution to the Trust upon the occurrence of a Potential Change of Control or a Change of Control), and its obligation to pay benefits to Participants under the Plan. Any payment of Excess Assets in accordance with this Section shall be subject to the provisions of Article VII.

6.7 Company to Pay Withholding and Employment Taxes. Any amount paid to a Participant by the Trustee in accordance with this Article VI shall

be reduced by the amount of taxes required to be withheld pursuant to Plan Administrator instructions, and the Trustee shall inform the Company of all amounts so withheld. The Company shall direct that the Trustee shall either

(a) pay to the Company a sum equal to the amount of such taxes as are required to be withheld, whereupon the Company shall have full responsibility for the payment of all withholding taxes to the appropriate taxing authorities, or

(b) pay such taxes directly to the appropriate taxing authorities for the benefit of the Company.

The Company shall be solely responsible for the payment of any employment taxes for which it is directly liable as a result of payments by the Trustee. The Company shall furnish each Participant with the appropriate tax information form evidencing payments under the Trust and the amount(s) thereof.

6.8 Payment in Reversion to Company. Subject to Article VII, upon receipt of written certification from the Company that all obligations of the Company to Participants with respect to the Plan have been satisfied, and if the Trust Fund shall have any assets remaining, the Trustee shall distribute such remaining assets of the Trust Fund to the Company, after converting such assets to cash if requested by the Company, subject to the Trustee's right to retain such reasonable amount for compensation and expenses as provided in Section 10.7. The Trust shall thereafter terminate as provided in Section 9.2.

6.9 Reserved.

VII. PAYMENTS ON INSOLVENCY OF THE COMPANY

7.1 No Security Interest. No Participant shall have any claim on or beneficial ownership interest in the Trust Fund before such assets are paid to the Participant, except as an unsecured creditor of the Company. The Company shall not create a security interest in the Trust Fund in favor of any Participant or any General Creditor. At all times during the continuance of this Trust, as provided in this Article VII hereof, the principal and income of the Trust Fund shall be subject to the claims of General Creditors under federal and state law. If at any time the Trustee has received notice as provided below that Company is Insolvent, Trustee shall discontinue payments to Participants, and shall hold assets of the Trust Fund for the benefit of the Company's General Creditors, pursuant to the provisions of Section 7.3, with no preference whatsoever given claims of employees or Participants over claims of other unsecured creditors of the Company.

7.2 Determination of Insolvency. Notwithstanding any other provisions of this Trust, the following provisions shall apply:

(a) The Board of Directors and the Chief Executive Officer of the Company shall have the fiduciary duty and responsibility on behalf of General Creditors to notify the Trustee promptly in writing in the event the Company is Insolvent, and the Trustee shall have the right to rely thereon to the exclusion of all directions or claims for payment made thereafter by Participants.

(b) If the Trustee has actual knowledge that the Company is Insolvent, the Trustee shall act in accordance with Section 7.3

hereof.

(c) Unless the Trustee receives written notice from the Board of Directors or the Chief Executive Officer of the Company that the Company is Insolvent, or from a person claiming to be a General Creditor and claiming that the Company is Insolvent, the Trustee shall have no duty to inquire whether the Company is Insolvent. If the Trustee receives a written allegation from a person claiming to be a General Creditor that the Company is Insolvent, the Trustee's only duty of inquiry shall be to request that the Company's independent public accountants determine whether the Company is Insolvent, and shall suspend benefit payments pending such determination. If the Company's independent public accountants advise the Trustee that the Company is not Insolvent, it shall resume payments in accordance with this Trust. If the Trustee receives notice of the Company's Insolvency pursuant to this Section 7.2(c), it shall act in accordance with this Section and Section 7.3 hereof.

7.3 Payments When Company Is Insolvent. Notwithstanding any other provision of this Trust to the contrary, if the Trustee has actual knowledge as described in 7.2(b), has been advised pursuant to 7.2(c) or receives actual notice described in Section 7.2(a) that the Company is Insolvent

(a) by reason of Section 1.11(b), the Trustee shall suspend payments to Participants and shall notify Participants of the suspension, and shall hold the Trust Fund for the benefit of the General Creditors, and shall pay and deliver the entire amount of the Trust Fund only as a court competent

jurisdiction, or duly appointed receiver or other person authorized to act by such court, may order or direct to make the Trust Fund available to satisfy the claims of the General Creditors (payments to Participants in accordance with the terms of the Plan may be resumed only pursuant to Section 7.4 hereof); or

(b) by reason of Section 1.11(a), the Trustee shall suspend payments to Participants and shall notify Participants of the suspension, and shall (i) hold the Trust Fund for the benefit of General Creditors or (ii)_pay over all or a portion of the Trust Fund to General Creditors if directed by the Company or an appropriate judicial forum.

Nothing in this Trust Agreement shall in any way diminish any rights of Participants to pursue their rights as unsecured creditors of Company with respect to benefits under the Plan, or otherwise.

7.4 Resumption of Duties after Insolvency. In the absence of notice of a Court order to the contrary, the Trustee shall resume all of its duties and responsibilities under the Trust, including payments to Participants if otherwise provided for herein, within thirty (30) days of the Trustee's receipt of a determination from the Company's independent public accounting firm notice pursuant to Section 7.2(c) that the Company is no longer Insolvent.

(a) Trust Recovery of Payments to Creditors. In the event that amounts are paid from the Trust Fund to General Creditors of the Company, then as soon as practicable after the Company is no longer Insolvent, the Company shall deposit into the Trust Fund a sum to equal to the Funding Amount, determined as of the date the Company is no longer Insolvent, which date shall be a Valuation Date. The Company (or, after a Change of Control, the Company's independent public accountants) shall provide the Trustee with written certification of such Funding Amount. If the Funding Amount is not paid by the Company within ninety (90) days of the Trustee's receipt

of such notice, the Trustee shall demand payment and the provisions of Section 3.5 shall apply.

(b) Determination of Payment Amount; Resumption of Payments. Provided that there are sufficient assets of the Trust Fund, if Trustee discontinues the payment of benefits from the Trust pursuant to Section 7.3 and subsequently resumes such payments, the first payment following such

discontinuance shall include the aggregate amount of all payments due to Participants under the terms of the Plan for the period of such discontinuance, as determined by the Plan Administrator, less the aggregate amount of any payments made to Participants by the Company in lieu of the payments provided for hereunder during any such period of discontinuance. If the Trustee suspends a payment to a Participant under this Section, and subsequently makes such payment, the payment shall include interest at the rate of interest per annum equal to the prime rate as published by NBD Bank for each day from the date of suspension to the date of payment, as calculated by the Plan Administrator.

7.5 Reserved.

VIII. RESIGNATION OR REMOVAL OF TRUSTEE

8.1 Resignation or Removal of Trustee. The Trustee may resign for any reason or for no reason and at any time by giving thirty (30) days prior written notice to the Company (or such shorter notice as may be agreed to by the Company and the Trustee). Subject to Section 8.2(b) hereof, the Company may remove the Trustee, for any reason and with or without cause, by giving thirty (30) days prior written notice to the Trustee (or such shorter notice as may be agreed to by the Company and the Trustee).

8.2 Successor Trustee. In the event of the resignation or removal of a Trustee, a successor Trustee shall be appointed. Any successor Trustee appointed pursuant to this Section must be a corporation which is not an affiliate of the Company and which is authorized under the laws of the United States or of any state to administer trusts and has at the time of its appointment total capital and surplus of at least Fifty Million Dollars ($50,000,000). The Company shall give notice of any such appointment to the retiring Trustee and the successor Trustee. A successor Trustee shall be appointed in accordance with the following provisions:

(a) At any time prior to a Change of Control, a successor Trustee shall be appointed by the Company. If a Trustee should resign or be removed, and the Company does not notify the Trustee of the appointment of a successor Trustee within forty-five (45) days of its notice of its resignation or removal, then the Company shall be deemed to have failed to have appointed

a successor Trustee, and the Trustee shall apply to a court of competent jurisdiction for appointment of a successor Trustee.

(b) After the occurrence of a Change of Control, the Trustee who is the Trustee on the date of the Change of Control may be removed by the Company for three (3) years from the date of the Change

of Control. If a Trustee resigns or is removed at any time after the date of a Change of Control, the Trustee shall apply to a court of competent jurisdiction for appointment of a successor Trustee.

Notwithstanding Section 8.1, no resignation by or removal of the Trustee shall be effective prior to the effective date of the appointment of a successor Trustee by the Company or a court of competent jurisdiction.

8.3 Duties of Retiring and Successor Trustees. In the event of the resignation or removal of a Trustee, the retiring Trustee shall within thirty (30) days after the effective date of resignation or removal furnish to the successor Trustee and the Company a final accounting of its administration of the Trust. A successor Trustee shall succeed to the right and title of the predecessor Trustee in the assets of the Trust Fund and the retiring Trustee shall deliver the property comprising the assets of the Trust Fund (less any unpaid fees and expenses of the retiring trustee) to the successor Trustee, together with any instruments of transfer, conveyance, assignment, and further assurance as the successor Trustee may reasonably require. All of the provisions of the Trust set forth herein with respect to the Trustee shall relate to each successor Trustee with the same force and effect as if such successor Trustee had been originally named as the Trustee hereunder. To the extent permitted by law, neither the Trustee nor the successor Trustee shall be liable for any act or failure to act, and shall not be required to examine the accounts, records, or acts of the other.

