

RENTAL SCHEDULE
AND
ACCEPTANCE CERTIFICATE
NO. A-1

RECORDATION NO. 16889
FILED 1990

MAY 11 1990 - 1 15 PM
INTERSTATE COMMERCE COMMISSION

This RENTAL SCHEDULE AND ACCEPTANCE CERTIFICATE, dated as of December 1, 1989, between American Finance Group ("Lessor") and Wisconsin Power and Light Company ("Lessee") incorporates by reference the terms and conditions of Master Lease Agreement No. 8911WIG394 dated as of December 1, 1989 (the "Master Lease"). Lessor hereby leases to Lessee and Lessee hereby leases from Lessor the following described items of Equipment for the Lease Term and at the Basic Rent payable on the Payment Dates hereinafter set forth, on the terms and conditions set forth in the Master Lease.

1. EQUIPMENT

<u>Item No.</u>	<u>Description (Manufacturer, Type, Model and Serial Number)</u>	<u>Equipment Cost</u>	<u>Acceptance Date</u>
213	100 ton (4,000-cubic foot) rotary dump high-side steel gondola cars with swivel couplers bearing WISX numbers set forth in Exhibit A	\$21,750 each	12/1/89

TOTAL EQUIPMENT COST: \$4,632,750.00

Lessee Billing Location: Wisconsin Power and Light Company, 222 West Washington Avenue, Madison, Wisconsin 53703, Attention: Contract Administrator, Materials Management Department

2. LEASE TERM

The Lease Term is for a Primary Term of 51 months, commencing on December 1, 1989 and continuing through and including the Expiration Date of February 28, 1994.

3. BASIC RENT. PAYMENT DATES.

Basic Rent for the Primary Term is due and payable in 17 payments of \$207,555.35 each commencing on March 1, 1990 and continuing quarterly thereafter on the first day of each March, June, September and December, through and including March 1, 1994.

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4. ACCEPTANCE CERTIFICATE

Lessee hereby represents, warrants and certifies (a) that the Equipment described herein has been delivered to and inspected and found satisfactory by Lessee and is accepted for Lease by Lessee under this Rental Schedule and the Master Lease as incorporated herein by reference, as of the Acceptance Date set forth above; and (b) the representations and warranties of Lessee set forth in the Master Lease are true and correct as of the date hereof.

5. ENTIRE AGREEMENT, MODIFICATION AND WAIVERS, EXECUTION IN COUNTERPARTS.

This Rental Schedule and the Master Lease constitute the entire agreement between Lessee and Lessor with respect to the leasing of the Equipment. To the extent any of the terms and conditions set forth in this Rental Schedule conflict with or are inconsistent with the Master Lease, this Rental Schedule shall govern and control. No amendment, modification or waiver of this Rental Schedule or the Master Lease will be effective unless evidenced by a writing signed by the party to be charged. This Rental Schedule may be executed in counterparts, all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF the parties hereto have caused this Rental Schedule and Acceptance Certificate to be executed and delivered by their duly authorized representatives as of the date first above written.

AMERICAN FINANCE GROUP
Lessor

By *David Pulice*
Title *vice president*

WISCONSIN POWER AND LIGHT COMPANY
Lessee

By *Norman E. Bopp*
Title *Vice President, Power Production*

PARTNERSHIP FORM OF ACKNOWLEDGEMENT

STATE OF MASSACHUSETTS)
) SS.
COUNTY OF SUFFOLK)

On this 4th day of June, 1990, before me personally appeared David W. Parr, to me personally known, who being by me duly sworn says that he is the Vice-President of American Finance Group, that the foregoing instrument was signed and sealed on behalf of said partnership by authority of its Executive Committee, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said partnership.

Cheryl M. Lortrup
Signature of notary public

My commission expires 5/22/92

Rental Schedule

WISCONSIN POWER AND LIGHT

SCHEDULE A-1

CASUALTY VALUES

(Stated as Percentage of Equipment Cost)

AFTER PRIMARY TERM PAYMENT NO.	CASUALTY VALUE
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Prior to 1	112.00
1	110.76
2	109.45
3	108.08
4	106.63
5	105.12
6	103.53
7	101.86
8	100.11
9	98.28
10	96.35
11	94.34
12	92.22
13	90.01
14	87.69
15	85.26
16	82.72
17	85.00

Exhibit A

Two-hundred thirteen (213) 100-ton (4,000 cubic-foot) rotary dump high-side steel gondola cars with swivel couplers bearing the following WISX numbers:

300	353	416	462	520	576
301	354	417	463	521	578
302	356	418	464	522	579
304	358	419	467	523	
305	359	420	470	524	
306	363	421	471	525	
307	364	422	472	527	
308	366	423	474	528	
310	368	424	475	532	
311	369	425	476	533	
312	370	426	477	534	
313	373	427	478	535	
314	374	428	479	536	
316	375	429	480	537	
317	376	430	481	538	
320	377	431	482	539	
321	379	432	483	542	
322	382	433	484	543	
323	383	434	486	544	
324	384	435	487	545	
325	385	436	488	546	
326	386	437	489	547	
327	387	438	490	548	
328	389	440	492	551	
329	390	441	494	553	
330	394	442	495	555	
331	396	444	497	556	
332	397	445	498	557	
333	398	446	499	558	
335	400	447	500	559	
336	402	448	501	562	
338	403	449	502	563	
339	404	450	503	564	
340	405	451	505	565	
341	407	452	509	566	
342	408	453	510	567	
345	409	454	512	568	
347	410	455	514	569	
348	411	456	515	570	
349	412	458	516	572	
351	413	459	518	574	
352	415	461	519	575	

STATE OF MASSACHUSETTS

COUNTY OF SUFFOLK

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) SS.
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On this 4th day of June, 1990, I compared the foregoing certified copy of the attached document with the original of such document and found such copy to be complete and identical in all respects to the original document.



Signature of Notary Public

My commission expires

2/15/96

Rental Schedule