



# American Finance Group<sup>SM</sup>

RECORDATION NO

16889

FILED 1425

MAY 11 1990 -1 15 PM

INTERSTATE COMMERCE COMMISSION

The Financial Corporation of Illinois  
4825 North Scott Street  
Schiller Park, IL 60176

Re: Rental Schedule A-1, (the "Rental Schedule"), to Master Lease Agreement No. 8911WIG394 dated as of December 1, 1989, (the "Master Lease"), between American Finance Group, as lessor, and Wisconsin Power and Light Company, as lessee, the lessor's interest therein having been previously sold and assigned to American Income V-B Limited Partnership.

Gentlemen:

This will acknowledge that American Finance Group has sold and assigned its interest in the Rental Schedule and the equipment leased pursuant thereto (the "Equipment") to American Income Partners V-B Limited Partnership ("Lessor"). Lessor has now granted a security interest in the Rental Schedule and the Master Lease as incorporated therein by reference and the Equipment to The Financial Corporation of Illinois (the "Lender") as collateral security for the repayment of a loan to finance or refinance Lessor's purchase of the Equipment. Pursuant to Section 14 of the Master Lease, as incorporated in and made a part of the Rental Schedule, and to induce the Lender to lend money to Lessor in reliance thereon, Lessee hereby certifies, confirms and agrees as follows:

1. Lessee consents to the assignment of Lessor's rights under the Rental Schedule and agrees that the Lender has and may exercise, either in its own name or in the name of Lessor, all of the rights, privileges and remedies, but none of the duties or obligations, of Lessor under the Rental Schedule.

2. There are 16 payments of Basic Rent of \$207,555.35 each remaining due under the Rental Schedule as of the date hereof, beginning with the payment due on June 1, 1990, and continuing quarterly in arrears thereafter through and including March 1, 1994. Lessee agrees to make all payments of Basic Rent and other sums due and to become due under the Rental Schedule, beginning with the payment due June 1, 1990, to the Lender as follows:

The Financial Corporation of Illinois  
P.O. Box 75230  
Chicago, IL 60675-5230

or to such other bank, account or address as the Lender designates in writing.

3. The Rental Schedule, the Master Lease and this Rent Assignment Letter constitute the entire agreement between Lessee and Lessor relating to the leasing of the Equipment. The Rental Schedule is in full force and effect, the Equipment has been accepted by Lessee for lease pursuant thereto and no Event of Default or event which with the giving of notice or the passage of time would constitute an Event of Default thereunder has occurred

and is continuing. Lessee has no claims, offsets, demands or defenses of any kind, nature or description with reference to any of Lessor's obligations under the Rental Schedule as of the date hereof. All representations, warranties and certifications of Lessee made in the Rental Schedule and the Master Lease as incorporated therein by reference are true and correct as of the date hereof and are made for the benefit of, and may be relied upon by, the Lender.

4. Lessee hereby waives for the benefit of the Lender (but not Lessor) any and all claims and defenses it may now have or hereafter assert against Lessor and agrees to make all payments of Basic Rent, Casualty Values and other sums due under the Rental Schedule directly to the Lender, without abatement, deduction, set off, defense, deferment or diminution for any reason; provided, only, that as long as no Event of Default occurs and continues unremedied under the Rental Schedule, the Lender shall not disturb Lessee's quiet use and possession of the Equipment, and the Lender agrees to defend and protect Lessee's quiet use and possession of the Equipment against all persons claiming by, through or under the Lender.

5. Lessee and Lessor represent to Lender that only one manually signed copy of the Rental Schedule has been marked as "Counterpart No. 1" and the Lender's possession of said Counterpart No. 1 shall constitute possession of the "original" copy of the Rental Schedule for purposes of perfecting Lender's security interest under the Uniform Commercial Code and the rules of the Interstate Commerce Commission.

6. That Lessee has received no notice of a prior sale, transfer, assignment, hypothecation or pledge of the Rental Schedule, the rents reserved thereunder or the Equipment. The terms of the Rental Schedule and the Master Lease as incorporated therein by reference notwithstanding, Lessee agrees to not enter into any assignment, sublease, or other transfer of its rights, duties, obligations or interests in the Rental Schedule or Equipment without Lender's prior written consent.