8.4 Reserved.

IX. AMENDMENT AND TERMINATION OF TRUST

9.1 Amendment. Except as otherwise provided in Section 2.3 of this Trust, the Trust may be amended (but may not be not revoked unless all of the Company's obligations with respect to the Plan have been satisfied) in writing from time to time by delivery to the Trustee of such amendment executed by the Company, which

amendment shall include the effective date of such amendment. Any amendment of the Trust may be made:

(a) prior to a Change of Control, without limitation and in any manner and effective as of any date, including a retroactive effective date, if accompanied by the written certification that no Change of Control has occurred;

(b) after a Change of Control, only if a period of three (3) years has elapsed since the Change of Control, and either:

(1) such amendment is accompanied by the specific written consent to the amendment by Participants whose actuarial interests under the Plan, computed by the Company's independent public accountants as of the effective date of such amendment, represent at least 51% of the total of all actuarial interests under the Plan; or

(2) such amendment is accompanied by the opinion of legal counsel satisfactory to the Trustee that the amendment is necessary for the purpose of conforming the Trust to any present or future federal or state law (including revenue laws) relating to trusts of this or similar nature, as such laws may be amended from time to time, and a certification that a copy of such notice and opinion of counsel has been delivered to each Participant.

No amendment shall conflict with the terms of the Plan subject to amendment, and no amendment may reduce the "Funding Amount" or the contribution requirements of Article III to less than 50% of the actual benefit obligation on the books of the Company; provided such amendment shall be effective prior to a Potential Change of Control or a Change of Control. No amendment shall operate to change the duties and liabilities of the Trustee without its consent, or make the Trust revocable after it has become irrevocable in accordance with Section 2.3 hereof unless the Company has satisfied all obligations it may have with respect to the Plan as of the date of such amendment. The Company and the Trustee shall execute such amendments of the Trust as shall be necessary to give effect to any amendment made in accordance with this Section.

9.2 Termination. After all assets of the Trust Fund have been distributed by the Trustee to the Participants or their Beneficiaries in accordance with Article VI, the Trustee shall render an accounting, which shall be the final accounting, in the manner provided for in Section 4.3. Upon acceptance of the accounting by the Company, any assets remaining in the Trust Fund, after deduction of such reasonable amount for compensation and expenses as provided for in Section 10.7, shall be returned to the Company in the manner provided in Section 6.8, and the Trust shall terminate thereupon. The Trust and all the rights, titles, powers, duties, discretions and immunities imposed on or reserved to the Trustee and the Company, shall continue in effect until all assets of the Trust Fund have been distributed as provided herein.

9.3 Reserved.

X. GENERAL PROVISIONS

10.1 Coordination with Plan. The responsibilities of the Trustee shall be governed solely by the terms of this Trust Agreement.

10.2 Litigation. In any action or proceeding regarding the Trust, the Company, any assets of the Trust Fund, or the administration of the Trust, any creditors who are not parties to such action or proceedings and any other persons having or claiming to have a beneficial interest in the Trust shall not be necessary parties and shall not be entitled to any notice of process. Any final judgment which is not appealed or appealable and which may be entered in any such action or proceeding shall be binding and conclusive on the parties hereto and all persons having or claiming to have a beneficial interest in the Trust. Acceptance by a creditor of assets of the Trust Fund shall constitute a release of an equal amount of any obligations of the Company to such creditor.

10.3 Trustee's Action Conclusive. The Trustee's exercise or non-exercise of its powers and discretion in good faith shall be conclusive on all persons. No one other than the Company shall be obliged to see to the application of any money paid or property delivered to the Trustee. The certificate of the Trustee that it is acting according to this Trust will fully protect all persons dealing with the Trustee.

10.4 No Guarantee or Responsibility. Notwithstanding any other provision of this Trust to the contrary, the Trustee does not guarantee payment of any amount

which may become due and payable to a Participant. The Trustee shall have no responsibility for the disclosure to Participants regarding the terms of the Plan or of this Trust, or for the validity thereof. The Trustee shall not be

responsible for administrative functions under the Plan and shall have only such responsibilities under this Trust Agreement as specifically set forth herein. The Trustee will be under no liability or obligation to anyone with respect to any failure on the part of the Company, the Plan Administrator, the Company's independent public accounting firm, an Investment Manager, or a Participant to perform any of their respective obligations under the Plan or this Trust. The Trustee shall be fully protected in relying upon any notice or direction provided to it from any party in connection with the Trustee's duties hereunder which the Trustee in good faith believes to be genuine, and executed and delivered in accordance with this Trust. Nothing in this Trust shall be construed as requiring the Trustee to make any payment in excess of the amounts held in the Trust Fund at the time of such payment or otherwise to risk or expend its own funds.

10.5 Liabilities Mutually Exclusive. Each of the Trustee and the Company shall be responsible only for its own acts or omissions.

10.6 Indemnification. The Company agrees to indemnify to the extent permitted by law the Trustee and hold it harmless against Trustee's costs, expenses and liabilities (including, without limitation, attorneys' fees and expenses) arising out of or in connection with the performance of the Trustee's duties arising hereunder (but excluding costs arising as a result of the Trustee's bad faith or gross negligence in the performance of its responsibilities hereunder), and to be primarily liable for such payments. If the Company does not pay such costs, expenses and liabilities in a reasonably timely manner, Trustee may obtain payment from the Trust. This Section shall survive the termination of the Trust.

10.7 Expenses and Compensation. The Trustee shall be paid compensation by the Company in an amount agreed to by the Company and the Trustee. The Trustee shall be reimbursed by the Company for reasonable expenses incurred by it in the management and administration of this Trust Agreement, including the reasonable compensation of the Trustee's counsel and other agents; and if the Trustee is not timely reimbursed with respect to amounts due pursuant to this Section 10.7 (or in the case of expenses to be incurred pursuant to Section 3.5 hereof), the Trustee may charge such amounts against the Trust Fund. Any compensation or expenses so agreed upon or otherwise payable not paid by the

Company on a timely basis may be charged to the Trust Fund no more frequently than quarter-annually upon notice to the Company.

10.8 Reserved.

10.9 Notice. Any notice to the Trustee or to the Company required or permitted under this Trust shall be duly and properly given and delivered if sent by certified United States mail, return receipt requested, to the Trustee at:

The Northern Trust Company
Attn: Trust Department
Fifty South LaSalle Street
Chicago, Illinois 60675

and to the Company at:

DTE Energy Company
Attn: Vice President and Treasurer

2000 Second Street
Detroit, Michigan 48226

or to such other address as the Trustee or the Company may specify by written notice to the other.

10.10 Antiassignment Clause. Benefits payable to Participants and their Beneficiaries under this Trust Agreement may not be anticipated, assigned (either at law or in equity), alienated, pledged, encumbered or subjected to attachment, garnishment, levy, execution or other legal or equitable process.

10.11 True and Correct Document. Any persons dealing with the Trustee may rely upon a copy of this Trust and any amendments thereto certified to be true and correct by the Trustee.

10.12 Waiver of Notice. Any notice required under this Trust may be waived by the person entitled to such notice.

10.13 Counterparts. This Trust may be executed in two or more counterparts, any one of which will be an original without reference to the others.

10.14 Gender and Number. Words denoting the masculine gender shall include the feminine and neuter genders and the singular shall include the plural and the plural shall include the singular wherever required by the context.

10.15 Successors. This Trust shall be binding on all persons entitled to payments hereunder and their respective heirs and legal representatives, and on the Company, the Trustee, and their respective successors.

10.16 Severability. If any provision of this Trust is held to be illegal or invalid, such illegality or invalidity shall not affect the remaining provisions of this Trust, which shall be construed and enforced as if such illegal or invalid provisions had never been inserted herein.

10.17 Applicable Law. The Trust shall be governed by and construed in accordance with the laws of the State of Michigan with respect to the Company's obligations and in accordance with the laws of the State of Illinois with respect to the Trustee's obligations and Trust Administration.

IN WITNESS WHEREOF, the Company and the Trustee have caused this trust agreement to be signed by their duly authorized representatives, and have caused their respective seals to be hereunto affixed, as of the Effective Date.

DTE ENERGY COMPANY

By L.L. Loomans

Its

THE NORTHERN TRUST COMPANY
as Trustee

By

Its

39

EXHIBIT A

DTE ENERGY COMPANY
IRREVOCABLE GRANTOR TRUST
FOR THE DTE ENERGY COMPANY PLAN FOR DEFERRING THE PAYMENT OF DIRECTORS' FEES

The Company has established an Irrevocable Grantor Trust to pay benefits under the DTE Energy Company Plan for Deferring the Payment of Directors' Fees. A copy of such Plan, including any amendment(s), is attached hereto.

40

EXHIBIT B

DTE ENERGY COMPANY
IRREVOCABLE GRANTOR TRUST
FOR THE
DTE ENERGY COMPAny
PLAN FOR DEFERRING THE Payment of
DIRECTORS' FEES
PARTICIPANTS (as defined in the Trust)

as of January 1, 1996

Name	[Date of Birth]

EXHIBIT 99-8

DTE ENERGY COMPANY

IRREVOCABLE GRANTOR TRUST

FOR THE

DTE ENERGY COMPANY

RETIREMENT PLAN

FOR NON-EMPLOYEE DIRECTORS

EFFECTIVE JANUARY 1, 1996

DTE ENERGY COMPANY

IRREVOCABLE GRANTOR TRUST

FOR THE

DTE ENERGY COMPANY

RETIREMENT PLAN

FOR NON-EMPLOYEE DIRECTORS

TABLE OF CONTENTS

3

4

5

DTE ENERGY COMPANY

IRREVOCABLE GRANTOR TRUST

FOR THE

DTE ENERGY COMPANY

RETIREMENT PLAN

FOR NON-EMPLOYEE DIRECTORS

THIS TRUST AGREEMENT is made this 1st day of January, 1996 by and between DTE Energy Company, a Michigan corporation, and The Northern Trust Company, an Illinois corporation, of Chicago Illinois ("Trustee"), and any successor provided for in the Trust hereby evidenced, as Trustee.

