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19518-H

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ELIAS C. ALVORD (1942)
ELLSWORTH C. ALVORD (1964)

OF COUNSEL
URBAN A. LESTER

December 11, 1995

Mr. Vernon A. Williams
Secretary
Interstate Commerce Commission
Washington, D.C. 20423

Re: Santa Fe Trust No. 1995-1

Dear Mr. Williams:

Enclosed for recordation pursuant to the provisions of 49 U.S.C. Section 11303(a) are two (2) copies of Indenture Amendment and Supplement No. 4, dated December 11, 1995 being a secondary document.

The enclosed document relates to the Equipment Lease Agreement (and other secondary documents filed therewith) duly filed with the Commission under Recordation Number 19518.

The names and addresses of the parties to the enclosed document are:

Indenture Amendment and Supplement No. 4

Owner Trustee: Wilmington Trust Company
1100 North Market Street
Rodney Square North
Wilmington, Delaware 19890-0001

Indenture Trustee: Harris Trust and Savings Bank
311 West Monroe Street
Chicago, Illinois 60602-3105

County parts - part



Interstate Commerce Commission
Washington, D.C. 20423-0001

12/11/95

Office Of The Secretary

Robert W. Alvord
Alvord And Alvord
918 Sixteenth Street, NW., Ste. 200
Washington, DC., 20006-2973

Dear Sir:

The enclosed document(s) was recorded pursuant to the provisions of Section 11303 of the Interstate Commerce Act, 49 U.S.C. 11303, on 12/11/95 at 12:10PM , and assigned recordation number(s). 19518-H.

Sincerely yours,

Vernon A. Williams
Secretary

Enclosure(s)

(0100885041)

\$ 21.00 The amount indicated at the left has been received in payment of a fee in connection with a document filed on the date shown. This receipt is issued for the amount paid and in no way indicates acknowledgment that the fee paid is correct. This is accepted subject to review of the document which has been assigned the transaction number corresponding to the one typed on this receipt. In the event of an error or any questions concerning this fee, you will receive a notification after the Commission has had an opportunity to examine your document.

Signature

19518-H

INDENTURE AMENDMENT AND SUPPLEMENT NO. 4

INDENTURE AMENDMENT AND SUPPLEMENT NO. 4, dated December 11, 1995, (this "Indenture Supplement") between WILMINGTON TRUST COMPANY, a Delaware banking corporation, not in its individual capacity, but solely as Owner Trustee (the "Owner Trustee") under the Trust Agreement, dated as of June 27, 1995 (together with all amendments and supplements heretofore entered into, the "Trust Agreement") between the Owner Trustee and BA LEASING & CAPITAL CORPORATION, a California corporation, as Owner Participant, and HARRIS TRUST AND SAVINGS BANK, an Illinois banking corporation, as Indenture Trustee (the "Indenture Trustee") under the Trust Indenture and Security Agreement (Santa Fe Trust No. 1995-1) dated as of June 27, 1995 (together with all amendments and supplements heretofore entered into, the "Indenture"), among the Owner Trustee and the Indenture Trustee.

WITNESSETH:

1. INDENTURE SUPPLEMENT:

WHEREAS, the Owner Trustee and the Indenture Trustee have heretofore entered into the Indenture and, unless otherwise defined herein, capitalized terms used herein and not otherwise defined shall have the meanings assigned to such terms in the Indenture;

WHEREAS, the Owner Trustee and the Indenture Trustee have heretofore entered into that certain Indenture Supplement No. 1 dated June 27, 1995 ("Indenture Supplement No. 1"), that certain Indenture Supplement No. 2 dated July 27, 1995 ("Indenture Supplement No. 2") and that certain Indenture Amendment and Supplement No. 3 dated September 6, 1995 ("Indenture Supplement No. 3"; the aforementioned Indenture Supplement No. 1, Indenture Supplement No. 2 and Indenture Supplement No. 3 being collectively referred to herein as the "Indenture Supplements"); and

WHEREAS, each of the Series of Trust Certificates issued under the Indenture Supplements are to be refinanced pursuant to Section 2.11 of the Indenture and the Indenture provides for the execution and delivery of an Indenture Supplement which shall particularly describe the terms, conditions and designations of Replacement Certificates to be issued;