7. That Lessee is aware of no claim of any kind or nature in or to the Equipment, or of any lien thereon other than Lessor's interest, Lender's security interest and Lessee's rights thereto under the Rental Schedule and that Lessee will keep the Rental Schedule and Equipment free and clear of all liens and encumbrances.

8. Lessee agrees that the Lender is entitled to exercise all rights, privileges and remedies which are exercisable by the Lessor under the Rental Schedule, including, without limitation, the right to receive payment of costs and expenses incurred in exercising rights and remedies under the Rental Schedule, including reasonable attorney's fees, and the right to grant or withhold waivers or consents of any character or to amend the Rental Schedule or the Master Lease, as incorporated therein by reference. Lessee agrees that any attempted exercise by Lessor of such rights, privileges or remedies without the written consent of the Lender shall not affect the rights of, and shall be of no force and effect against, the Lender. Lessee agrees to deliver

to the Lender duplicate original copies of all financial reports and other notices delivered to Lessor pursuant to or in connection with the Rental Schedule.

9. Notwithstanding anything contained in subparagraph I of Section 13 of the Master Lease to the contrary, for purposes of the Rental Schedule only, Lessee and Lessor agree with Lender that any future Basic Rent accelerated pursuant to said subparagraph shall be discounted to present value at the lesser of 9.25% per annum or the prime lending rate at the time of the default.

Very truly yours,

AMERICAN FINANCE GROUP

By: *Paul Uke*  
Title: *Vice President*

The undersigned hereby consents to the foregoing letter and agrees to the bound thereby.

WISCONSIN POWER AND LIGHT  
COMPANY

By: *Norman E. Boye*  
Title: *VP Power Prod*

THE FINANCIAL CORPORATION OF  
ILLINOIS

By: *John W. Harty*  
Title: Secretary

AMERICAN INCOME PARTNERS V-B LIMITED PARTNERSHIP

By: AFG Leasing IV Incorporated  
Title: Managing General Partner

By: *Paul Uke*  
Title: *Vice President*

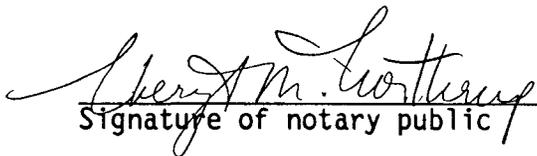
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PARTNERSHIP FORM OF ACKNOWLEDGEMENT

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.

  
\_\_\_\_\_  
Signature of notary public

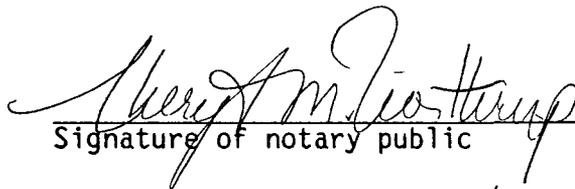
My commission expires 5/22/92

**Rent Assignment Letter**

PARTNERSHIP FORM OF ACKNOWLEDGEMENT

STATE OF MASSACHUSETTS )  
  ) SS.  
COUNTY OF SUFFOLK         )

On this 4<sup>th</sup> 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 Income Partners V-B Limited Partnership, that the foregoing instrument was signed and sealed on behalf of said partnership by authority of its Managing General Partner, AFG IV Leasing Incorporated, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said partnership.

  
\_\_\_\_\_  
Signature of notary public

My commission expires 5/22/92

Rent Assignment Letter

STATE OF ILLINOIS     )  
                                  ) SS.  
COUNTY OF C O O K     )

On this 4th day of June, 1990 before me personally appeared, John W. Hupp, to me personally known, who being by me duly sworn, says that he is the Secretary of The Financial Corporation of Illinois, that the foregoing instrument was signed on behalf of said corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

Mary McCarthy  
Signature of notary public

My commission expires March 8, 1993



STATE OF MASSACHUSETTS )  
COUNTY OF SUFFOLK ) SS.

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



Notice of Assignment