WITNESSETH THAT:

WHEREAS, the Company has established and maintains the DTE Energy Company Retirement Plan for Non-Employee Directors ("Plan"), an unfunded benefit plan, a copy of which is attached hereto as Exhibit A, for the benefit of certain non-employee Directors of the Company listed on Exhibit B hereto, which Exhibits may be amended from time to time by the Company prior to a potential Change of Control and/or Change of Control, and without the Trustee's consent; and

WHEREAS, the Company has incurred and expects to continue to incur liabilities pursuant to the terms of the Plan, and wishes to establish an irrevocable trust by placing assets in trust, subject to the claims of the Company's creditors in the event the Company becomes Insolvent, to pay benefits under the Plan or to be applied as otherwise provided for herein; and

WHEREAS, it is the intention of the Company that amounts transferred to the Trust and the earnings thereon shall be used by the Trustee, subject to the claims of the Company's creditors in the event the Company becomes Insolvent, to satisfy the liabilities of the Company in accordance with the provisions hereof; and, upon satisfaction of all liabilities of the with respect to all Participants (and their Beneficiaries, if applicable), the assets, if any, remaining in the Trust shall revert to the Company; and

WHEREAS, the Company intends that the existence of the Trust shall not alter the characteristics of the Plan as an unfunded plan maintained primarily for the purpose of providing deferred compensation for a select group of Directors, and shall not be construed to provide income for federal income tax purposes to a Participant (or his or her Beneficiary) prior to the actual payment of benefits under the Plans; and

WHEREAS, the Trustee has agreed to serve as trustee of such trust;

NOW, THEREFORE, in consideration of the mutual undertakings of the Company and the Trustee, the parties do hereby establish the Trust, and agree that the Trust shall be comprised, held, and disposed of as follows:

I. DEFINITIONS. Unless the context requires otherwise, definitions as used herein shall have the same meaning as in the Plan when applied to said Plan.

1.1 "Beneficiary" means the beneficiary designated as provided in the Plan

as set forth in Exhibit A.

1.2 "Board of Directors" means the Company's Board of Directors, as constituted from time to time.

1.3 "Change of Control" means the occurrence of any of the following events:

(a) a change of control of a nature that would be required to be reported in response to Item 6(e) of Schedule 14A of Regulation 14A under the Securities Act of 1934, as amended (the "Exchange Act"), or any successor provisions, whether or not the Company is then subject to such reporting requirement; or

(b) any "person" (as such term is used in Sections 13(d) and 14(d) of the Exchange Act), other than the Company or an employee benefit plan maintained by the Company, is or becomes the "beneficial owner" (as defined in Rule 13d-3 under the Exchange Act), directly or indirectly, of securities of the Company representing 30% or more of the combined voting power of the Company's then outstanding securities ordinarily (and apart from rights

accruing under special circumstances) having the right to vote at elections of the Board of Directors (the "Base Capital Stock"); provided, however, that any change in the relative beneficial ownership of securities of any person resulting solely from a reduction in the aggregate number of outstanding shares of Base Capital Stock, and any decrease thereafter in such person's ownership of securities, shall be disregarded until such person increases in any manner, directly or indirectly, such person's beneficial ownership of any securities of the Company; or

(c) a change in the composition of the Company's Board of Directors, as a result of which fewer than two-thirds of the incumbent directors are directors who either

(1) had been directors of the Company 24 months prior to such change, or

(2) were elected, or nominated for election, to the Company's Board of Directors with the affirmative votes of at least a majority of the directors who had been directors of the Company 24 months prior to such change and who were still in office at the time of the election or nomination; or

(d) there shall be consummated

(1) any consolidation or merger of the Company in which the Company is not the continuing or surviving corporation or pursuant to which shares of the Company's common stock would be converted into cash, securities, or other property, other than a merger of the Company in which the holders of the Company's common stock immediately prior to the merger have the same proportionate ownership of common stock of the surviving corporation immediately after the merger, or

(2) any sale, lease, exchange, or other transfer (in one transaction or a series of related transactions) of all, or substantially all, of the assets of the Company, or

(3) the stockholders of the Company approve a plan or proposal for the liquidation or dissolution of the Company.

Notwithstanding the foregoing provisions of this Section 1.3 a "Change of Control" shall not be deemed to have occurred by reason of the corporate reorganization (the "Reorganization") of the Company implemented pursuant to the resolution adopted by the Board of Directors of the Company on December 5, 1994 (as such resolution may be amended or supplemented from time to time), whereby it is proposed that a corporation will become the parent holding company of the Company.

The Company shall promptly notify the Trustee of a Change of Control and the Trustee may conclusively rely upon such notice and shall have no duty to independently determine whether a Change of Control has occurred.

1.4 "Company" means DTE Energy Company, a Michigan corporation, its successors and assigns.

1.5 "Effective Date" means January 1, 1996.

1.6 Reserved.

1.7 "Excess Assets" means assets of the Trust in excess of one hundred and twenty-five per cent (125%) of the Funding Amount.

1.8 "Funding Amount" means the actual benefit obligation on the books of the Company as of the most recent Valuation Date, certified by the Company to the Trustee, which shall be the amount necessary to ensure that the assets of the Trust Fund would, as of the most recent Valuation Date, have been sufficient to satisfy the Company's obligations due to each respective Participant under the Plan. Upon any Potential Change of Control and during any Potential Change of Control Period, however, the Funding Amount means one hundred and twenty per cent (120%) of the actual benefit obligation on the books of the Company as of the most recent Valuation Date, certified by the Company to the Trustee, which shall be the amount necessary to ensure that the assets of the Trust Fund would, as of the most recent Valuation Date, have been sufficient to satisfy the Company's obligations due to each respective Participant under the Plan. The Company's obligations to each respective Participant under the Plan shall be limited to benefits attributable to service rendered by the Participant to the Company.

1.9 "General Creditors" means the unsecured general creditors of the Company, including the Participants.

1.10 Reserved.

1.11 "Insolvent" and "Insolvency" mean that the Company

(a) is unable to pay its debts as they become due; or

(b) is subject to a pending proceeding as a debtor under the Bankruptcy Code.

1.12 "Investment Manager" means the investment manager(s) appointed by the Company in the manner provided in Section 5.3 to direct the investment of any part or all of the assets of the Trust Fund in accordance with Article V.

1.13 "IRC" means the Internal Revenue Code of 1986, as amended.

1.14 "Participant" means an individual listed on Exhibit B attached hereto who

(a) is a Participant in the Plan because of services rendered to the Company; or

(b) would be a Participant in the Plan because of services rendered to the Company but is not due to age, years of service or active employment.

The Company agrees to list all Participants on Exhibit B attached hereto. Except after a Change of Control as provided in Section 3.4, the Company may add or delete Participants by delivering a new Exhibit B to the Trustee.

1.15 Reserved.

1.16 "Plan Administrator" means the party designated under the Plan as responsible for the management, operation, and administration of the Plan.

1.17 "Potential Change of Control" means the date of the earliest occurrence of any of the following events:

(a) the Company enters into an agreement, the consummation of which would result in the occurrence of a Change of Control of the Company; or

(b) any "person" (as such term is used in Sections 13(d) and 14(d) of the Exchange Act), other than the Company or an employee benefit plan maintained by the Company, is or becomes the "beneficial owner" (as defined in Rule 13d-3 under the Exchange Act), directly or indirectly, of securities of the Company representing 9.5% or more of the combined voting power of the Company's then outstanding securities ordinarily (and apart from rights accruing under special circumstances) having the right to vote at elections of the Board of Directors (the "Base Capital Stock"); provided, however, that any change in the relative beneficial ownership of securities of any person resulting solely from a reduction in the aggregate number of outstanding shares of Base Capital Stock, and any decrease thereafter in such person's ownership of securities, shall be disregarded until such person increases in any manner, directly or indirectly, such person's beneficial ownership of any securities of the Company; or

(c) the public announcement by any individual or entity, other than the Company, that such individual or entity intends to take or to consider taking actions which, if consummated, would constitute a Change of Control of the Company; or

(d) the public announcement of any merger, acquisition, consolidation, or reorganization of the Company in which the Company is not the continuing or surviving corporation, or pursuant to which shares of the Company's common stock would be converted into cash, securities, or other property, other than a transaction in which the holders of the Company's common stock immediately prior to the merger, acquisition, consolidation, or reorganization have the same proportionate ownership of common stock of the surviving corporation immediately after the merger, acquisition, consolidation, or reorganization, including, but not limited to, the creation of a parent entity to oversee the Company; or

(e) the public announcement of the sale or other transfer of substantially all of the assets of the Company to any third party; or

(f) the Board of Directors of the Company adopts a resolution to the effect that a Potential Change of Control of the Company has occurred for purposes of this Trust.

Notwithstanding the foregoing provisions of this Section 1.17, a "Potential Change of Control" shall not be deemed to have occurred by reason of the Reorganization (as defined in Section 1.3).

1.18 "Potential Change of Control Period" means the one (1) year period immediately following the date of a Potential Change of Control. If a subsequent Potential Change of Control occurs during any Potential Change of Control Period, the Potential Change of Control Period shall end one (1) year following the date of the most recent Potential Change of Control.

The Company shall promptly notify the Trustee of a Potential Change of Control and the Trustee may conclusively rely upon such notice and shall have no duty to independently determine whether a Potential Change of Control has occurred.

1.19 Reserved.

1.20 "Trust" means the irrevocable trust established pursuant to this Trust Agreement and all of the terms and conditions of this Trust Agreement, which is intended to constitute a grantor trust under IRC Section Section et seq.