NOW, THEREFORE, in consideration of the mutual agreements herein contained and other good and valuable consideration, receipt of which is acknowledged, the Owner Trustee and Indenture Trustee agree as follows:

Section 1.1. Replacement Certificates. The Owner Trustee and Indenture Trustee hereby waive the requirements in Sections 2.11(b) and 6.1(d) of the Indenture that the Owner Trustee deliver a request and authorization to issue Replacement Certificates 10 Business Days and no less than 30 nor more than 60 days', respectively, prior to any issuance of Replacement Certificates and agree that, in the case of the Trust Certificates issued under

this Indenture Supplement, the Owner Trustee may deliver such request and authorization any time prior to the issuance of such Trust Certificates.

Section 1.2. Issuance of Replacement Certificates. The Trust Certificates issued under this Indenture Supplement shall be designated as 6.55% Trust Certificates - Series 1995-4. The Trust Certificates shall be substantially in the form set forth in *Exhibit A* hereto. The Trust Certificates issued under this Indenture Supplement shall be dated the date of issuance thereof, shall be issued with the Maturity Date and shall bear interest as specified in *Exhibit B* attached hereto. The principal of each Trust Certificate shall be payable as indicated in *Exhibit B* attached hereto.

2. INDENTURE AMENDMENT:

WHEREAS, the Owner Trustee and the Indenture Trustee now desire to amend the Indenture in the respects but only in the respects set forth below;

NOW THEREFORE, in consideration of the premises and the covenants contained in the Indenture and this Indenture Supplement and of the sum of \$1.00 paid to the Owner Trustee by the Indenture Trustee at or before the delivery hereof, the receipt whereof is hereby acknowledged, the Owner Trustee and the Indenture Trustee agree to amend the Indenture as follows:

Section 2.1. Amendment to Section 6.1(b). Clause (iii)(2) of Section 6.1(b) is hereby amended in its entirety to read as follows:

“plus a Premium, if any, in the case of Trust Certificates held by any other Person, if the prepayment pursuant to this Section 6.1(b) is made on or prior to July 6, 2006 with respect to such Series and thereafter without Premium.”

Section 2.2. Amendment to Section 6.1(d). Clause (ii) of Section 6.1(d) is hereby amended in its entirety to read as follows:

“plus a Premium, if any, in the case of Trust Certificates held by any other Person, if the prepayment pursuant to this Section 6.1(d) is made on or prior to July 6, 2006 with respect to such Series and thereafter without Premium.”

3. MISCELLANEOUS:

Section 3.1. Incorporation into Indenture. This Indenture Supplement shall be construed in connection with and as part of the Indenture and all terms, conditions and covenants contained in the Indenture, as amended and supplemented by this Indenture Supplement, shall be and remain in full force and effect.

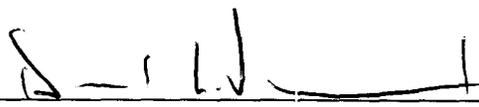
Section 3.2. References. Any and all notices, requests, certificates and other instruments executed and delivered concurrently with or after the execution and delivery of this Indenture Supplement may refer to the "*Indenture*", or may identify the Indenture in any other respect without making specific reference to this Indenture Supplement, but nevertheless all such references shall be deemed to include this Indenture Supplement, unless the context shall otherwise require.

Section 3.3. Counterparts. This Indenture Supplement may be executed in any number of counterparts, each executed counterpart constituting an original but all together one and the same instrument.

Section 3.4. Governing Law. This Indenture Supplement shall be governed by and construed in accordance with the laws and decisions of the State of Illinois without reference to the choice of law doctrine of such state.

IN WITNESS WHEREOF, WILMINGTON TRUST COMPANY, as the Owner Trustee and HARRIS TRUST AND SAVINGS BANK, as the Indenture Trustee, have caused this Supplement to be duly executed by their respective officers thereunto duly authorized, as of the day and year first above written.