1.21 "Trust Fund" means all moneys, securities, and other property held by the Trustee, any custodian, or any insurance company under this Trust.

1.22 "Trustee" shall mean the trustee named herein, and any 1.20 "Trust" means the irrevocable trust established pursuant to this Trust Agreement and all of the terms and conditions of this Trust Agreement, which is intended to constitute a grantor trust under IRC Section Section 671 et seq.

1.23 "Valuation Date" means the day in each calendar year which is the last day of the Company's fiscal year in each year, and such other times as the Company may determine. Each of (a) any date of a Potential Change of Control, (b) the date of a Change of Control, (c) the effective date of a Trustee's resignation or removal,

and (d) the date of termination of the Trust shall also be a Valuation Date if any such date occurs other than on the last business day of the Company's fiscal Year. The first Valuation Date shall be December 31, 1996.

II. ESTABLISHMENT OF THE TRUST

2.1 Trust. The Company hereby establishes the Trust with the Trustee, which Trust shall consist of such sums of money and other property acceptable to the Trustee as from time to time have been and shall be paid or delivered by the Company to the Trustee as provided herein. All such money and other property, all investments and reinvestments made therewith, or the proceeds thereof, and all investment earnings and profits thereon, less all payments and charges as authorized herein, shall constitute the Trust Fund. The Trust Fund shall be held in trust by the Trustee, and shall be dealt with in accordance with the provisions of this Trust.

2.2 Description of Trust. The Company represents and agrees that:

(a) the Trust is intended to be a grantor trust under IRC Section Section 671-678, and shall be construed accordingly. The Company intends and agrees that it is the "owner" or grantor of the Trust in its entirety, as that term is defined in subpart E, part I, subchapter J, chapter 1, subtitle A of the IRC and that, for income tax purposes, all income, deductions, and credits of the Trust Fund belong to it as owner, and will be included on its income tax or other required tax returns, and any income tax determined to be payable as a result thereof will be the sole obligation of, and will be paid by, the Company;

(b) a true and correct copy of the Plan, as in effect on the Effective Date hereof, is attached hereto as Exhibit A. The Company shall file with the Trustee, promptly upon its adoption, a true and correct copy of each amendment to the Plan;

(c) the Trust Fund is to be used to satisfy the legal obligations of the Company to Participants under the Plan as provided herein, subject to the claims of General Creditors in the event of Insolvency, and the balance of the Trust Fund, if any, remaining after payment of the Company's obligation to Participants under the Plan will revert to the Company in accordance with the Trust;

(d) contributions by the Company to the Trust which are made coincident with and subsequent to the Effective Date shall be in amounts determined under Article III hereof. The Company agrees to fund the Trust as provided therein;

(e) the principal of the Trust, and any earnings thereon shall be held by the Trustee separate and apart from other funds of Company, and shall be used exclusively for the uses and purposes as herein set forth;

(f) the Trust established under this agreement does not fund and is not intended to fund the Plan, or any other employee benefit plan or program of the Company. Neither the establishment of the Trust, nor the payment or delivery of assets to the Trustee shall vest any Participant

in any right, title, or interest in or to any assets of the Trust Fund;

(g) participants shall have no preferred claim on, or any beneficial ownership interest in, assets of the Trust. To the extent that any Participant acquires the right to receive payment(s) under the Plan, any such right shall be mere unsecured contractual rights of Participants against the Company, and such Participants (or their Beneficiary(ies)) shall have only the unsecured promise of the Company that such payment(s) will be made. Any assets held by the Trust will be subject to the claims of General Creditors under federal and state law in the event of Insolvency, as defined herein, with no preference whatsoever given to claims of employees or Participants over claims of other unsecured creditors of the Company; and

(h) to the extent the Plan is covered by ERISA, the Plan is a plan for a select group of management or highly compensated employees, and as such is exempt from the application of ERISA except for the disclosure requirements applicable to such plan, for which the Company bears full responsibility as to compliance. The Company further represents that the Plan is not qualified under IRC Section 401 and therefore, is not subject to any IRC requirements applicable to tax-qualified plans.

2.3 Irrevocability. Except as provided in Article 9 and this Section 2.3, the Trust shall be irrevocable from the effective date, and the assets of the Trust Fund shall be held in accordance with the provisions hereof for the exclusive purpose of providing for the payment of the Company's obligations to pay benefits to

Participants under the Plan and to satisfy the claims of General Creditors in the event of Insolvency, and defraying the expenses of the Trust. Except as provided in Section 6.6 and Section 6.8 and in the event of Insolvency, no part of the income or corpus of the Trust Fund shall be recoverable by or for the benefit of the Company.

2.4 Acceptance by the Trustee. The Trustee accepts the Trust established under this Trust Agreement on the terms and subject to the provisions set forth herein, and agrees to discharge and perform fully and faithfully all of the duties and obligations imposed upon it under this Trust.

III. CONTRIBUTIONS

3.1 Calculations of Funding Amount. By September 30, 1996, the Company shall contribute to the Trust the Funding Amount as determined on the first Valuation Date. As of each Valuation Date, and until the entire Trust Fund has been distributed, the Company (or, after a Change of Control, the Company's independent public accountants) shall recalculate the Funding Amounts.

3.2 Contributions as of Each Valuation Date. During the life of the Trust but no later than March 31 of each year, commencing no later than September 30, 1997, the Company shall contribute to the Trust such amount as is necessary to make trust assets equal the Funding Amount as of the previous Valuation Date. The Plan Administrator or its delegate (or, after a Change of Control, the Company's independent public accountants) shall provide the Trustee with written notice of the amount of the necessary contribution on or before the date such contribution is due to the Trust. Any such payments to the Trustee do not discharge or release the Company of its obligation under the Plan or Section 6.2 to pay benefits to Participants under the Plan, and shall at all times be subject to the provisions of Article VII.

3.3 Reserved.

3.4 No Dilution of Trust. After a Change of Control, the Exhibit B in effect on the date of a Change of Control shall not be amended to include a Participant not named in the Exhibit B in effect on the date of a Change of Control, unless pursuant to the requirements of this Section 3.4, at the time of delivery to the Trustee of a proposed amended Exhibit B (the "Delivery Date"), the Company shall deliver to the Trustee a determination by the Company's independent public accountants as of

the Delivery Date of the proposed amended Exhibit B of the Funding Amount calculated based on the Participants named in the Exhibit B in effect on the Date of the Change of Control and any new or additional Participants named in the proposed amended Exhibit B (the "New Funding Amount") and (b), assets in an amount necessary to make the trust assets equal the New Funding Amount. If the Trustee determines that assets of the Trust Fund, including such assets as are delivered by the Company on the Delivery Date, equal or exceed the New Funding Amount, the Trustee shall accept the amended Exhibit B. Any amended Exhibit B so accepted shall be deemed incorporated with the same effect as if otherwise included herein. Unless an Exhibit B amended after a Change of Control is accepted by the Trustee as provided in this Section, the Trustee shall have no liability, responsibility, or obligation with respect to a Participant named in any amended Exhibit B unless such Participant is named in the Exhibit B then in effect on the date of a Change of Control.

3.5 Collection. In the event the Company fails to pay over to the Trustee within one hundred and twenty (120) days of notice and demand from the Trustee (or, upon the occurrence of a Potential Change of Control or a Change of Control, within seven (7) days of notice and demand from the Trustee), any amount determined to be payable by the Company to the Trustee under Sections 3.2, 6.5 or 7.4(a) of the Trust, the Trustee may commence legal action, (which is expressly deemed to include without limitation an alternate dispute resolution proceeding), to compel the Company to pay to the Trustee any amount determined to be payable to it under the Trust. The Trustee may bring such action against the Company in any court of competent jurisdiction, and shall be entitled to recover for the benefit of the Trust from the Company such amount, plus interest for each day at the rate of interest per annum of five (5) percentage points in excess of the prime lending rate as announced by NBD Bank, from the due date specified in the Trustee's notice and demand (or the date(s) from which pro rata payments were made, if such action is brought by the Trustee pursuant to Section 6.5 hereof) to the date of payment, plus all costs of collection, including reasonable attorneys, fees and costs of litigation. The Trustee is authorized to bring action to compel payment by the Company, and, in connection with reasonable claims for delinquent contributions by the Company, to retain, at the expense of the Company, counsel and other appropriate experts, including actuaries and accountants, to aid it in pursuing litigation for collection against the Company. The Trustee's anticipated reasonable costs and expenses incurred pursuant to this Section 3.5 are payable by the Company in advance; and should the Company not make timely payment, the Trustee may charge the Trust

Fund for such reasonably anticipated costs and expenses. The Trustee shall in no event be required to advance or expend its own funds in order to comply with

the provisions of this Section 3.5.

IV. ACCOUNTING AND ADMINISTRATION

4.1 Trustee Recordkeeping. The Trustee shall keep or cause to be kept accurate and detailed records of any investments, receipts, disbursements, and all other transactions required to be made by the Trustee hereunder, in accordance with such rules as may be established by the Company, including such specific records as shall be agreed upon in writing between the Company and the Trustee. All accounts, books, and records relating thereto shall be open to inspection and audit at all reasonable times by any person designated by the Company. All such accounts, books, and records shall be preserved (in original form, or on microfilm, magnetic tape, or any other similar process) for such period as the Company may determine, and the Trustee may only destroy such accounts, books, and records after first notifying the Company in writing of its intention to so, and transferring to the Company any of such accounts, books, and records requested by the Company.

4.2 Company Recordkeeping. The Company shall keep full, accurate, and detailed books and records with respect to the Participants and benefits paid and payable under the Plan, which records shall be made available to the Trustee at its request.

4.3 Periodic Accounting. Within sixty (60) days following a Valuation Date, the Trustee shall deliver to Company a written accounting, dated as of the Valuation Date, of its administration of the Trust Fund during such year or during the period from the most recent Valuation Date to the date of such current Valuation Date, which accounting shall be in accordance with the following provisions:

(a) Such accounting shall set forth all investments, receipts, disbursements, and other transactions effected by the Trust Fund during the preceding year, or during the period from the most recent Valuation Date to the date of such current Valuation Date, including a description of all securities and investments purchased and sold, with the cost or net proceeds of such purchases or sales (accrued interest paid or receivable being shown separately), and showing all cash, securities or other property held in the Trust Fund, less liabilities known to the Trustee (other than liabilities to

Participants entitled to benefits under the Plans) at the end of such year or other period, as the case may be. In making a valuation, all cash, securities or other property held in the Trust Fund shall be valued at their then fair market value, and shall be in a format as may be established by the Company. A copy of each accounting so delivered to the Company shall be open to inspection at the office of the Trustee during normal business hours.

(b) If within ninety (90) days after the filing of such written accounting, the Company has not delivered to the Trustee notice of any objection to any act or transaction of the Trustee, the initial accounting shall become an account stated as between the Trustee and the Company. If any objection has been delivered to the Trustee by the Company, and if the Company is satisfied that it should be withdrawn, the Company shall signify its approval of the accounting in writing filed with the Trustee, and the accounting shall become an account stated as between the Trustee and the Company. If the accounting is adjusted following an objection thereto, the Trustee shall file and deliver the adjusted accounting to the Company. If within fifteen (15) days after such filing of an adjusted accounting, the Company has not delivered to

the Trustee notice of any objection to the transactions as so adjusted, the adjusted accounting shall become an account stated as between the Trustee and the Company.

(c) Unless an accounting is fraudulent, when it becomes an account stated, it shall be finally settled, and the Trustee shall, to the extent permitted by applicable law, be forever released and discharged from all liability and accountability with respect to the propriety of its acts and transactions shown in such accounting.

4.4 Administrative Powers of Trustee. Except to the extent that authority with respect to the administration of the Trust has been allocated to others in accordance with this Trust, and subject to Article V, the Trustee shall have exclusive authority and discretion to manage and administer the Trust. The Trustee shall act with the care, skill, prudence and diligence under the circumstances then prevailing that a prudent person acting in like capacity and familiar with such matters would use in the conduct of an enterprise of like character and with like aims, provided, however, that Trustee shall incur no liability to any person for any action taken pursuant to a direction, request or approval given by Company which is contemplated by, and in conformity with, the terms of the Trustee's responsibilities

under this Trust, and is given in writing by Company. The responsibility for maintenance of individual benefit records shall be retained by the Company, and may be delegated to such person or entity as the Company may employ from time to time. Except as otherwise provided herein, the Trustee shall have, without exclusion, all powers conferred on trustees by law and, without limiting the foregoing, shall have the following administrative powers, rights, and duties in addition to those provided elsewhere in this Trust:

(a) to manage, sell, insure, and otherwise deal with all assets held by the Trustee on such terms and conditions as the Trustee shall decide; provided however, that if the Company delivers written instructions to the Trustee, the Trustee shall follow such instructions;

(b) when directed by the Company or requested by a Participant pursuant to Article VI, to make payments from the Trust Fund to Participants and, when required by Article VII, to make payments from the Trust Fund to General Creditors entitled to payments thereunder;

(c) except as provided in Article VI and Article VII, to waive, modify, reduce, compromise, release, contest, submit to arbitration, or settle or extend the time of payment of any claims, debts, damages, or demands of any nature in favor of or against the Trustee or all or any part of the Trust Fund;

(d) to retain any disputed property until an appropriate final adjudication or release is obtained, and to represent the Trust in, or commence or defend, any litigation the Trustee considers in its discretion necessary in connection with the Trust Fund;

(e) to withhold, if the Company so directs, all or any part of any payment required to be made hereunder as may be necessary and proper to protect the Trustee or the Trust Fund against any liability or claim on account of any estate, inheritance, income or other tax or assessment attributable to any amount payable hereunder, and to discharge any such liability with any part or all of such payment so withheld in accordance with Section 6.7;

(f) to maintain records reflecting all receipts and payments under

this Trust and such other records as the Company may specify and to which

the Trustee agrees, which records may be audited from time to time by the Company or anyone named by the Company; and to furnish a written accounting to the Company as of each Valuation Date, as provided in Section 4.3;

(g) if an insurance policy is held as an asset of the Trust, Trustee shall have no power to name a beneficiary of the policy other than the Trust, to assign the policy (as distinct from conversion of the policy from a different form) other than to a successor Trustee, or to loan to any person the proceeds of any borrowing against such policy. Notwithstanding the preceding sentence, the Trustee may loan to the Company the proceeds of any borrowing against an insurance policy held as an asset of the Trust;

(h) to furnish the Company with such information for tax or other purposes which the Company may reasonably request and which the Trustee may not unreasonably withhold;

(i) to employ accountants, advisors, agents, legal counsel (who, except following a Change of Control, may be legal counsel to the Company and who are not in the Company's reasonable judgment deemed to have a conflict of interest), consultants, custodians, depositories, experts and other providers of services, to consult with them with respect to the implementation and construction of this Trust, the duties of the Trustee hereunder, the transactions contemplated by this Trust, or any act which the Trustee proposes to take or omit, and to rely upon the advice of and services performed by such persons; to delegate discretionary powers to such persons and to reasonably rely upon information and advice furnished by such persons; provided that each such delegation and the acceptance thereof by each such person shall be in writing; and provided further that the Trustee may not delegate its responsibilities as to the management or control of the assets of the Trust Fund;

(j) to determine whether the Company is Insolvent, and to hold assets of the Trust Fund for the benefit of General Creditors in the event of Insolvency, as provided in Article VII hereof;

(k) to make payments to Participants, including after a Change of Control, as provided in Article VI hereof;

(l) to perform all other acts which in the Trustee's judgment are appropriate for the proper protection, management, investment, and distribution of the Trust Fund, and to carry out the purposes of the Trust.

V. INVESTMENTS

5.1 Generally. With respect to assets for which the Trustee has investment

responsibility, the Trustee shall invest and reinvest the principal and income of the Trust Fund and keep the Trust Fund invested, without distinction between principal and income, in accordance with the written investment guidelines established by the Company and provided to the Trustee by the Company. If no such written investment guidelines are received by the Trustee, the assets of the Trust Fund shall be invested in such investments as determined by the Trustee in accordance with the powers contained herein.

5.2 Investment Powers of Trustee. Except to the extent that authority with respect to the management of all or a portion of the Trust Fund has been allocated to others in accordance with this Trust, the Trustee shall have exclusive authority and discretion to manage and control the Trust Fund, subject only to broad investment guidelines the Company may establish from time to time. The authority to assume responsibility for investment of assets of the Trust Fund has been retained by the Company, and the authority to hold assets of the Trust Fund may be allocated to one or more custodians or insurance companies. Except as otherwise provided herein, the Trustee shall have, without exclusion, all powers conferred on trustees by applicable law and, without limiting the foregoing, shall have the following powers, rights, and duties in addition to those provided elsewhere in this Trust:

(a) to invest and reinvest in any property wherever situated, whether real, personal, mixed, foreign or domestic, including common and preferred stocks, bonds, notes, and debentures (including convertible stocks and securities, but not including any stock, securities, or debt instruments of the Company [unless held in a collective or commingled fund and such Company securities comprise 5% or less of the assets of such fund]), leaseholds, mortgages (including, without limitation, any collective or part interest in any bond and mortgage or note and mortgage), certificates of deposit, life insurance contracts, guaranteed investment contracts, and guaranteed annuity

contract, all regardless of diversification and without being limited to investments authorized by law for the investment of trust funds;

(b) to invest and reinvest, without distinction between principal and income, in contracts for future delivery of United States Treasury Bills, other financial instruments, or indices based on any group of securities, and in options to buy or sell indices based on any group of securities or any kind of evidences of ownership or indebtedness, including financial instruments or futures contracts relating thereto;

(c) to invest and reinvest part or all of the Trust Fund in any deposit accounts, deposit administration fund maintained by a legal reserve life insurance company in accordance with an agreement between the Trustee and such insurance company, a group annuity contract or life insurance policies issued by such insurance company to the Trustee as contract holder, any interest bearing deposits held by any financial institution having total capital and surplus of at least Fifty Million Dollars ($50,000,000), investments in any stocks, bonds, debentures, mutual fund shares, notes, commercial paper, treasury bills, and any mutual, common, commingled or collective trust funds or pooled investment funds, and to diversify such investments so as to minimize the risk of losses;

(d) to commingle assets of the Trust Fund, for investment purposes only, with assets of any common, collective, or commingled trust fund which has been or may hereafter be established and maintained by the Trustee, or by any other financial institution; provided that to the extent that any part or all of the assets of the Trust Fund for which the

Trustee has investment responsibility are invested in any such common, collective or commingled trust fund or pooled investment fund which is maintained by a bank or trust company (including a bank or trust company acting as Trustee), the provisions of the documents under which such common, collective or commingled trust fund or pooled investment fund are maintained shall govern any investment therein and provided further that prior to investing any portion of the Trust Fund for the first time in any such common, collective, or commingled trust fund, the Trustee shall advise the Company of its intent to make such an investment, and furnish to the Company any information it may reasonably request with respect to such common, collective, or commingled trust fund (other than a trust fund established by the Company), and provided

further that the Trustee shall maintain separate records with respect to each other trust of the Trust Fund;