WILMINGTON TRUST COMPANY, not in its individual capacity but solely as Owner Trustee

By 
Name: DAVID A. VANASKEY, JR
Title: Senior Financial Services Officer

HARRIS TRUST AND SAVINGS BANK, not in its individual capacity, except as otherwise provided, but solely as Indenture Trustee

By _____
Name:
Title:

IN WITNESS WHEREOF, WILMINGTON TRUST COMPANY, as the Owner Trustee and HARRIS TRUST AND SAVINGS BANK, as the Indenture Trustee, have caused this Supplement to be duly executed by their respective officers thereunto duly authorized, as of the day and year first above written.

WILMINGTON TRUST COMPANY, not in its individual capacity but solely as Owner Trustee

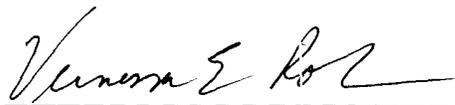
By _____
Name:
Title:

HARRIS TRUST AND SAVINGS BANK, not in its individual capacity, except as otherwise provided, but solely as Indenture Trustee

By Kevin O. Healey
Name: KEVIN O. HEALEY
Title: VICE PRESIDENT

STATE OF Delaware)
) SS
COUNTY OF New Castle

On this 5 day of December, 1995, before me personally appeared DAVID A. VANASKEY, JR., to me personally known, who being by me duly sworn, said that (s)he is a ~~Senior Financial Services Officer~~ WILMINGTON TRUST COMPANY, that said instrument was signed on such date on behalf of said corporation on such day by authority of its Board of Directors, and (s)he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.



Notary Public

[NOTARIAL SEAL]

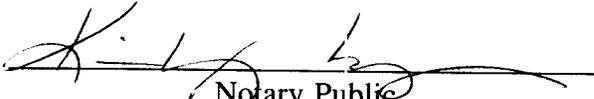
VERNESSA E. ROBINSON
NOTARY PUELIC

My commission expires: ~~My Commission expires~~ October 12, 1996

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

On this 5th day of December, 1995, before me personally appeared KEVIN O. HEALEY, to me personally known, who being by me duly sworn, said that (s)he is VICE PRESIDENT of HARRIS TRUST AND SAVINGS BANK, that said instrument was signed on such date on behalf of said corporation on such day by authority of its Board of Directors, and (s)he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.




Notary Public

[NOTARIAL SEAL]

My commission expires: 12-14-97

FORM OF TRUST CERTIFICATE

See Attached Annex I

EXHIBIT A
(to Indenture Amendment and Supplement No. 4)

TRUST SERIES 1995-4

Maturity Date: January 6, 2013

Debt Rate: 6.55%

Principal Amount: \$45,600,000

Payment Dates for Interest: January 6 and July 6 of each year
until maturity, commencing January 6, 1996

Payment Amounts:

PAYMENT DATE	PAYMENT AMOUNT
January 6, 1996	\$ 0.00
July 6, 1996	0.00
January 6, 1997	1,349,000.00
July 6, 1997	0.00
January 6, 1998	1,437,000.00
July 6, 1998	0.00
January 6, 1999	1,531,000.00
July 6, 1999	0.00
January 6, 2000	1,632,000.00
July 6, 2000	0.00
January 6, 2001	1,739,000.00
July 6, 2001	0.00
January 6, 2002	1,852,000.00
July 6, 2002	0.00
January 6, 2003	1,974,000.00
July 6, 2003	0.00
January 6, 2004	1,436,000.00
July 6, 2004	0.00
January 6, 2005	1,961,000.00
July 6, 2005	0.00
January 6, 2006	7,292,000.00
July 6, 2006	0.00
January 6, 2007	3,894,000.00
July 6, 2007	0.00
January 6, 2008	4,131,000.00
July 6, 2008	26,000.00
January 6, 2009	4,267,000.00
July 6, 2009	167,000.00
January 6, 2010	4,412,000.00
July 6, 2010	317,000.00
January 6, 2011	4,567,000.00
July 6, 2011	134,000.00
January 6, 2012	494,000.00
July 6, 2012	494,000.00
January 6, 2013	<u>494,000.00</u>