(e) to vote stock and other voting securities personally or by proxy (and to delegate the Trustee's powers and discretion with respect to such stock or other voting securities to such proxy), to exercise subscription, conversion and other rights and options (and make payments from the Trust Fund in connection therewith), to take any action and to abstain from taking any action with respect to any reorganization, consolidation, merger, dissolution, recapitalization, refinancing and any other plan or change affecting any property constituting a part of the Trust Fund (and in connection therewith to delegate the Trustee's discretionary powers and pay assessments, subscriptions and other charges from the Trust Fund), to hold or register any property from time to time in the Trustee's name or in the name of a nominee or to hold it unregistered or in such form that title shall pass by delivery; and to borrow from anyone, including itself (to the extent permitted by law), such amounts from time to time as the Trustee considers desirable to carry out this Trust (and to mortgage or pledge all or part of the Trust Fund as security); to participate in any plan or reorganization, consolidation, merger, combination, liquidation, or other similar plan relating to any such property, and to consent to or oppose any such plan or any action thereunder, or any contract, lease, mortgage, purchase, sale, or other action by any corporation or other entity any of the securities of which may at any time be held in the Trust Fund, and to do any act with reference thereto;

(f) to retain in cash such amounts as the Trustee considers advisable and as are permitted by applicable law, and to deposit any cash so retained in any depository (including any bank acting as Trustee) which the Trustee may select, provided such depository must have total capital and surplus of at least Fifty Million Dollars ($50,000,000);

(g) when directed by the Company, and subject to Section 4.4(g), to apply for, pay premiums on, and maintain in force individual, ordinary or universal life insurance policies on the lives of Participants, which policies may contain provisions which the Company may approve or direct; to receive or acquire such policy or policies from the Company, but the Trustee may purchase a life insurance policy from a person other than the insurer which issues a policy only if the Trustee pays, transfers, or otherwise exchanges an

amount no more than the cash surrender value of the policy or policies, and the policy or policies is (are) not subject to a mortgage or similar lien which the Trustee would be required to assume; to have with respect to such policy or policies any rights, powers, options, privileges, and benefits usually comprised in the term "incidents of ownership", and normally vested in an owner of such policy or policies to be exercised only pursuant to Company direction;

(h) to retain any property at any time received by it;

(i) to sell, to exchange, to convey, to transfer, or to dispose of, and to grant options for the purchase or exchange with respect to it, any property at any time held by it, by public or private sale, for cash or on credit, or partly for cash and partly for credit;

(j) to deposit any such property with any protective, reorganization, or similar committee; to delegate discretionary power to any such committee; and to pay part of the expenses and compensation of any such committee and any assessments levied with respect to any property so deposited;

(k) to exercise any conversion privilege or subscription right available in connection with any such property, and to do any act with reference thereto, including the exercise of options, the making of agreements or subscription, and the payment of expenses, assessment or subscription, which may be deemed necessary or advisable in connection therewith, and to hold and retain any securities or other property which it may so acquire;

(l) to extend the time of payment of any obligation held in the Trust Fund;

(m) to enter into standby agreements for future investment, either with or without a standby fee;

(n) to acquire, renew, or extend, or participate in the renewal or extension of any mortgage, and to agree to a reduction in the rate of interest on any indebtedness or mortgage or to any other modification or change in the terms of any indebtedness or mortgage, or of any guarantee pertaining thereto, in any manner and to any extent that may be deemed advisable for the

protection of the Trust Fund or the preservation of any covenant or condition of any indebtedness or mortgage or in the performance of any guarantee, or to enforce any default in such manner and to such extent as may be deemed advisable; and to exercise and enforce any and all rights of foreclosure, to bid on any property in foreclosure, to take a deed in lieu of foreclosure with or without paying a consideration therefor, and in connection therewith to release the obligation on the bond secured by such mortgage; and to exercise and enforce in any action, suit or proceeding at law or in equity any rights or remedies in respect of any such indebtedness or mortgage or guarantee;

(o) to make, execute, and deliver, as Trustee, any and all deeds, leases, notes, bonds, guarantees, mortgage, conveyance, contracts, waivers, releases, or other instruments in writing necessary or proper for the accomplishment of any of the foregoing powers;

(p) to organize under the laws of any state one or more corporations, partnerships, or trusts for the purpose of acquiring and holding title to any property that it is authorized to acquire under this Trust, and to exercise with respect thereto any or all of the powers set forth in this Trust;

(q) notwithstanding any powers granted to the Trustee pursuant to this Trust Agreement or to applicable law, the Trustee shall not have any power that could give this Trust the objective of carrying on a business and dividing the gains therefrom, within the meaning of Section 301.7701-2 of the Procedure and Administrative Regulations promulgated under the IRC; and

(r) generally to do all acts, whether or not expressly authorized, that the Trustee deems necessary or desirable for the protection of the Trust Fund, and to carry out the purposes of the Trust.

5.3 Investment Managers. The Company may appoint one or more Investment Managers to direct the investment of any part or all of the assets of the Trust Fund by the Trustee. Appointment of an Investment Manager shall be made by written notice to the Investment Manager(s) and to the Trustee, which notice shall specify those powers, rights, and duties of the Trustee under this Trust that are allocated to the Investment Manager(s) and the portion of the assets of the Trust Fund subject to the Investment Manager(s). After it receives written notice of such appointment, the Trustee shall have no obligation or responsibility for those

investment duties which are allocated to an Investment Manager. An Investment Manager so appointed pursuant to this paragraph shall be either a registered investment adviser under the Investment Advisers Act of 1940, a bank, as defined in said Act, or an insurance company qualified to manage, acquire and dispose of the assets of the Plans under the laws of more than one state of the United States. Any such Investment Manager shall acknowledge to the Company in writing that is accepts such appointment. The Trustee shall not be liable for any loss or diminution of any assets managed by an Investment Manager, including without limitation, any loss or diminution caused by any action or inaction taken or omitted by it at the direction of an Investment Manager. In addition, the Trustee shall not be liable for the diversification of any assets managed by Investment Managers of the Company, each of which shall be solely the responsibility of the Company. An Investment Manager may resign at any time upon written notice to the Trustee and the Company. The Company may remove an Investment Manager at any time by written notice to the Investment Manager and the Trustee.

The Company may by written notice to the Trustee assume investment responsibility for any portion or all of the Trust assets. The Trustee shall have no responsibility for any investments or review of such investments and shall act with respect to such assets only as directed by the Company.

5.4 Reserved.

5.5 Single Fund. All assets of the Trust Fund and of each investment fund, and the income thereon, shall be held and invested as a single fund, and the Trustee shall not make any separate investment of the Trust Fund, or make any separate investment fund, for the account of any Participant or other General Creditors prior to receipt of directions to make payments to such Participant or other General Creditors in accordance with Article VI or Article VII. All rights associated with assets of the Trust shall be exercised by Trustee or the person designated by Trustee, and shall in no event be exercisable by or rest with Participants.

VI. PAYMENTS FROM THE TRUST

6.1 Obligation of Trustee to Make Payments to Participants. The Trustee's obligation to distribute to any Participant out of the assets of the Trust Fund shall be limited to payment at such times and in such amounts as are properly in conformance with the provisions of Section 6.3. Payments to Participants pursuant

to this Article VI shall be made by the Trustee to the extent that funds in the Trust Fund are sufficient for such purpose, and shall at all times be subject to the provisions of Article VII. In the event the Company determines that it will pay benefits directly to Participants as they become due under the terms of the Plan, the Company shall notify Trustee of its decision prior to the time amounts are payable to Participants.

6.2 Obligation of the Company to Make Payments to Participants. Notwithstanding anything in the Trust to the contrary, the Company shall remain primarily liable to pay benefits under the Plan. Distributions to Participants from the Trust Fund shall discharge, reduce, and offset the Company's obligation to pay benefits to or on behalf of the Participant, to the extent of the distributions, with respect to the Plan. If the Company's obligation to pay a benefit under the Plan is not fully discharged, reduced, and offset by a distribution from the Trust, then the Company shall make the balance of each such benefit payment as it becomes due.

6.3 Distributions to Participants. Distributions which shall be made from the Trust Fund to pay benefits in accordance with the Plan shall be initiated by:

(a) written direction to the Trustee from the Plan Administrator, which direction shall certify that such distribution(s) is(are) in accordance with the Plan, and specify the timing, form, payee, and amount of such benefit payments, including any federal, state, or local income taxes to be withheld, and the Trustee shall make or commence the directed distributions after receipt of such written direction; or

(b) by the submission to the Trustee by a Participant of a certified copy of the non-appealable order of an appropriate forum with jurisdiction to settle a claim for payment(s) under the Plan.

6.4 Reserved.

6.5 Insufficient Trust Fund Assets. If at any time the Trustee determines or is advised that the Trust Fund does not have sufficient assets to permit the Trustee to make a payment properly directed pursuant to this Trust, including a payment provided for under Section 10.7 of this Trust, the Trustee shall pay any benefits due (if otherwise payable hereunder) to Participants on a pro rata basis as directed by the Plan Administrator, and the Company shall make the balance of such payments

as they become due. If the Plan Administrator determines that the Trust Fund

does not have sufficient funds to provide for the payment of all amounts otherwise payable to Participants (or their Beneficiary(ies)) from the Trust under the Plans, it shall notify the Company and the Trustee of the amount of the deficiency, and, within forty-five (45) days of such notice, the Company deposit in trust with the Trustee the additional amounts needed to make such payments. Upon receipt of such amount by the Trustee from the Company, proceeds shall first be used by the Trustee to pay any benefits previously due remaining unpaid, in the order in which they were due, pursuant to Plan Administrator instructions.

6.6 Payment of Excess Assets to Company. Subject to Article VII, and except as otherwise provided in this Section and Section 6.8 hereof, the Company shall have no right or power to direct the Trustee to return to the Company or to divert to others any of the Trust Fund before payment of all benefits due or to become due have been made to Participants (or their Beneficiary(ies)) pursuant to the terms of the Plan. If, as of a Valuation Date, and based on the fair market value of the Trust Fund as determined by the Trustee in accordance with Section 4.3 hereof, the Trust Fund holds Excess Assets, then in the event the Trustee has received within ninety (90) days after the most recent Valuation Date a written request executed by the Company, the Trustee shall transfer to the Company, within thirty (30) days after the receipt of the request, and provided that a Potential Change of Control Period does not exist on the date of the transfer, such assets of the Trust Fund selected by the Company which have a fair market value equal to the amount of such Excess Assets, after converting such assets to cash if requested by the Company. Any payment of Excess Assets to the Company under this Section shall not discharge or release the Company of its obligation to make any contribution required under Article III (including the requirement of a Company contribution to the Trust upon the occurrence of a Potential Change of Control or a Change of Control), and its obligation to pay benefits to Participants under the Plan. Any payment of Excess Assets in accordance with this Section shall be subject to the provisions of Article VII.

6.7 Company to Pay Withholding and Employment Taxes. Any amount paid to a Participant by the Trustee in accordance with this Article VI shall be reduced by the amount of taxes required to be withheld pursuant to Plan Administrator instructions, and the Trustee shall inform the Company of all amounts so withheld. The Company shall direct that the Trustee shall either

(a) pay to the Company a sum equal to the amount of such taxes as are required to be withheld, whereupon the Company shall have full responsibility for the payment of all withholding taxes to the appropriate taxing authorities, or

(b) pay such taxes directly to the appropriate taxing authorities for the benefit of the Company.

The Company shall be solely responsible for the payment of any employment taxes for which it is directly liable as a result of payments by the Trustee. The Company shall furnish each Participant with the appropriate tax information form evidencing payments under the Trust and the amount(s) thereof.

6.8 Payment in Reversion to Company. Subject to Article VII, upon receipt of written certification from the Company that all obligations of the Company to Participants with respect to the Plan have been satisfied, and if the Trust Fund shall have any assets remaining, the Trustee shall distribute such remaining assets of the Trust Fund to the Company, after converting such assets to cash if requested by the Company, subject to the Trustee's right to retain

such reasonable amount for compensation and expenses as provided in Section 10.7. The Trust shall thereafter terminate as provided in Section 9.2.

6.9 Reserved.

VII. PAYMENTS ON INSOLVENCY OF THE COMPANY

7.1 No Security Interest. No Participant shall have any claim on or beneficial ownership interest in the Trust Fund before such assets are paid to the Participant, except as an unsecured creditor of the Company. The Company shall not create a security interest in the Trust Fund in favor of any Participant or any General Creditor. At all times during the continuance of this Trust, as provided in this Article VII hereof, the principal and income of the Trust Fund shall be subject to the claims of General Creditors under federal and state law. If at any time the Trustee has received notice as provided below that Company is Insolvent, Trustee shall discontinue payments to Participants, and shall hold assets of the Trust Fund for the benefit of the Company's General Creditors, pursuant to the provisions of Section 7.3, with no preference whatsoever given claims of employees or Participants over claims of other unsecured creditors of the Company.

7.2 Determination of Insolvency. Notwithstanding any other provisions of this Trust, the following provisions shall apply:

(a) The Board of Directors and the Chief Executive Officer of the Company shall have the fiduciary duty and responsibility on behalf of General Creditors to notify the Trustee promptly in writing in the event the Company is Insolvent, and the Trustee shall have the right to rely thereon to the exclusion of all directions or claims for payment made thereafter by Participants.

(b) If the Trustee has actual knowledge that the Company is Insolvent, the Trustee shall act in accordance with Section 7.3 hereof.

(c) Unless the Trustee receives written notice from the Board of Directors or the Chief Executive Officer of the Company that the Company is Insolvent, or from a person claiming to be a General Creditor and claiming that the Company is Insolvent, the Trustee shall have no duty to inquire whether the Company is Insolvent. If the Trustee receives a written allegation from a person claiming to be a General Creditor that the Company is Insolvent, the Trustee's only duty of inquiry shall be to request that the Company's independent public accountants determine whether the Company is Insolvent, and shall suspend benefit payments pending such determination. If the Company's independent public accountants advise the Trustee that the Company is not Insolvent, it shall resume payments in accordance with this Trust. If the Trustee receives notice of the Company's Insolvency pursuant to this Section 7.2(c), it shall act in accordance with this Section and Section 7.3 hereof.

7.3 Payments When Company Is Insolvent. Notwithstanding any other provision of this Trust to the contrary, if the Trustee has actual knowledge as described in 7.2(b), has been advised pursuant to 7.2(c) or receives actual notice described in Section 7.2(a) that the Company is Insolvent

(a) by reason of Section 1.11(b), the Trustee shall suspend payments

to Participants and shall notify Participants of the suspension, and shall hold the Trust Fund for the benefit of the General Creditors, and shall pay and deliver the entire amount of the Trust Fund only as a court competent

jurisdiction, or duly appointed receiver or other person authorized to act by such court, may order or direct to make the Trust Fund available to satisfy the claims of the General Creditors (payments to Participants in accordance with the terms of the Plan may be resumed only pursuant to Section 7.4 hereof); or

(b) by reason of Section 1.11(a), the Trustee shall suspend payments to Participants and shall notify Participants of the suspension, and shall (i) hold the Trust Fund for the benefit of General Creditors or (ii) pay over all or a portion of the Trust Fund to General Creditors if directed by the Company or an appropriate judicial forum.

Nothing in this Trust Agreement shall in any way diminish any rights of Participants to pursue their rights as unsecured creditors of Company with respect to benefits under the Plan, or otherwise.

7.4 Resumption of Duties after Insolvency. In the absence of notice of a Court order to the contrary, the Trustee shall resume all of its duties and responsibilities under the Trust, including payments to Participants if otherwise provided for herein, within thirty (30) days of the Trustee's receipt of a determination from the Company's independent public accounting firm notice pursuant to Section 7.2(c) that the Company is no longer Insolvent.

(a) Trust Recovery of Payments to Creditors. In the event that amounts are paid from the Trust Fund to General Creditors of the Company, then as soon as practicable after the Company is no longer Insolvent, the Company shall deposit into the Trust Fund a sum to equal to the Funding Amount, determined as of the date the Company is no longer Insolvent, which date shall be a Valuation Date. The Company (or, after a Change of Control, the Company's independent public accountants) shall provide the Trustee with written certification of such Funding Amount. If the Funding Amount is not paid by the Company within ninety (90) days of the Trustee's receipt of such notice, the Trustee shall demand payment and the provisions of Section 3.5 shall apply.

(b) Determination of Payment Amount; Resumption of Payments. Provided that there are sufficient assets of the Trust Fund, if Trustee discontinues the payment of benefits from the Trust pursuant to Section 7.3 and subsequently resumes such payments, the first payment following such

discontinuance shall include the aggregate amount of all payments due to Participants under the terms of the Plan for the period of such discontinuance, as determined by the Plan Administrator, less the aggregate amount of any payments made to Participants by the Company in lieu of the payments provided for hereunder during any such period of discontinuance. If the Trustee suspends a payment to a Participant under

this Section, and subsequently makes such payment, the payment shall include interest at the rate of interest per annum equal to the prime rate as published by NBD Bank for each day from the date of suspension to the date of payment, as calculated by the Plan Administrator.

7.5 Reserved.

VIII. RESIGNATION OR REMOVAL OF TRUSTEE

8.1 Resignation or Removal of Trustee. The Trustee may resign for any reason or for no reason and at any time by giving thirty (30) days prior written notice to the Company (or such shorter notice as may be agreed to by the Company and the Trustee). Subject to Section 8.2(b) hereof, the Company may remove the Trustee, for any reason and with or without cause, by giving thirty (30) days prior written notice to the Trustee (or such shorter notice as may be agreed to by the Company and the Trustee).

8.2 Successor Trustee. In the event of the resignation or removal of a Trustee, a successor Trustee shall be appointed. Any successor Trustee appointed pursuant to this Section must be a corporation which is not an affiliate of the Company and which is authorized under the laws of the United States or of any state to administer trusts and has at the time of its appointment total capital and surplus of at least Fifty Million Dollars ($50,000,000). The Company shall give notice of any such appointment to the retiring Trustee and the successor Trustee. A successor Trustee shall be appointed in accordance with the following provisions:

(a) At any time prior to a Change of Control, a successor Trustee shall be appointed by the Company. If a Trustee should resign or be removed, and the Company does not notify the Trustee of the appointment of a successor Trustee within forty-five (45) days of its notice of its resignation or removal, then the Company shall be deemed to have failed to have appointed

a successor Trustee, and the Trustee shall apply to a court of competent jurisdiction for appointment of a successor Trustee.

(b) After the occurrence of a Change of Control, the Trustee who is the Trustee on the date of the Change of Control may be removed by the Company for three (3) years from the date of the Change of Control. If a Trustee resigns or is removed at any time after the date of a Change of Control, the Trustee shall apply to a court of competent jurisdiction for appointment of a successor Trustee.

Notwithstanding Section 8.1, no resignation by or removal of the Trustee shall be effective prior to the effective date of the appointment of a successor Trustee by the Company or a court of competent jurisdiction.

8.3 Duties of Retiring and Successor Trustees. In the event of the resignation or removal of a Trustee, the retiring Trustee shall within thirty (30) days after the effective date of resignation or removal furnish to the successor Trustee and the Company a final accounting of its administration of the Trust. A successor Trustee shall succeed to the right and title of the predecessor Trustee in the assets of the Trust Fund and the retiring Trustee shall deliver the property comprising the assets of the Trust Fund (less any unpaid fees and expenses of the retiring trustee) to the successor Trustee, together with any instruments of transfer, conveyance, assignment, and further assurance as the successor Trustee may reasonably require. All of the provisions of the Trust set forth herein with respect to the Trustee shall

relate to each successor Trustee with the same force and effect as if such successor Trustee had been originally named as the Trustee hereunder. To the extent permitted by law, neither the Trustee nor the successor Trustee shall be liable for any act or failure to act, and shall not be required to examine the accounts, records, or acts of the other.

8.4 Reserved.

IX. AMENDMENT AND TERMINATION OF TRUST

9.1 Amendment. Except as otherwise provided in Section 2.3 of this Trust, the Trust may be amended (but may not be not revoked unless all of the Company's obligations with respect to the Plan have been satisfied) in writing from time to time by delivery to the Trustee of such amendment executed by the Company, which

amendment shall include the effective date of such amendment. Any amendment of the Trust may be made:

(a) prior to a Change of Control, without limitation and in any manner and effective as of any date, including a retroactive effective date, if accompanied by the written certification that no Change of Control has occurred;

(b) after a Change of Control, only if a period of three (3) years has elapsed since the Change of Control, and either:

(1) such amendment is accompanied by the specific written consent to the amendment by Participants whose actuarial interests under the Plan, computed by the Company's independent public accountants as of the effective date of such amendment, represent at least 51% of the total of all actuarial interests under the Plan; or

(2) such amendment is accompanied by the opinion of legal counsel satisfactory to the Trustee that the amendment is necessary for the purpose of conforming the Trust to any present or future federal or state law (including revenue laws) relating to trusts of this or similar nature, as such laws may be amended from time to time, and a certification that a copy of such notice and opinion of counsel has been delivered to each Participant.

No amendment shall conflict with the terms of the Plan subject to amendment, and no amendment may reduce the "Funding Amount" or the contribution requirements of Article III to less than 50% of the actual benefit obligation on the books of the Company; provided such amendment shall be effective prior to a Potential Change of Control or a Change of Control. No amendment shall operate to change the duties and liabilities of the Trustee without its consent, or make the Trust revocable after it has become irrevocable in accordance with Section 2.3 hereof unless the Company has satisfied all obligations it may have with respect to the Plan as of the date of such amendment. The Company and the Trustee shall execute such amendments of the Trust as shall be necessary to give effect to any amendment made in accordance with this Section.

9.2 Termination. After all assets of the Trust Fund have been distributed by the Trustee to the Participants or their Beneficiaries in accordance with Article VI, the Trustee shall render an accounting, which shall be the final accounting, in the manner provided for in Section 4.3. Upon acceptance of the accounting by the Company, any assets remaining in the Trust Fund, after deduction of such reasonable amount for compensation and expenses as provided for in Section 10.7, shall be returned to the Company in the manner provided in Section 6.8, and the Trust shall terminate thereupon. The Trust and all the rights, titles, powers, duties, discretions and immunities imposed on or reserved to the Trustee and the Company, shall continue in effect until all assets of the Trust Fund have been distributed as provided herein.

9.3 Reserved.

X. GENERAL PROVISIONS

10.1 Coordination with Plan. The responsibilities of the Trustee shall be governed solely by the terms of this Trust Agreement.

10.2 Litigation. In any action or proceeding regarding the Trust, the Company, any assets of the Trust Fund, or the administration of the Trust, any creditors who are not parties to such action or proceedings and any other persons having or claiming to have a beneficial interest in the Trust shall not be necessary parties and shall not be entitled to any notice of process. Any final judgment which is not appealed or appealable and which may be entered in any such action or proceeding shall be binding and conclusive on the parties hereto and all persons having or claiming to have a beneficial interest in the Trust. Acceptance by a creditor of assets of the Trust Fund shall constitute a release of an equal amount of any obligations of the Company to such creditor.

10.3 Trustee's Action Conclusive. The Trustee's exercise or non-exercise of its powers and discretion in good faith shall be conclusive on all persons. No one other than the Company shall be obliged to see to the application of any money paid or property delivered to the Trustee. The certificate of the Trustee that it is acting according to this Trust will fully protect all persons dealing with the Trustee.

10.4 No Guarantee or Responsibility. Notwithstanding any other provision of this Trust to the contrary, the Trustee does not guarantee payment of any amount

which may become due and payable to a Participant. The Trustee shall have no responsibility for the disclosure to Participants regarding the terms of the Plan or of this Trust, or for the validity thereof. The Trustee shall not be responsible for administrative functions under the Plan and shall have only such responsibilities under this Trust Agreement as specifically set forth herein. The Trustee will be under no liability or obligation to anyone with respect to any failure on the part of the Company, the Plan Administrator, the Company's independent public accounting firm, an Investment Manager, or a Participant to perform any of their respective obligations under the Plan or this Trust. The Trustee shall be fully protected in relying upon any notice or direction provided to it from any party in connection with the Trustee's duties hereunder which the Trustee in good faith believes to be genuine, and executed and delivered in accordance with this Trust. Nothing in this Trust shall be construed as requiring the Trustee to make any payment in excess of the amounts

held in the Trust Fund at the time of such payment or otherwise to risk or expend its own funds.

10.5 Liabilities Mutually Exclusive. Each of the Trustee and the Company shall be responsible only for its own acts or omissions.

10.6 Indemnification. The Company agrees to indemnify to the extent permitted by law the Trustee and hold it harmless against Trustee's costs, expenses and liabilities (including, without limitation, attorneys' fees and expenses) arising out of or in connection with the performance of the Trustee's duties arising hereunder (but excluding costs arising as a result of the Trustee's bad faith or gross negligence in the performance of its responsibilities hereunder), and to be primarily liable for such payments. If the Company does not pay such costs, expenses and liabilities in a reasonably timely manner, Trustee may obtain payment from the Trust. This Section shall survive the termination of the Trust.

10.7 Expenses and Compensation. The Trustee shall be paid compensation by the Company in an amount agreed to by the Company and the Trustee. The Trustee shall be reimbursed by the Company for reasonable expenses incurred by it in the management and administration of this Trust Agreement, including the reasonable compensation of the Trustee's counsel and other agents; and if the Trustee is not timely reimbursed with respect to amounts due pursuant to this Section 10.7 (or in the case of expenses to be incurred pursuant to Section 3.5 hereof), the Trustee may charge such amounts against the Trust Fund. Any compensation or expenses so agreed upon or otherwise payable not paid by the

Company on a timely basis may be charged to the Trust Fund no more frequently than quarter-annually upon notice to the Company.

10.8 Reserved.

10.9 Notice. Any notice to the Trustee or to the Company required or permitted under this Trust shall be duly and properly given and delivered if sent by certified United States mail, return receipt requested, to the Trustee at:

The Northern Trust Company
Attn: Trust Department
Fifty South LaSalle Street
Chicago, Illinois 60675

and to the Company at:

DTE Energy Company
Attn: Vice President and Treasurer
2000 Second Street
Detroit, Michigan 48226

or to such other address as the Trustee or the Company may specify by written notice to the other.

10.10 Antiassignment Clause. Benefits payable to Participants and their Beneficiaries under this Trust Agreement may not be anticipated, assigned (either at law or in equity), alienated, pledged, encumbered or subjected to attachment, garnishment, levy, execution or other legal or equitable process.

10.11 True and Correct Document. Any persons dealing with the Trustee may rely upon a copy of this Trust and any amendments thereto certified to be true

and correct by the Trustee.

10.12 Waiver of Notice. Any notice required under this Trust may be waived by the person entitled to such notice.

10.13 Counterparts. This Trust may be executed in two or more counterparts, any one of which will be an original without reference to the others.

10.14 Gender and Number. Words denoting the masculine gender shall include the feminine and neuter genders and the singular shall include the plural and the plural shall include the singular wherever required by the context.

10.15 Successors. This Trust shall be binding on all persons entitled to payments hereunder and their respective heirs and legal representatives, and on the Company, the Trustee, and their respective successors.

10.16 Severability. If any provision of this Trust is held to be illegal or invalid, such illegality or invalidity shall not affect the remaining provisions of this Trust, which shall be construed and enforced as if such illegal or invalid provisions had never been inserted herein.

10.17 Applicable Law. The Trust shall be governed by and construed in accordance with the laws of the State of Michigan with respect to the Company's obligations and in accordance with the laws of the State of Illinois with respect to the Trustee's obligations and Trust Administration.

IN WITNESS WHEREOF, the Company and the Trustee have caused this trust agreement to be signed by their duly authorized representatives, and have caused their respective seals to be hereunto affixed, as of the Effective Date.

DTE Energy Company

By L.L. Loomans

Its

THE NORTHERN TRUST COMPANY
as Trustee

By

Its

40

EXHIBIT A

DTE ENERGY COMPANY
IRREVOCABLE GRANTOR TRUST
FOR THE DTE ENERGY COMPANY RETIREMENT PLAN FOR NON-EMPLOYEE DIRECTORS

The Company has established an Irrevocable Grantor Trust to pay benefits under the DTE Energy Company Retirement Plan for Non-Employee Directors. A copy of such Plan, including any amendment(s), is attached hereto.

41

EXHIBIT B

DTE ENERGY COMPANY
IRREVOCABLE GRANTOR TRUST
FOR THE
DTE ENERGY COMPANY
RETIREMENT PLAN
FOR NON-EMPLOYEE DIRECTORS
PARTICIPANTS (as defined in the Trust)

as of January 1, 1996

Name	[Date of Birth]